

Dear Colleagues,

The nominal expiry date of ABC Enterprise Agreement 2013-2016, which sets out the terms and conditions of employment for the majority of employees at the ABC, is fast approaching so we will soon commence negotiations for a replacement agreement.

These negotiations come at a critical time for the ABC and we need to position the ABC so that we can be more efficient, agile and engaged.

As a result of cuts to the ABC announced in the 2014 Budget we lost people, we cut services and we made tough choices. One of our key strategic objectives is to be efficient, agile and accountable. We need to look for ways to operate more efficiently and flexibly, so that we can maximise our investment in content for audiences wherever we can.

Our focus continues to be our audience and we need to be able to continue to deliver distinctive quality content in ways that enable us to connect and engage with communities and grow our audience. To do this we need to foster a culture of innovation and engagement, cross divisional collaboration and ensure that our employment practices encourage the development of a more innovative and engaged workforce.

We are committed to continuing to look at ways to remove restrictive work practices to support a more efficient and agile ABC and need to ensure that any remuneration increases are affordable and can be funded without redirecting funding away from content or reinvestment projects.

I encourage you to take time to learn about the bargaining process and the key issues. We will be posting key information and updates on the myEA page, which can be accessed from the Your Employment tab on the intranet home page.

Most importantly we want to hear from you. We value your engagement and interest. We have listened to what you had to say in the recent staff survey and will be seeking to make changes to the Agreement based on the survey results. There are a range of ABC people that you can talk to during the negotiations to address your concerns and answer questions. Please visit the myEA page for a list of your divisional contacts or you can send an email to myEA@abc.net.au.

Accompanying this email is your Notice of Employee Representational Rights, which informs you of your right to be represented during the bargaining process.

I look forward to successfully negotiating a new agreement which will assist us to become a more efficient, agile and engaged ABC.

Regards

Samantha Liston

## **Notice of employee representational rights**

*Fair Work Act 2009, subsection 174(6)*

*The Australian Broadcasting Corporation gives notice that it is bargaining in relation to an enterprise agreement (ABC Enterprise Agreement) which is proposed to cover employees that are currently covered by the ABC Enterprise Agreement 2013 - 2016.*

### **What is an enterprise agreement?**

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

### **If you are an employee who would be covered by the proposed agreement:**

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

### **If you are an employee covered by an individual agreement:**

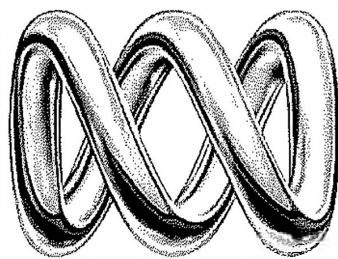
If you are currently covered by an Australian Workplace Agreement (AWA), individual transitional employment agreement (ITEA) or a preserved individual State agreement, you may appoint a bargaining representative for the enterprise agreement if:

- the nominal expiry date of your existing agreement has passed; or
- a conditional termination of your existing agreement has been made (this is an agreement made between you and your employer providing that if the enterprise agreement is approved, it will apply to you and your individual agreement will terminate).

### **Questions?**

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to [www.fairwork.gov.au](http://www.fairwork.gov.au), or contact the Fair Work Commission Info line on 1300 799 675.

# **ABC Enterprise Agreement 2013 – 2016**



**ABC**  
Australian  
Broadcasting  
Corporation

# **Part A                      Agreement Formalities**

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## **1. Title**

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This Agreement will be known as the ABC Enterprise Agreement 2013 - 2016.

## **2. Arrangement**

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This Agreement is arranged as follows:

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### **3. Definitions**

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- 3.1.1 ABC means the Australian Broadcasting Corporation.
- 3.1.2 Act means the Fair Work Act 2009.
- 3.1.3 Alliance means the Media Entertainment and Arts Alliance.
- 3.1.4 CPSU means the Community and Public Sector Union.
- 3.1.5 Delegate means the person authorised by the ABC as its delegate from time to time in relation to a particular matter.
- 3.1.6 Long term assignment means an overseas assignment of more than six months.
- 3.1.7 Minimum rate of pay means an employee's applicable Salary Rate under Schedule A or Schedule B, unless, in respect of Band 9 only, a greater amount is specified in their contract of employment.
- 3.1.8 NES means the National Employment Standards under the Act.
- 3.1.9 Prescribed nominal daily hours for a full time employee means:
  - a. 7 hours 36 minutes for employees working a two weekly cycle; or
  - b. 8 hours for employees working a four weekly cycle.

### **4. Coverage and Parties Bound**

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- 4.1.1 Subject to clause 4.1.2, this Agreement covers:
  - a. the ABC;
  - b. the Community and Public Sector Union (subject to the CPSU meeting the requirements to be a party under the Act); and
  - c. the Media Entertainment and Arts Alliance (subject to the Alliance meeting the requirements to be a party under the Act); and
  - d. all employees of the ABC (other than those described in clause 4.1.2 below),

in respect of work done by employees of the ABC (other than those described in clause 4.1.2 below).
- 4.1.2 This Agreement does not cover:
  - a. employees covered by the relevant ABC Retail Agreement;
  - b. employees covered by the relevant Actors Etc. ABC Radio & Television Award or relevant ABC Actors Agreement; and
  - c. employees classified as Executives and Directors.

## **5. Date and Period of Operation**

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- 5.1.1 This Agreement will commence operation seven days after the date of approval of the Agreement by the Fair Work Commission (Commencement Date)
- 5.1.2 The nominal expiry date of the Agreement is 30 June 2016.
- 5.1.3 If requested by the CPSU, the MEAA or the ABC, the parties will meet in the three months prior to the nominal expiry date of this Agreement to commence negotiations for an agreement to replace this Agreement.
- 5.1.4 Despite clause 5.1.1, while the effective date of any change to salaries or allowances in this Agreement will be the Commencement Date or the date specified for that particular change, if applicable, the actual date for payment of any increase in salaries or allowances (including any backpay) will be the payment date of the first full pay period following the Commencement Date. For the avoidance of doubt, this provision is not designed to impact the effective date of any change, but rather is designed to provide the ABC with sufficient time to make the necessary administrative arrangements to implement those changes.

## **6. Application of Enterprise Agreement**

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- 6.1.1 This Agreement rescinds and replaces all other collective agreements covering the employees covered by this Agreement, whether registered or certified or not, including the ABC Employment Agreement 2010 – 2013 and will operate in the place of and to the exclusion of any other collective industrial instrument that might otherwise apply to the employment of employees including:
  - a. ABC-CPSU Award 2000;
  - b. ABC Journalists and Reporters Award 2000;
  - c. ABC (CPSU and MEAA) Part Time Work Award 1994; andas amended, replaced or superseded from time to time, or any modern award in place from time to time, including the Broadcasting and Recorded Entertainment Award 2010, as amended, replaced or superseded from time to time.
- 6.1.2 This Agreement prevails over any inconsistent provision contained in the Australian Broadcasting Corporation Act 1983 and the regulations, instructions, staff rules, service rules, or general orders made under that Act.
- 6.1.3 This Agreement must be read in conjunction with ABC policies, procedures

and guidelines as advised and amended from time to time, and including those referred to in this Agreement. These policies, procedures and guidelines do not form part of this Agreement. In the event of inconsistency, the Agreement will prevail.

## **7. No Extra Claims**

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- 7.1.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in full settlement of all existing claims made by the CPSU, the Alliance and the employees or on behalf of the employees.
- 7.1.2 It is a term of this Agreement that the ABC, the CPSU, the Alliance and the employees will not pursue any extra claims for improvement in wages or other terms and conditions of employment for the duration of this Agreement. It is not the intent of this provision to inhibit, limit or restrict the ability of the ABC to manage the organisation nor to introduce change at the workplace, including in accordance with Part L of this Agreement.

## **8. Leave Reserved**

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- 8.1.1 The parties agree that the CPSU, the Alliance and the ABC may exercise their rights in respect of Work Level Standards as set out in the document Terms of Reference for the Review of the Work Level Standards (incorporating Role Templates and Reward for Multi skilling), as amended by the parties in August 2013.



## **Part B                      Purpose, Principles and Objectives**

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### **9. Purpose**

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- 9.1.1 The purpose of this Agreement is to provide terms and conditions of employment that are responsive to the ABC's needs, the needs and aspirations of its employees, and the industries and markets in which the ABC operates.

### **10. Principles**

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- 10.1.1 The parties are committed to working together to enable the ABC to fulfil its Charter and to realise its vision, strategies and objectives with maximum effectiveness and cost efficiency.
- 10.1.2 The ABC recognises the role unions play in the workplace and the right of union delegates to represent union members in the workplace. Both the unions and union delegates recognise the ABC's statutory objectives and operational imperatives and in exercising their rights agree to have regard to the likely effect on the efficient operation of the ABC and its obligation to fulfil its statutory obligations.
- 10.1.3 The terms and conditions of the Agreement help give effect to the commitment of the parties covered by this Agreement by:
- a. Supporting a mobile, multi skilled workforce through broad banded (including cross-media) classification structures that preclude unnecessary demarcations;
  - b. Enabling jobs to be designed at the local level to encourage an appropriate blend of multi skilled and specialist employees, and to provide for the smooth introduction of new technology; and
  - c. Supporting the adoption of the ABC Values.
- 10.1.4 In particular, the parties are committed to:
- a. Ensuring that the terms of this Agreement and related policies, procedures and guidelines are applied fairly and equitably, and give effect to the following principles:
    - i. encouragement of a whole of life balance between work and private responsibilities; and
    - ii. achievement of a safe and healthy work environment.

- b. Promoting an open working environment based on direct feedback between managers and employees, joint problem solving and effective communication throughout the organisation; and
- c. Promoting job security, employability and career development for employees. The structures, conditions and undertakings contained in this Agreement provide opportunities for employees to work in different media, areas of the organisation, and facilitate access to new learning, ideas and technology.

## **11. Objectives**

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### **11.1.1 Workforce Planning Objectives**

- a. The parties recognise the need for the ABC to anticipate and plan for changes to its workforce to accommodate:
  - i. New and emerging skill requirements arising from technological and work practice change; and
  - ii. Projected separations having regard to current workforce demographics.
- b. The parties are committed to discussing any anticipated or planned changes to the ABC workforce.
- c. The ABC is committed to strategies that increase the flexibility of its workforce and enhance and broaden the skills of its employees. Such strategies include, but are not limited to:
  - i. Training and developing the current workforce; and
  - ii. Encouraging employee mobility.

### **11.1.2 Learning and Development Objectives**

- a. Consistent with its workforce planning objectives, the ABC will ensure that its learning, training and development strategies:
  - i. Recognise the importance of investing in the skills, training and career development of employees in order to increase their value to the Corporation, and to provide a more flexible and rewarding workplace;
  - ii. Address current skills shortages and areas of emerging need;
  - iii. Increase skill development and promote career opportunities for all employees;
  - iv. Develop skills that maximise employability both internally

and externally;

- v. Support training needs identified through divisional training plans and Individual Development Plans; and
  - vi. Facilitate redeployment opportunities for potentially excess employees.
- b. Employees will not unreasonably refuse to undertake training and development activities designed to broaden their skills and/or enhance their career opportunities. Employees will take an active responsibility for the development of their own careers.
- c. Training and development strategies will incorporate the ABC's EEO objectives, and there will be equity of access for all employees (including those in remote locations) to training and development opportunities.

#### 11.1.3 Mobility and Career Development Objectives

- a. Subject to the application of the merit principle, and having regard to operational requirements, the ABC will:
- i. Encourage mobility of employees between different divisions, work areas and functions on both a temporary and permanent basis;
  - ii. Support employees actively seeking opportunities to work on different programs and assignments, thereby contributing to the development and broadening of their skills and the ABC's overall skills base;
  - iii. Ensure all reasonable steps are taken to advertise or otherwise notify employees about upcoming opportunities for transfer or reassignment to other work areas or programs, subject to the terms of clause 13;
  - iv. Ensure all reasonable steps are taken to assign ABC employees on ABC commissioned programs, including co-productions;
  - v. Ensure that requests for transfer/reassignment are managed impartially having regard to program needs and employees' development goals and career aspirations;
  - vi. Promote the engagement of ongoing employees in preference to non-ongoing employees; and
  - vii. Promote the engagement of internal employees in preference to external candidates.

## **Part C                      Flexibility**

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### **12. Individual Flexibility Arrangements**

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12.1.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the Agreement if:

- a. the individual flexibility arrangement varies the effect of one or more of the terms of the Agreement dealing with the following matters:
  - i. arrangements about when work is performed (including rosters and the arrangement of free days, provided that the minimum number of free days is not less than four per fortnight);
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
- b. the arrangement is genuinely agreed to by the Employer and the Employee.

12.1.2 Prior to entering into an arrangement, the employee may request that the ABC provide, to the extent practicable, an estimate of the payments they would have been entitled to for the prospective year based, as far as possible, on the pattern of hours they will be expected to work.

12.1.3 The Employee will be advised of their right to representation in negotiating the arrangement.

12.1.4 The salary rate determined under an individual flexibility arrangement will be regarded as salary for superannuation purposes in accordance with the relevant legislation.

12.1.5 The Employer must ensure that the individual flexibility arrangement:

- a. is about permitted matters under section 172 of the Act; and
- b. has no unlawful terms under section 194 of the Act; and
- c. results in the Employee being better off overall, compared to this Enterprise Agreement, than the Employee would be if no arrangement was made.

12.1.6 The Employer must ensure that the individual flexibility arrangement:

- a. is in writing; and
  - b. includes the name of the Employer and the Employee; and
  - c. is signed by the Employer and Employee and, if the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee; and
  - d. includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall under this Enterprise Agreement in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e. states the day on which the arrangement commences.
- 12.1.7 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.1.8 The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise effect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.
- 12.1.9 The Employer or Employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days' written notice to the other party to the arrangement; or
  - b. if the Employer and Employee agree in writing – at any time.

## **Part D Recruitment**

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### **13. Advertising and Selection**

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#### **13.1 Guidelines**

- 13.1.1 Part D must be read in conjunction with the ABC's Recruitment and Selection Guidelines as agreed between the ABC, CPSU and Alliance, and as amended or varied from time to time. The Recruitment and Selection Guidelines do not form part of this Agreement. In the event of inconsistency, the Agreement will prevail.

#### **13.2 Advertising**

- 13.2.1 Advertising can take one or more of the following forms:

- a. Online in the Official Bulletin or via an 'Expression of Interest'; or
- b. Externally through the media or sourcing through recruitment agencies, professional associations, universities or career expos, simultaneously with an internal advertisement.

- 13.2.2 All vacancies will be advertised, except where:

- a. The vacancy is expected to be for 6 months or less duration;
- b. The vacancy relates to a key program or project requiring the skills and attributes of a particular person, which may involve canvassing potential candidates on a discreet basis;
- c. The vacancy is to be filled by transfer or redeployment;
- d. The vacancy is to be filled by the appointment of an employee on return from a temporary assignment or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held;
- e. A suitable candidate for the vacancy has already been identified through a selection process conducted within the last 8 months (from the close of advertising) for a similar or generic role;
- f. The vacancy is a Run of Show engagement and is to be filled by an employee on an existing Run of Show engagement, or an employee who has received an offer of further Run of Show employment in accordance with clause 14.3.6;
- g. The vacancy is to be filled by the appointment of the current temporary incumbent, provided they have been employed in the

position for a period of 12 months or more and have previously undergone a documented selection process for that position.

### **13.3 Selection for Short Term Vacancies**

13.3.1 Where a vacancy is expected to be greater than 6 months but not more than 12 months' duration:

- a. 'expressions of interest' will be called for and assessed by the relevant manager; and
- b. The manager will document the selection, which will be based on merit, as well as having regard to operational requirements.

### **13.4 Selection for Long Term Vacancies**

13.4.1 A Selection Panel will be formed for all advertised vacancies greater than 12 months, except where:

- a. the vacancy relates to a key program or project requiring the skills and attributes of a particular person, which may involve canvassing potential candidates on a discreet basis;
- b. the vacancy is to be filled by transfer or redeployment;
- c. the vacancy is to be filled by the appointment of an employee on return from a temporary transfer or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held;
- d. a suitable candidate for the vacancy has already been identified through a selection process conducted within the last 8 months (from the close of advertising) for a similar or generic role;
- e. the vacancy is to be filled by the appointment of the current temporary incumbent provided they have been employed in the position for 12 months or more and have previously undergone a documented selection process for that position;
- f. there is only one applicant for the vacancy, in accordance with the terms of the ABC's Recruitment & Selection Guidelines.

13.4.2 The Selection Panel may make recommendations to the relevant delegate of the ABC regarding appointment, but does not have authority to appoint an applicant to the vacant position.

13.4.3 The delegate of the ABC will make the decision regarding appointment to the vacant position (**Selection Decision**), in accordance with the ABC's Recruitment and Selection Guidelines.

## **Part E                      Employment Arrangements**

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### **14. Forms of Employment**

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14.1.1 Employees covered by this agreement will be employed under one of the following forms of employment:

- a. Ongoing employment
- b. Specified task employment
- c. Fixed term employment
- d. Phased retirement employment
- e. Casual employment.

#### **14.2 Ongoing Employment**

14.2.1 Ongoing employment continues until terminated on notice by either party, except in cases where summary dismissal is lawful in which case no notice will be given.

#### **14.3 Specified Task Employment**

14.3.1 Specified task employment, including Run of Show employment, will only be used where the specific job performed by the employee and/or the specific capabilities exercised by the employee are not required on an ongoing basis.

14.3.2 Specified task employment is employment for a specified task where the employment will cease on completion of the task, except:

- a. in cases where summary dismissal is lawful in which case no notice will be given;
- b. where the specified task is for twelve months or more and is for the purpose of backfilling leave or a temporary transfer, in which case the employment may be terminated during Probation in accordance with clause 14.7, or in accordance with (a) above;
- c. where the specified task is for an anticipated duration of eighteen months or more and the ABC has elected to treat the Employee in accordance with clauses 14.3.12 and 14.3.13 below, in which case the employment may be terminated during Probation in accordance with clause 14.7 or on notice in accordance with clause 58, or in accordance with (a) above.



- 14.3.3 An employee, other than a Run of Show employee, who has been employed on two or more consecutive specified task engagements, may request in writing that the ABC consider whether their employment should be converted to ongoing employment. Where it is demonstrated that the specified task employment is not consistent with relevant case law considering the nature of specified task employment, the ABC will offer to convert the employee to ongoing employment.

Run of Show employment

- 14.3.4 Run of Show employment is employment for the specified task of fulfilling a particular role on a commissioned production for all or the balance of a production year, particular season or series of a commissioned program.

- 14.3.5 Subject to subclause 14.3.6 and 14.3.11 below, if:

- a. by the expiry of a Run of Show contract, the Run of Show employee advises the ABC in writing that the employee wishes to be offered further Run of Show employment by the ABC in the same or an equivalent role, whether on the same production, or another production, and is available for such further employment;
- b. the employee does not commence employment on a further Run of Show engagement within two months after the expiry of that previous engagement; and
- c. the employee has more than two (2) years' service,

the ABC will pay the employee a termination payment on the following basis:

Service	Termination Payment
More than 2 years and up to 3 years	4 weeks
More than 3 years	6 weeks

- 14.3.6 Despite clause 14.3.5 above, an employee who is offered the same or an equivalent role, whether on the same production or another production, and refuses such an offer, will not be entitled to any termination payment.
- 14.3.7 An offer of a further Run of Show engagement should generally be made within four weeks after the expiry of the previous engagement.
- 14.3.8 The termination payment is in satisfaction of all entitlements arising on termination, whether under a contract, award or legislation, except any entitlement to leave.
- 14.3.9 Subject to clause 14.3.11, if a Run of Show employee has a total of four years continuous service, the Run of Show employee may elect in writing to

be converted to ongoing employment on the same hourly basis, classification and band as their current Run of Show engagement.

14.3.10 For the purpose of clauses 14.3.5 and 14.3.9 only, service for a Run of Show employee is calculated on the following basis:

- a. total service with the ABC under one or more Run of Show contracts – provided there is no break of more than two months between the expiry of any such engagement and the commencement of the next engagement;
- b. commences from the first Run of Show engagement on or after the date of commencement of this Agreement;
- c. excludes casual employment; and
- d. the cessation date of employment is not altered in any way by the payment of leave accrued during the period of employment.

14.3.11 Run of Show employees whose main function is to present on-air programs are excluded from the operation of subclause 14.3.5 and 14.3.9, where the Run of Show employee's annual rate of earnings exceeds the unfair dismissal high income threshold as recognised by the *Fair Work Act 2009* and related regulations.

Long term specified task employment

14.3.12 If an employee, other than an employee described in clause 14.3.4 above, is employed for a specified task engagement with an anticipated duration of eighteen months or more, the ABC may elect to treat the employee in accordance with clause 14.3.13 below (Nominated Long Term Specified Task Employment).

14.3.13 If an employee is advised by the ABC that they are employed on Nominated Long Term Specified Task Employment:

- a. the specified task employment will continue until the completion of the specified task unless:
  - i. terminated on notice by either party (or in the case of the ABC, payment in lieu of notice or part payment, part notice) in accordance with clause 58; or
  - ii. summary dismissal is lawful, in which case the ABC may terminate the employment before the end of the specified task, and
- b. **Part G – Performance Management** applies to employees employed on Nominated Long Term Specified Task Employment.

14.3.14 For the avoidance of doubt, if an employee, other than an employee described in clause 14.3.4 above, is employed for a specified task engagement with an

anticipated duration of eighteen months or more and is not advised at the time of offer of employment that they are employed on Nominated Long Term Specified Task Employment, the employee's employment may only be terminated prior to completion of the specified task by summary dismissal.

#### **14.4 Fixed Term**

14.4.1 Fixed term employment is employment for a fixed period, subject to termination at the stated finish date, except:

- a. in cases where summary dismissal is lawful, in which case no notice will be given;
- b. where the fixed period is eighteen months or more and the ABC has elected to treat the Employee in accordance with clauses 14.4.5 and 14.4.6 below, in which case the employment may be terminated during Probation in accordance with clause 14.7 or on notice in accordance with clause 58, or in accordance with (a) above.

14.4.2 Subject to clause 14.4.3, fixed term employment will only be used where the specific job performed by the employee and/or the specific capabilities exercised by the employee are not required on an ongoing basis.

14.4.3 Despite clause 14.4.2, content makers whose main function is to present an on-air program may be employed on a fixed term basis if:

- a. the employee is assigned to a local metropolitan station and is classified Band 8 or above; or
- b. the employee is a trainee engaged in accordance with clause 16.1.5.

The employment of these content makers will be subject to Probation in accordance with clause 14.7. There will be no Probation in any second and subsequent fixed term engagements if an employee commences employment on a further fixed term within two months after the expiry of the previous engagement.

14.4.4 An employee who has been employed on two or more consecutive fixed term engagements may request in writing that the ABC consider whether their employment should be converted to ongoing employment. Where it is demonstrated that the fixed term employment is not consistent with relevant case law considering the nature of fixed term employment, the ABC will offer to convert the employee to ongoing employment.

#### Long fixed term employment

14.4.5 If an employee is employed on a fixed term employment period of eighteen months or more, the ABC may elect to treat the employee in

accordance with clause 14.4.6 below (**Nominated Long Fixed Term Employment**).

14.4.6 If an employee is advised by the ABC that they are employed on Nominated Long Fixed Term Employment:

- a. the fixed term employment will continue until the completion of the fixed period unless:
  - i. terminated on notice by either party in accordance with clause 58 (or in the case of the ABC, payment in lieu of notice or part payment, part notice); and
  - ii. summary dismissal is lawful in which case the ABC may terminate the employment before the end of the fixed period; and
- b. **Part G – Performance Management** applies to all employees employed on Nominated Long Fixed Term Employment.

14.4.7 For the avoidance of doubt, if an employee is employed on fixed term employment of eighteen months or more and is not advised at the time of offer of employment that they are employed on Nominated Long Fixed Term Employment, the employee's employment may only be terminated prior to the end of the fixed period by summary dismissal.

#### **14.5 Phased retirement**

14.5.1 An employee and the ABC may agree to enter into an arrangement regarding phased retirement. In such circumstances:

- a. the employee will give up their right to ongoing employment even though their substantive position is ongoing; and
- b. the employee will be employed on phased retirement employment with an agreed end date;
- c. the employee's employment will continue until the agreed end date unless:
  - i. terminated on notice by either party in accordance with clause 58 (or in the case of the ABC, payment in lieu of notice or part payment, part notice); or
  - ii. summary dismissal is lawful, in which case the ABC may terminate the employment before the agreed end date; and
- d. **Part G – Performance Management** applies to employees employed on phased retirement employment.

#### **14.6 Casual employment**

- 14.6.1 A casual employee is engaged by the hour in return for payment for the hours worked (with a minimum payment for four hours per call).
- 14.6.2 A casual employee is an employee engaged to perform work on an intermittent basis or on a series of separate but unbroken periods for reasons that are unpredictable. Principles that may indicate casual employment include:
- a. the ABC can elect to offer employment on a particular day or days and when offered, the employee can elect to work;
  - b. there is no certainty about the period over which employment of this type will be offered; and
  - c. the engagement is characterised by informality, uncertainty, and irregularity.
- 14.6.3 A casual employee will receive a 20% loading in lieu of leave benefits provided under the Agreement.

#### **14.7 Probation**

- 14.7.1 All new:
- a. Ongoing employees; and
  - b. Specified task employees as limited by clause 14.3.2; and
  - c. Fixed term employees as limited by 14.4.1; and
  - d. content makers whose main function is to present an on-air program as limited by clause 14.4.3,
- will have their initial work performance assessed during a period of probation (**Probation**).
- 14.7.2 The purpose of Probation is to ascertain whether the employee has the skills and capacity to carry out the job satisfactorily.
- 14.7.3 Subject to 14.7.4, the period of Probation will be six (6) months.
- 14.7.4 The period of Probation for a trainee or cadet, including a trainee engaged under clause 16.1.5, will be a maximum of 12 months and will be advised to the trainee or cadet in writing prior to the commencement of employment.

### **15. Part Time Employment**

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#### **15.1 Definition**

- 15.1.1 A part time employee is an Ongoing, Fixed Term, Specified Task or Phased Retirement employee employed for less than the ordinary hours of work of an equivalent full time employee.

## **15.2 Initiation of Part Time Employment**

- 15.2.1 Proposals for part time employment may be initiated by the ABC for operational reasons or by an employee for personal reasons.
- 15.2.2 Where the ABC seeks to initiate the conversion of existing full time employment to part time employment, the ABC will consult with the employee and their representative (if requested by the employee). The ABC will advise the employee of their right to have a representative. No pressure will be exerted on full time employees to convert to part time employment or to transfer to another position to make way for part time employment.
- 15.2.3 Where a proposal to move from full time to part time employment is initiated by an employee, the ABC will have regard to the personal reasons put by the employee in support of the proposal and the ABC's operational requirements in determining the response.
- 15.2.4 Subject to operational requirements, the ABC will not unreasonably refuse a part time proposal from an employee returning from parental leave in order to assist them with their caring responsibilities. Provided that:
- a. the employee should initiate the proposal at least two months prior to resuming work;
  - b. the proposal, if approved, will be for a period of up to and including 12 months; and
  - c. the part time position provided to the employee may not necessarily be the same position the employee held immediately prior to taking parental leave.

## **15.3 Hours of Work for Part Time Employees**

- 15.3.1 Before any period of part time employment commences, an agreement in writing will be required between the ABC and the employee which specifies:
- a. The prescribed weekly or cycle hours;
  - b. For non-rostered employees, the pattern of hours (including starting and finishing times) to be worked. Any agreement reached will be in accordance with the relevant clauses of this Agreement applying to Schedule A (Non-Rostered) employees;

- c. For rostered employees, the pattern of hours (including starting and finishing times) to be worked. Any agreement reached will be in accordance with the relevant clauses of this Agreement applying to Schedule A (Rostered) or Schedule B employees. Provided that where this information is not specified, part time rostered employees may be rostered for work on any day of the week or cycle and for any number of days and daily hours which can be worked by an equivalent full time employee; and
  - d. That the employee may be required to work overtime in accordance with subclause 25.3.1 of this Agreement.
- 15.3.2 The matters agreed under 15.3.1 will not be varied, amended or revoked without the consent of the employee. Any agreed variation will be in writing.
- 15.3.3 The minimum hours of work for a part time employee will be not less than four on any day.
- 15.3.4 Where a full time employee is permitted to work part time for an agreed fixed period for personal reasons, the date of reversion to full time employment shall be specified in writing and the employee will revert to full time employment unless a further period of part time employment is approved.

#### **15.4 Additional Part Time Hours and Overtime**

- 15.4.1 Where a part time employee works more than the ordinary hours of work set out in their agreement, those hours which do not exceed the maximum daily or prescribed cyclic ordinary hours of work for an equivalent full time employee will be regarded as additional hours and will be paid at the employee's ordinary hourly rate plus a 20% loading in lieu of accrual of annual and personal/carers leave. The loading will be in addition to any shift or special rates penalty for which the additional hours may qualify.
- 15.4.2 Where an employee works more than the ordinary hours of work set out in their agreement, those hours which exceed the daily, weekly or cyclic ordinary hours of work for an equivalent full time employee will be treated as overtime and paid for at the appropriate overtime rate in accordance with the relevant provisions in **Part H - Hours of Work, Penalties and Overtime**.

#### **15.5 Other Part Time Provisions**

- 15.5.1 Subject to 15.5.2, other provisions of this Agreement that can apply to part time employees will apply on a pro-rata basis, provided they are not

inconsistent with the provisions of this clause.

- 15.5.2 Part time employees will be entitled to expense related allowances, as specified in the relevant clause of this Agreement.

## **16. Trainees and Cadets**

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- 16.1.1 Trainee and cadet programs will be developed to meet the present and future needs of the ABC. The ABC will use a combination of in-house and/or recognised institutional courses to supplement on-the-job training to ensure the all round development of competencies.
- 16.1.2 Trainee and cadet positions will be specifically identified. Periods of training will be determined by the stream and type of traineeship or cadetship, provided that:
- a. the training period will not exceed three years, subject to performance requirements being met;
  - b. for cadet journalists who commence as graduates of an approved and appropriate tertiary course, the training period will not exceed one year, subject to performance requirements being met; and
  - c. cadet journalists who graduate from an approved and appropriate tertiary course while employed will be advanced to the final year.
- 16.1.3 Trainees and cadets will receive instruction and guidance from responsible people throughout the term of the training program. Where they are required to attend courses or lectures in their chosen field at an appropriate tertiary institution, such time will be paid by the ABC.
- 16.1.4 The salary of trainees and cadets will be determined in accordance with the relevant Work Level Standards and the performance management system.
- 16.1.5 Content makers assigned to triple j whose main function is to present on-air programs may be engaged as trainees on fixed term employment, provided that the fixed term must be a minimum of 12 months.



## **Part F                      Salaries, Classifications and Related Matters**

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### **17. Salaries**

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#### **17.1      Salary Increases under this Agreement**

17.1.1 The minimum rate of pay of employees covered by this Agreement will be increased as follows:

- a. 2.6% payable from the first full pay period on or after 1 July 2013;
- b. 2.45% payable from the first full pay period on or after 1 July 2014; and
- c. 2.5% payable from the first full pay period on or after 1 July 2015.

To avoid doubt, the increase prescribed in (a) above is calculated on the July 13 Salary Rates prescribed in the previous agreement.

#### **17.2      Once Off Upfront Payment**

17.2.1 After the end of the first full pay period following the commencement of this Agreement, the ABC will pay a Once Off Upfront Payment (less applicable tax) to each eligible employee (as defined immediately below in clause 17.2.3 b).

17.2.2 Notwithstanding any other provision in this agreement, the Once Off Upfront Payment stands alone and is not taken into account in the calculation of any other payments to employees.

17.2.3 In this clause

- a. Access Period Commencement means the commencement of the access period for voting on the Agreement;
- b. Eligible employee means an employee who:
  - i. is employed by the ABC as a full time, part time or casual employee in the two week pay period in which the Agreement commences in accordance with clause 5.5.1; and
  - ii. was also employed or engaged in the 4 week period immediately prior to the Access Period Commencement

but does not include an employee on leave without pay (other than parental leave or personal/carers leave).

- c. Once Off Upfront Payment means:
  - i. in the case of a full time employee, \$500;

- ii. in the case of a part time employee, a pro rata amount of the \$500 payment, calculated by reference to the employee's current agreed fortnightly hours, up to a maximum of \$500;
- iii. in the case of a casual employee, a pro rata amount of the \$500 payment, calculated by reference to the employee's hours worked in the 4 weeks immediately prior to the Access Period Commencement, up to a maximum of \$500.

17.2.4 Where there has been a significant change to a part time or casual employee's hours in the 12 months prior to the Access Period Commencement, the ABC may, in its absolute discretion, decide to increase the Once Off Upfront Payment, up to a maximum of \$500.

### **17.3 Rates of Pay - Schedules A and B**

17.3.1 Employees covered by this Agreement shall be paid a base salary in accordance with Schedule A or Schedule B, giving effect to the above increases.

17.3.2 Differences in employment conditions attaching to Schedule A and Schedule B salary rates are specified in:

- **Part H - Hours, Penalties and Overtime; and**
- **Part J - Leave and Public Holidays.**

17.3.3 Employment under Schedule A or Schedule B will be determined by agreement between the ABC and an employee.

17.3.4 An employee working under a Schedule other than the standard Schedule for that work area may revert to the standard Schedule with two weeks' notice prior to the commencement of the next roster cycle.

17.3.5 The standard Schedule applying in a work area will be the Schedule that applies to the majority of employees in that work area.

17.3.6 The standard Schedule in a work area may be varied with the agreement of the ABC and the majority of employees in that defined area.

### **17.4 Method of Payment**

17.4.1 Unless otherwise agreed between the ABC and the majority of employees, employees will be paid fortnightly.

17.4.2 The fortnightly rate of pay will be calculated by applying the following formula:

$$\bullet \quad \text{Fortnightly Pay} = \frac{\text{Annual salary} \times 12}{313}$$

## **17.5 Salary Sacrifice**

- 17.5.1 Subject to the provisions of this clause, an employee may choose to sacrifice part of their base cash salary for non-cash benefits under an approved scheme consistent with ABC requirements in relation to salary sacrifice and subject to compliance with relevant Government directives and taxation legislation.
- 17.5.2 Participation in the scheme will not affect an employee's salary for superannuation or any other purpose.
- 17.5.3 Any money owed to the ABC as a result of an employee participating in the scheme must be repaid before the employee leaves the ABC.
- 17.5.4 Participation in the scheme will be entirely voluntary and employees will be responsible for obtaining their own financial advice regarding salary sacrifice. As not all options have necessarily beneficial financial outcomes, employees are strongly recommended to seek independent financial advice.

## **18. Classifications**

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### **18.1 Definitions**

- 18.1.1 Employees will be classified according to the following definitions:

<b>Classification</b>	<b>Definition</b>
<b>Content Maker</b>	Reflects the integrated and specialist nature of ABC content making and includes all functions inherent in the commissioning, gathering, production, presentation, delivery and management of content and content-related services..
<b>Technologist</b>	Reflects the integrated and specialist nature of work involved in the design, development, installation and maintenance of ABC broadcasting and information technology systems.
<b>Administrative &amp; Professional</b>	Reflects the integrated and specialist nature of work involved in the provision of business, marketing and related professional and administrative services throughout the ABC.

### **18.2 Work Level Standards**

- 18.2.1 Employees will be graded in one of nine salary bands in accordance with the Work Level Standards applying to each classification.

### **18.3 Performance of Work**

- 18.3.1 An employee may be required to perform a broader range of functions and/or move between functions and work areas within the limits of their competence, training and classification. The requirement to perform work in accordance with this clause will be consistent with the ABC's obligation to provide a healthy and safe working environment and will not be designed

to promote deskilling.

- 18.3.2 Subject to statutory requirements, the absence of formal qualifications will not of itself be a barrier to the consideration of task broadening/mobility options. Rather, attention will be paid to the employee's knowledge, skills and experience in being able to meet operational requirements, and to the employee's development needs and career aspirations identified in the performance management and development system.

## **19. Salary Progression**

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### **19.1 Progression to a Higher Band**

- 19.1.1 Progression from one salary band to a higher band will constitute promotion and may occur as a result of:

- a. appointment to a vacant position; or
- b. appraisal of an employee's performance in accordance with **Part G Performance Management.**

### **19.2 Progression Within a Band**

- 19.2.1 Progression within a salary band may occur in accordance with **Part G Performance Management.**

## **20. Higher Duties Allowance**

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- 20.1.1 An employee who is temporarily required to perform duties commensurate with a higher salary band for a continuous period of five days or more will be paid an allowance commensurate with the higher band.
- 20.1.2 Authorised leave (excluding long service leave) occurring during a period of approved higher duties will be paid at the higher rate.

## **21. Exemption from Certain Provisions of this Agreement**

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### **21.1 Salary Package**

- 21.1.1 The ABC and an employee (or the employee's representative) may negotiate a salary package to meet circumstances for a defined period where this Agreement does not provide sufficient flexibility to satisfy a particular activity.
- 21.1.2 'Salary package' may include one or more of the following elements: base

salary, hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime, additional annual leave, public holidays, allowances and/or non-cash benefits.

- 21.1.3 Salary determined for salary packaging purposes shall be regarded as salary for superannuation purposes in accordance with the relevant legislation.
- 21.1.4 The salary package, to the extent of any inconsistencies, will override the terms and conditions of this Agreement in all matters except average weekly ordinary hours and annual leave. Provided that the terms and conditions of the salary package will, on balance, result in the employee being better off overall than the employee would otherwise be under the terms and conditions of this Agreement.
- 21.1.5 The employee will be advised of their right to representation in negotiating the package. Any agreement will be in writing.

## **21.2 Annual Buyout of Penalties, Allowances and/or Overtime**

- 21.2.1 By agreement with the ABC, an employee in Band 4 and above may be paid a loading (buyout) in lieu of one or more of the following elements: hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime and/or allowances. Provided that:
  - a. minimum free days per fortnight will be not less than four;
  - b. the loading will, on balance, result in the employee being better off overall than the employee would otherwise be under the terms and conditions of this Agreement; and
  - c. the loading will be regarded as salary for superannuation purposes in accordance with the relevant legislation.
- 21.2.2 Such agreement will be in writing and will state which payments are displaced by the loading and by what amount. The employee will be advised of their right to representation in negotiating the agreement.
- 21.2.3 Prior to entering into such an agreement, the employee will be advised of an estimate of the payments they would have been entitled to for the prospective year based, as far as possible, on the pattern of hours they will be expected to work.
- 21.2.4 If the employee's pattern of ordinary hours of work changes during the period of the agreement or the loading is found to be wrongly calculated or extraordinary events have intervened, the level of loading may be

reviewed and the rate changed by agreement to reflect the new circumstances. Failing this, the buyout agreement may be terminated by either the employee or the ABC two weeks prior to the commencement of the next roster cycle.

21.2.5 The buyout agreement will last for a period of 12 months at which time the level of loading will be reviewed or either party may terminate and revert to the conditions contained in this Agreement.

21.2.6 The loading will be payable during all periods of paid leave (other than long service leave), provided that payment of the loading during personal/carers leave will be capped at one month per annum.

### **21.3 Buyouts on Short Term Distant Assignments and Special Events**

21.3.1 For short term distant assignments, or on the coverage of special events, an employee involved in these activities may, for a specified period of time, be paid a buyout, which may include one or more of the following elements: hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime, public holidays and/or allowances.

21.3.2 The buyout will be calculated on the basis of an assessment of anticipated hours and work patterns over the specified period, and will be mutually agreed in writing between the ABC and the employee (or the employee's representative).

21.3.3 Periods of leave taken in conjunction with the assignment will not attract the buyout.

21.3.4 The buyout agreement may be terminated by either the employee or the ABC two weeks prior to the commencement of the next roster cycle.

### **21.4 Excluded Employees**

21.4.1 Band 9 employees who are in receipt of an annual salary equal to or greater than Rate 'a' as specified in **Schedule A** or **Schedule B** shall be exempt from the application of:

- a. the provisions of **Part H – Hours of Work, Penalties and Overtime** of this Agreement; and
- b. any other provisions of this Agreement with the agreement of the employee.

### **21.5 Averaging of Shift Penalties**

21.5.1 The parties to this Agreement may consider proposals to average shift penalties for a work area over a predefined period.

- 21.5.2 Where the parties agree, composite pay reflecting such proposals may apply on the basis that costs will be comparable to the costs of such payments made under **Part H - Hours of Work, Penalties and Overtime**.

## **22. Supported Wages for employees with disabilities**

- 22.1. The ABC may employ eligible employees under the supported wage system in accordance with the provisions of **Schedule F**.

## **Part G                      Performance Management**

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### **23. Performance Management**

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#### **23.1      Application**

- 23.1.1 Ongoing employees, employees engaged on Nominated Long Term Specified Task Employment, employees engaged on Nominated Long Fixed Term Employment and employees on Phased Retirement Employment will participate in the performance management system. The performance management system will be applied in accordance with Performance Management Guidelines agreed between the ABC, CPSU and Alliance (and as amended or varied from time to time), consistent with this clause. The Performance Management Guidelines do not form part of this Agreement. In the event of inconsistency, the Agreement will prevail.

#### **23.2      Performance Cycle**

- 23.2.1 The performance cycle is generally the 12 month period during which the employee's job is planned, regular feedback is given and received, and the employee's performance is formally appraised.
- 23.2.2 The common deadline for completing appraisal meetings in respect of the completed performance cycle (**Appraisal Due Date**) will be 1 March each year, unless the ABC determines in accordance with the Performance Management Guidelines that an alternative date should apply for a specific division.

#### **23.3      Job Plan**

- 23.3.1 The Job Plan will provide a clear description of the employee's Performance Requirements and Individual Development Plan for the forthcoming cycle. The Job Plan will be based on the ABC's corporate, divisional and operational plans, training plans, the relevant position description and the employee's capabilities, development needs and career aspirations. The Job Plan will indicate the appropriate salary band or bands consistent with the Work Level Standards.
- 23.3.2 Job Planning may involve managers designing new jobs to keep pace with changing operational requirements, or finetuning existing jobs around the range of functions appropriate to the employee's classification. However in many cases, for example where a number of employees are performing similar work, Job Plans may be generic.
- 23.3.3 The Job Plan will be developed by the manager with the participation



of the employee and preferably will be mutually agreed. In the case of disagreement at this stage, the employee or the manager may refer the matter to the manager's manager and to the director in an attempt to have it resolved. In the absence of resolution, the Job Plan will be as determined by the ABC, with the employee's disagreement and reasons for it noted in the Job Plan.

#### **23.4 Tracking and Feedback**

23.4.1 The manager and employee will monitor progress and provide ongoing feedback throughout the performance cycle on what has been achieved against the Job Plan. This feedback will take into account the employee's performance, the effectiveness and appropriateness of the Job Plan, any modifications or variations to the plan required, and progress in implementing the Individual Development Plan.

#### **23.5 Managing Underperformance**

23.5.1 Discussions about work performance may be held at any time as part of the ongoing tracking and feedback process. Where a problem with an employee's performance is identified and the manager determines that formal processes need to be applied, the manager will:

- a. advise the employee in writing that an underperformance issue/s needs to be addressed;
- b. inform the employee of the performance standards they are expected to achieve and area/s of performance they need to improve;
- c. provide an opportunity for the employee to respond so that all relevant matters can be considered, including any possible changes to the performance standards expected and any requests by the employee for training, coaching, re-arrangement of duties or changes to the work environment;
- d. set a reasonable period within which the employee's performance will be monitored and a review having regard to (c) above.

23.5.2 If adequate progress has not been made by the review date, the ABC:

- a. may decide to transfer the employee to another function or work area with the employee's consent; or
- b. will commence the proper dealing with unsatisfactory performance in accordance with **Clause 24. Unsatisfactory Performance**.

23.5.3 Prior to commencing procedures for dealing with unsatisfactory performance in accordance with Clause 24 below:

- a. The employee may provide medical evidence satisfactory to the ABC that they are, or are likely to be, incapable of performing their job to the required standard of performance due to medical reasons, in which case the matter will be case managed in accordance with **Clause 57 Medical Incapacity & Rehabilitation**.
- b. Where the employee's role has significantly altered at the initiative of the ABC as a result of technological change, or changes to work practices, the manager in conjunction with a representative of People & Learning will consider whether all reasonable effort has been made by the employee to adapt to the altered role. Where, despite all reasonable effort, the employee is unable to perform the altered role to the required standard of performance, the employee will be considered redundant and managed in accordance with **Part M - Redundancy**.

## **23.6 Appraisal and Planning Meeting**

23.6.1 On or prior to the Appraisal Due Date, the manager and employee will meet to formally review the employee's performance and development over the previous cycle. Provided that where an employee is unavailable because of leave, the meeting will be held as soon as possible on their return.

23.6.2 The purpose of the appraisal meeting will be to provide feedback and acknowledgement of the employee's achievements and contribution over the past performance cycle, to identify further development needs, and to discuss the Job Plan for the year ahead.

23.6.3 The employee's manager may obtain feedback from other managers, supervisors or clients (where available) for whom the employee has worked during the cycle at the conclusion, or as close as possible to the conclusion, of these periods of work.

23.6.4 The employee will be given at least one week's notice prior to their appraisal meeting. The employee will be given access to their Job Plan and advised that they may provide additional information in accordance with clause 23.6.5 below.

23.6.5 The employee may, prior to or during their appraisal, bring to the attention of their manager details of supplementary tasks and functions and levels of performance demonstrated during the cycle that have not been included in the Job Plan. In most cases it is expected that these details will have been dealt with through the processes described in subclause 23.4

### 23.7 Appraisal Outcome

23.7.1 The provisions of this subclause do not apply where:

- a. the employee has been working to their Job Plan for less than six months during the performance cycle;
- b. the employee has been absent on leave in excess of six months during the performance cycle; or
- c. the employee has been promoted or transferred with a salary increase within six months prior to the end of the performance cycle.

23.7.2 Following the appraisal meeting, the manager will evaluate the employee's performance against the requirements of the Job Plan and the Work Level Standards. Subject to (a) and (b) of this paragraph, performance will be rated in accordance with the following definitions:

Rating		Description
U	Unsatisfactory	Performance fails to meet minimum requirements within the current band. Performance to be managed in accordance with Clause 24. Unsatisfactory Performance.
UP	Underperforming	Performance fails to meet some requirements within the current band. Performance to be managed in accordance with Subclause 23.5. Managing Underperformance.
M	Meets	Performance meets all requirements within the current band.
E	Exceeds	Performance exceeds all or most requirements within the current band.
P	Promote	Performance meets or exceeds requirements within the next higher band.

- a. A rating of 'U' will only be possible where attempts to remedy underperformance in accordance with 23.5 have proved unsuccessful.
- b. A rating of 'P' will only be possible where the Job Plan has been drawn up or subsequently changed to include the next higher band.

23.7.3 The rating will be used to govern salary advancement where appropriate, either within the current salary band or to the next higher band in accordance with the Job Plan. The following principles will apply:

- a. No salary increase will be payable to employees who are rated 'U' or 'UP'.
- b. Employees in Bands 1-6 will be advanced:

- i. one salary point within their current band with a rating of 'M'; or
    - ii. two or more salary points within their current band with a rating of 'E'.
  - c. Employees in Bands 7 to 8 will be advanced within their current band with a rating of 'E'.
  - d. Employees in Bands 1 to 8 who are rated 'P' will be advanced to the next higher band.
- 23.7.4 Salary for employees in Band 9 will be at the discretion of management.
- 23.7.5 Appraisals will be completed and employees advised of the outcome where practicable within one month of the Appraisal Due Date, but in any event the Appraisal outcome will be advised (other than for delays due to leave) no later than two months following the Appraisal Due Date.
- 23.7.6 Any salary increases resulting from an Appraisal will be paid with effect from the first pay period on or after the Appraisal Due Date.

## **23.8 Long Term Higher Duties**

- 23.8.1 Employees referred to in clause 23.1.1 above who, on the Appraisal Due Date, have been on long term higher duties in excess of six months, will be evaluated in their acting position but will not have access to the provisions of subclause **61.4, Reconsideration and Appeal Against an Appraisal Decision**.
- 23.8.2 A rating received from an Appraisal in a higher duties position will be used to govern salary advancement where appropriate within an employee's substantive salary band when the temporary transfer ceases.

## **23.9 Reconsideration, Appeal and Dispute Resolution**

- 23.9.1 Disputes regarding:
- a. a salary outcome or rating of an Appraisal; or
  - b. an employee who believes that they have regularly been performing, and were required to perform, tasks beyond the level specified in their Job Plan;
- will be dealt with in accordance with subclause **61.4 Reconsideration and Appeal against an Appraisal Decision**.

## **24. Unsatisfactory Performance**

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### **24.1 Performance Improvement Plan**

- 24.1.1 Where attempts to remedy underperformance have proved unsuccessful (in accordance with subclause 23.5 Managing Underperformance), the manager will notify the employee that there is a problem and will develop a Performance Improvement Plan setting out:
- a. in what ways and to what extent the employee's performance is unsatisfactory.
  - b. the standards of performance required. These standards will be set fairly and shall be consistent with the Work Level Standards.
  - c. where appropriate, details of training programs and/or any rearrangement of duties or changes to the work environment designed to assist the employee to meet the required standards of performance.
  - d. a reasonable time frame for the employee to show improvement.
  - e. the likely consequences if the employee does not meet the required standard.
- 24.1.2 The development of the Performance Improvement Plan and the assessment of the employee's performance against that plan will be carried out with the ongoing involvement of a People and Learning manager or representative.
- 24.1.3 During a meeting with the employee to discuss the Performance Improvement Plan, the manager will:
- a. review the plan with the employee, including the performance standards they are expected to achieve, the area/s of performance they need to improve and by when;
  - b. provide an opportunity for the employee to respond so that all relevant matters can be considered, including any possible changes to the performance standards expected and any requests by the employee for training, coaching, re-arrangement of duties or changes to the work environment;
  - c. confirm the time frame over which the employee's performance will be monitored against the plan and the date for review having regard to (b) above;
  - d. inform the employee of the likely consequences if they do not meet the required standard.

## **24.2 Assessment**

- 24.2.1 The employee's performance will be assessed against the objectives and over the period specified in the Performance Improvement Plan.

### **24.3 Performance Improved to a Satisfactory Standard**

- 24.3.1 If it is determined that the employee's performance has improved to a satisfactory standard, then appropriate recognition will be provided and the performance improvement process will be closed.

### **24.4 Failure to Remedy Performance**

- 24.4.1 If it is determined that the employee's performance remains unsatisfactory, the employee will be formally notified that they have failed to remedy their performance and will be asked to give reasons as to why the ABC should not take action in accordance with subclause 24.4.3. The notification will identify all concerns relating to the employee's performance and will provide an opportunity for the employee to respond at a meeting or in writing.
- 24.4.2 If a satisfactory response is provided by the employee, the ABC may institute a further period of assessment of performance.
- 24.4.3 If a satisfactory response is not provided, or the employee does not comply with the ABC's request, the delegate may:
- a. redesign the employee's position to an equal or lower salary band;
  - b. transfer the employee to another position at an equal or lower salary band; or
  - c. dismiss the employee with due notice, or payment in lieu, in accordance with the relevant provisions of **clause 58 Termination of Employment**.
- 24.4.4 At any stage during the above process the employee may choose to be accompanied or represented by a person of their choice.

## **Part H                      Hours of Work, Penalties and Overtime**

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### **25. General Conditions Relating to Hours, Penalties and Overtime**

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#### **25.1      Application**

- 25.1.1 All employees shall, to the extent applicable, be covered by the provisions of this clause.
- 25.1.2 This clause should be read in conjunction with the specific conditions on hours of work, penalties and overtime contained in the following clauses:
- **Clause 26 Schedule A (Non-Rostered) Employees**
  - **Clause 27 Schedule A (Rostered) Employees**
  - **Clause 28 Schedule B Employees**

#### **25.2      Calculation of Hours Worked**

- 25.2.1 Except on a distant assignment, an employee's hours of ordinary duty will be continuous on any day. For the purposes of this clause:
- a. an unpaid meal break will not break continuity;
  - b. any reasonable additional time involved in travelling directly to and from a location that is not the employee's usual workplace shall be counted as hours worked.

#### **25.3      General Overtime Conditions**

##### **25.3.1      Directions**

- a. The ABC may require an employee to work overtime and the employee shall work such overtime as may reasonably be required from time to time.
- b. Overtime will be worked with the prior direction of the manager or, if the circumstances do not permit prior direction, the subsequent approval in writing by the manager.

##### **25.3.2      Maximum overtime rate**

Overtime payments are calculated on the basis of the employee's ordinary rate of pay, provided that:

- a. if the rate is in excess of ABC salary point 31, payments will be based on ABC salary point 31; and

- b. for the purpose of calculating a salary package, an individual flexibility arrangement or a buyout arrangement, the additional payments prescribed in this subclause will be calculated on the employee's minimum rate of pay under this Agreement and market allowance, if any.

#### 25.3.3 Calculation

- a. An employee's salary for the purpose of computation of overtime shall include any allowance which is specified to count as salary.
- b. The hourly rate for payment of overtime shall be obtained by applying the following formulae:

Time and a half rate	Annual salary	x	6	x	3
	313		38		2
Double time rate	Annual salary	x	6	x	2
	313		38		1
Double time and a half rate	Annual salary	x	6	x	5
	313		38		2

- c. No overtime shall be payable unless the excess duty totals 15 minutes or more.

#### 25.3.4 Minimum payment

- a. Where an employee is required to perform overtime duty which is not continuous with ordinary duty, the minimum payment for each separate overtime attendance shall be for 4 hours at the prescribed overtime rate.
- b. For the purpose of determining whether an overtime attendance is or is not continuous with ordinary duty, or is not separate from other duty, meal periods shall be disregarded.
- c. Where an overtime attendance not continuous with ordinary duty involves duty both before and after midnight, and a higher overtime rate applies on one of the days, the minimum payment shall be calculated at the higher rate.
- d. The provisions of this paragraph do not apply to emergency duty.

#### 25.4 Out of Hours Contact (On Call)

25.4.1 The ABC recognises that a marked variation in 'out of hours' contact and return to work situations may occur across the ABC.

25.4.2 Where warranted, the ABC will establish, by agreement with affected



employees, a compensation mechanism based upon the nature of the contact circumstances and the incidence of call-back requirements.

## **25.5 Limitations on Additional Payments**

- 25.5.1 No payments made under the provisions of this Agreement shall exceed in total the rate of double time, except in the case of payments made in respect of duty performed on a public holiday, in which case payments shall not exceed in total two and a half times the salary rate.

## **26. Schedule A (Non Rostered) Employees**

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### **26.1 Application**

- 26.1.1 This clause applies to Schedule A (Non Rostered) employees and should be read in conjunction with the provisions of **clause 25 General Conditions Relating to Hours, Penalties and Overtime**.
- 26.1.2 Schedule A employees will be regarded as Non-Rostered employees if they are not required to perform ordinary duty outside the period 8.00am to 6.00pm Monday-Friday and/or on Saturday or Sunday for an on-going or fixed period.

### **26.2 Hours of Work**

#### **26.2.1 Arrangement of hours**

The ordinary hours of work for a full time employee will be 76 hours per two week cycle to be worked Monday to Friday.

#### **26.2.2 Standard Day**

- a. The standard day for a full time employee will be 7 hours 36 minutes, with starting and finishing times to be determined by the ABC within the limits of 8.00am to 6.00pm.
- b. An unpaid meal break of 60 minutes shall be given each day between the hours of midday and 2.00pm.

#### **26.2.3 Flexitime**

An employee may vary their starting and finishing times and the period they work each day in accordance with the following flexitime provisions:

- a. Working arrangements will be subject to operational requirements and the approval of the manager;
- b. Start and finish times will be within the bandwidth 7.00am to 7.00pm;
- c. Core time will be between the hours of 10.00am and midday and 2.00pm and 4.00pm, provided that an unpaid meal break of at least

30 minutes shall be taken each day between the hours of midday and 2.00pm (NB. Core time means the period during the day when an employee will perform ordinary duty, unless absent on approved leave or approved core time absence);

- i. attendance will be monitored over a 2 week cycle;
- ii. an employee may accumulate up to a maximum of 10 hours in a cycle and carry this over to the next cycle;
- iii. where the accumulated flexi debit (current shortfall plus carry over from the previous cycle) exceeds 10 hours at the end of the cycle, the excess hours will be without pay; and
- iv. credit flexidays, or parts thereof, may be taken by the employee with the approval of the manager, provided that total core time absence in any cycle must not exceed the core time for a single day.

**26.2.4 Approved core time absence (refer to 26.2.3 for definition of core time):**

- a. An employee must not be absent during core time unless on approved leave or with a manager's approval. A core time absence must not exceed the core time for a single day in any two week cycle. Core time absences may be used for a full day absence or part day absences.
- b. Core time absence should be permitted only where an employee has sufficient flexi credit to cover the core time absence. This would not prevent an employee going into flexi debit as a result of a full day absence. This subparagraph will not prevail where the ABC, having regard to operational requirements, determines otherwise.

**26.2.5 Cessation of flexitime**

The ABC may direct an employee or group of employees to revert to the hours of a standard day, where this is necessary because of essential work requirements or because an employee or group of employees have failed to comply with the provisions of flexitime.

**26.3 Flexible Working Hours Agreements**

26.3.1 Local agreements on the operation of flexitime may be made by agreement between a defined group of employees or an individual employee and the ABC.

26.3.2 Such agreements will be in writing and may be terminated by the employee or the ABC with two weeks' notice.

#### **26.4 Public Holidays**

- 26.4.1 An employee shall be paid an additional 150% of their ordinary rate of pay for ordinary duty worked on a public holiday with a minimum payment of four hours (subject to clause 40.5.2 in the case of a half day public holiday).
- 26.4.2 The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, provided that:
- a. if the rate is in excess of ABC salary point 31, payments will be based on ABC salary point 31; and
  - b. for the purpose of calculating a salary package, an individual flexibility arrangement or a buyout arrangement, the additional payments prescribed in this subclause will be calculated on the employee's minimum rate of pay under this Agreement.

#### **26.5 Overtime**

26.5.1 Overtime is defined as follows:

- a. For an employee working a standard day;
  - i. all work performed in excess of 7 hours 36 minutes, Monday to Friday (including Public Holidays); and
  - ii. all work performed on a Saturday or Sunday.
- b. For an employee working flexitime;
  - i. all work performed outside the flexitime bandwidth, Monday to Friday (including Public Holidays); or
  - ii. all work performed outside the pre-arranged pattern of daily hours of ordinary duty during the flexitime bandwidth, Monday to Friday (including Public Holidays); and
  - iii. all work performed on a Saturday or Sunday.

26.5.2 Payment in respect of any period of overtime, as defined, will not be made more than once.

26.5.3 The following overtime rates apply:

Monday to Friday	time and a half for the first three hours and double time thereafter
Saturday and Sunday	double time
Public Holidays	double time and a half

#### **26.6 Emergency Duty**

26.6.1 Where an employee is required to attend work and deal with an

emergency at a time when they would not normally be at work, and no notice was given to them prior to ceasing work, they shall be paid for such emergency duty at the rate of double time. Payment will include time spent necessarily travelling to and from work.

26.6.2 The minimum emergency duty payment shall be for two hours.

## **27. Schedule A (Rostered) Employees**

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### **27.1 Application**

27.1.1 This clause applies to Schedule A (Rostered) employees and should be read in conjunction with the provisions of **clause 25 General Conditions Relating to Hours, Penalties and Overtime.**

27.1.2 Schedule A employees will be regarded as Rostered employees if they are required to perform ordinary duty outside the period 8.00am to 6.00pm Monday- Friday and/or on Saturday or Sunday for an ongoing or fixed period.

### **27.2 Hours of Work**

#### **27.2.1 Arrangement of hours**

- a. Full time employees will work an average of 38 ordinary duty hours per week on the following basis:
  - i. on no more than 10 days over a two week cycle; or
  - ii. on no more than 19 days over a four week cycle.
- b. The arrangement of hours (i.e. two or four weeks) will be determined by agreement between a defined group of employees or an individual employee and the ABC, having regard to:
  - i. operational requirements;
  - ii. the need for employees to balance their work and private responsibilities; and
  - iii. the ABC's 'duty of care' and other obligations flowing from relevant WHS and EEO legislation.
- c. In the event that no agreement can be reached under subparagraph (b), then either party has the right to follow the procedures set out in **clause 61. Prevention and Resolution of Disputes.**

#### **27.2.2 Daily hours**

- a. Daily ordinary hours will be no less than 7 and no more than 10 (excluding meal breaks), provided that daily ordinary hours may

be as little as four for staff working on radio presentation/production shifts:

- i. on weekends and public holidays;
  - ii. for outside broadcasts; or
  - iii. for the recording and/or live broadcast of live music performances.
- b. Daily ordinary hours may be worked on any day Monday to Sunday inclusive.

#### 27.2.3 Consecutive days worked

The number of consecutive days worked should, where practicable, be limited to seven, and in any case (except on a distant assignment) will not exceed 12.

#### 27.2.4 Break between shifts

An employee will be entitled to a minimum break of 11 hours between finishing duty on one day and the resumption of ordinary duty.

#### 27.2.5 Meal and Crib Breaks

- a. Unpaid meal breaks shall not be less than 30 minutes and not more than 60 minutes duration. Crib breaks counting as time on duty shall be less than 30 minutes but not less than 15 minutes duration.
- b. As far as practicable meal breaks should be allowed during the following recognised meal periods:
  - **7.00 am to 9.00 am**
  - **Noon to 2.00 pm**
  - **5.00 pm to 7.00 pm**
  - **Midnight to 1.00 am**
- c. As far as practicable, periods of duty should not exceed 5 hours without either a meal or crib break, but in any case will not exceed 6 hours.

### 27.3 Rostered Free Days (RFDs)

#### 27.3.1 Entitlement

- a. Where a two weekly cycle is worked, an employee will receive a minimum of four Rostered Free Days (RFDs), with at least two days consecutive.
- b. Subject to (c), where a four weekly cycle is worked, an employee

will receive a minimum of nine RFDs arranged so that:

- i. at least two sets of consecutive days are granted, one of three RFDs and one of two RFDs; or
  - ii. at least three sets of two consecutive days are granted.
- c. The ABC may allow an employee on a four weekly cycle to accumulate or anticipate one RFD in each cycle up to a maximum of five. In such cases the employee will receive a minimum of eight RFDs with at least two sets of two days consecutive.

#### **27.3.2 Definition of RFD**

- a. In this clause, Rostered Free Day (RFD) means a day (24 hours) during which an employee is not required to attend for duty or hold themselves available for duty.
- b. Where a single RFD is given, an additional break of 11 hours shall be provided between the time at which the employee finishes work (irrespective of whether that work is ordinary duty or overtime) and the commencement of the 24 hours of the RFD. Where two or more consecutive RFDs are given, this additional break will be reduced to eight hours.

#### **27.4 Flexible Working Hours**

27.4.1 Local agreements providing for alternative arrangements of hours and free days may be made in the workplace by agreement between a defined group of employees or an individual employee and the ABC, provided that, over an agreed period:

- a. average fortnightly hours will not exceed 76; and
- b. minimum free days per fortnight will be not less than four.

27.4.2 Employees will be advised of their right to be accompanied by a representative in negotiating the agreement.

27.4.3 Any agreement will be in writing and may be terminated by the employee or the ABC with two weeks' notice.

#### **27.5 Rosters and Changes to Rosters**

27.5.1 Rosters will be made available to employees at least seven days in advance of the fortnight to which they refer.

27.5.2 Rosters will be designed to meet:

- a. operational requirements;
- b. the need for employees to balance their work and private

responsibilities; and

- c. the ABC's 'duty of care' and other obligations flowing from relevant WHS and EEO legislation.

27.5.3 Rosters will incorporate start and finish times and RFDs.

27.5.4 Except where mutually agreed, an employee will be given at least 72 hours notice of a change of shift, including the replacement of an RFD with a shift, unless the change is due to the unexpected sickness or absence of another employee, in which case notice shall be given no later than the time of finishing work on the previous day or, if off duty, not less than 24 hours prior to the ceasing time of rostered duty on the day of the requirement.

27.5.5 Except where mutually agreed, an employee will be given at least 72 hours notice where an RFD is to be rostered in lieu of a rostered shift.

27.5.6 Any changes to rosters with less than 72 hours notice will be confirmed with employees.

27.5.7 This subclause does not apply to employees on a distant assignment.

#### **27.6 Exchange of shifts**

27.6.1 Employees will be permitted to exchange shifts with the approval of the ABC but such exchange shall not result in the ABC paying any additional penalties as a direct result of such change.

#### **27.7 Special Rates**

27.7.1 General

- a. Payments prescribed in this subclause are limited to hours of ordinary duty.
- b. The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, provided that:
  - i. if the rate is in excess of ABC salary point 31, payments will be based on ABC salary point 31; and
  - ii. for the purpose of calculating a salary package, an individual flexibility arrangement or a buyout arrangement, the additional payments prescribed in this subclause will be calculated on the employee's minimum rate of pay under this Agreement and market allowance, if any.

27.7.2 Insufficient notice of roster change

Where an employee is not notified of a roster change in accordance with subclause 27.5, they will be paid at the rate of 50% additional to the

ordinary rate of pay for that part of the new shift which occurs outside the limits of the original shift, subject to the difference between the starting or finishing times of the two shifts being greater than 90 minutes. Provided that any hours worked in excess of the original number of hours as a result of the roster change will be treated as overtime in accordance with subclause 27.9.

**27.7.3 Work over six hours without a break**

If an employee is required to continue on ordinary duty without a meal or crib break for more than six hours, payment will be made at the rate of 50% additional until a meal or crib break is given.

**27.7.4 Insufficient break between shifts**

Subject to OH&S guidelines, if an employee is required, other than by mutual agreement, to perform work on a shift of ordinary duty without a break of 11 hours after finishing work (irrespective of whether that work is ordinary duty or overtime), payment will be made at the rate of 100% additional for all ordinary duty hours worked before the expiration of 11 hours.

**27.7.5 Insufficient break over RFDs**

If the additional break between the time at which an employee finishes work and the commencement of the 24 hours of a RFD is less than the break specified in subparagraph 27.3.2, the gap between the actual break granted and the specified break will be paid for at the rate of 50% additional to the employee's ordinary rate of pay.

**27.8 Shift Penalties**

**27.8.1 General**

- a. Payments prescribed in this subclause shall not be taken into account in the calculation of overtime or in the determination of any allowance based on salary, nor shall they be paid with respect to any shift more than once.
- b. Payments prescribed in 27.8.2 and 27.8.3 shall not be payable for periods of duty for which the provisions of subclause 27.7 Special Rates apply.
- c. Payments prescribed in 27.8.7 (midnight to dawn) shall not be payable for periods of duty for which the provisions of 27.7.4 (Insufficient break between shifts) and 27.7.5 (Insufficient break over RFDs) apply.
- d. The additional payments prescribed in this subclause are calculated



on the basis of the employee's ordinary rate of pay, provided that:

- i. if the rate is in excess of ABC salary point 31, payments will be based on ABC salary point 31; and
- ii. for the purpose of measuring a salary package, arrangement under an individual flexibility agreement or a buyout arrangement, the additional payments prescribed in this subclause will be calculated on the employee's minimum rate of pay under this Agreement and market allowance, if any.

#### **27.8.2 Monday to Friday Shifts**

An employee who is rostered to perform and actually performs ordinary duty on a shift any part of which falls between the hours of 6.00pm and 6.30am Monday- Friday shall be paid an additional 15% of their ordinary rate of pay for that shift.

#### **27.8.3 Continuous late shifts**

An employee who is rostered to perform and actually performs ordinary duty for at least four consecutive weeks on a shift falling wholly within the hours of 6.00 pm and 8.00am, shall be paid an additional 30% of their ordinary rate of pay for each Monday to Friday shift during that period.

#### **27.8.4 Saturday**

Payment shall be made at the rate of 50% additional for all ordinary duty performed on a Saturday.

#### **27.8.5 Sunday**

Payment shall be made at the rate of 100% additional for all ordinary duty performed on a Sunday.

#### **27.8.6 Public Holiday**

Payment shall be made at the rate of 150% additional for all ordinary duty performed on a public holiday with a minimum payment of four hours (subject to paragraph 40.5.2 in the case of a half day public holiday).

#### **27.8.7 'Midnight to dawn'**

Payment shall be made at the rate of 50% additional for all ordinary duty performed between midnight and 6.00am on any day other than Saturdays, Sundays and public holidays.

### **27.9 Overtime**

#### **27.9.1 Overtime is defined as all work performed:**

- a. in excess of daily rostered hours;
- b. in excess of 10 hours on any day;
- c. in excess of an average of 38 hours per week over a two or four week cycle;
- d. on a cancelled rostered free day (CRFD) for which no substitute is provided (subject to 25.3.4);
- e. on each day that falls outside a limit of 12 consecutive days worked (except on a distant assignment);
- f. on a shift that is not continuous with ordinary duty on any day (subject to 25.3.4) except on a distant assignment.

27.9.2 Payment in respect of any period of overtime, as defined, will not be made more than once.

27.9.3 Overtime rates

Monday to Friday	time and a half for the first three hours and double time thereafter. Provided that duty performed in excess of a spread of 12 hours (including meal breaks) will be paid at double time.
Saturday and Sunday	double time
Public Holidays	double time and a half

27.9.4 Time off in lieu of overtime

- a. By mutual agreement, time off in lieu of overtime may be accumulated and taken on an hour for hour basis (i.e. one hour's overtime = one hour's time off).
- b. Where time off in lieu has been agreed but not taken within four weeks (or some other period to be agreed in writing), payment of the original entitlement will be made.

**27.10 Emergency Duty**

27.10.1 Where an employee is required to attend work and deal with an emergency at a time when they would not normally be at work, and no notice was given to them prior to ceasing work, they shall be paid for such emergency duty at the rate of double time. Payment will include time spent necessarily travelling to and from work.

27.10.2 The minimum emergency duty payment shall be for two hours.

27.10.3 This subclause will not apply to an employee whose duty for the day is varied by alteration to the commencement time of the scheduled shift to meet an emergency.

## **28. Schedule B (Rostered) Employees**

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### **28.1 Application**

- 28.1.1 This clause applies to Schedule B employees and should be read in conjunction with the provisions of **clause 25. General Conditions Relating to Hours, Penalties and Overtime.**

### **28.2 Hours of Work**

#### **28.2.1 Arrangement of hours**

- a. Full time employees will work an average of 38 ordinary duty hours per week on the following basis:
  - i. on no more than 10 days over a two week cycle; or
  - ii. on no more than 19 days over a four week cycle.
- b. The arrangement of hours (i.e. two or four weeks) will be determined by agreement between a defined group of employees or an individual employee and the ABC, having regard to:
  - i. operational requirements;
  - ii. the need for employees to balance their work and private responsibilities; and
  - iii. the ABC's 'duty of care' and other obligations flowing from relevant WHS and EEO legislation.
- c. In the event that no agreement can be reached under subparagraph (b), then either party has the right to follow the procedures set out in **clause 61. Prevention and Resolution of Disputes.**

#### **28.2.2 Daily hours**

Daily ordinary hours will be no less than four (excluding meal breaks) and no more than 11 (including meal breaks) and may be worked on any day, Monday to Sunday inclusive.

#### **28.2.3 Consecutive days worked**

The number of consecutive days worked should, where practicable, be limited to seven, and in any case (except on a distant assignment) will not exceed 12.

#### **28.2.4 Consecutive overnight shifts**

The number of consecutive overnight night shifts worked will not exceed five. An overnight shift is defined as a shift commencing on or after

8.00pm.

**28.2.5 Break between shifts**

An employee will be entitled to a minimum break of 11 hours between finishing work on one day and the resumption of ordinary duty.

**28.2.6 Meal and Crib Breaks**

- a. Unpaid meal breaks shall be not less than 30 minutes and not more than 60 minutes duration. Crib breaks counting as time on duty shall be less than 30 minutes but not less than 15 minutes duration.
- b. As far as practicable, periods of duty should not exceed 5 hours without either a meal or crib break, but in any case will not exceed 6 hours.

**28.3 Rostered Free Days**

**28.3.1 Minimum entitlement**

- a. Where a two weekly cycle is worked, an employee will receive a minimum of four Rostered Free Days (RFDs), with at least two days consecutive.
- b. Subject to (c), where a four weekly cycle is worked, an employee will receive a minimum of nine RFDs arranged so that:
  - i. at least two sets of consecutive days are granted, one of three RFDs and one of two RFDs; or
  - ii. at least three sets of two consecutive days are granted.
- c. The ABC may allow an employee on a four weekly cycle to accumulate or anticipate one RFD in each cycle up to a maximum of five. In such cases the employee will receive a minimum of eight RFDs with at least two sets of two days consecutive.
- d. In the cycles (two weekly or four weekly) in which Christmas Day and Good Friday occur, the number of RFDs will be increased by one and, where practicable, will be given consecutively with another free day or days during the cycle or, by agreement with the employee, in another cycle.
- e. Where a federal, state or territory government gazettes a public holiday as a once only event to mark a special occasion and where it is not in substitution for any existing public holiday, the number of RFDs in the cycles (two weekly or four weekly) in which the special public holiday occurs will be increased by one (or, in

the case of a half day public holiday, by half a day) and, where practicable, will be given consecutively with another free day or days during the cycle.

- f. Where an employee is required to work on a day which was indicated as a RFD, the ABC will give a substitute RFD within the same or next succeeding shift cycle. Further, the substitute RFD will, wherever practicable, be granted so that it is consecutive with another free day, or at a time convenient to the employee.
- g. An employee who is not given any of the RFDs to which they are entitled under this subclause will be paid overtime for work performed on such days (CRFDs) in accordance with subclause 28.9.

#### 28.3.2 Definition of RFD

- a. In this clause, Rostered Free Day (RFD) means a day (24 hours) during which an employee is not required to attend for duty or hold themselves available for duty.
- b. Where a single RFD is given, an additional break of 11 hours should be provided between the time at which the employee finishes work and the commencement of the 24 hours of the RFD. Where two or more consecutive RFDs are given, this additional break will be reduced to eight hours.
- c. Where the additional break is less than the break specified in subparagraph (b), the gap between the actual break granted and the specified break will be paid in accordance with subclause 28.8.3.

### 28.4 Flexible Working Hours Agreements

- 28.4.1 Local agreements providing for alternative arrangements of hours and free days may be made in the workplace by agreement between a defined group of employees or an individual employee and the ABC provided that over an agreed period:
  - a. average fortnightly hours will not exceed 76; and
  - b. minimum free days per fortnight will be not less than four.
- 28.4.2 Employees will be advised of their right to be accompanied by a representative in negotiating the agreement.
- 28.4.3 Any agreement will be in writing and may be terminated by the employee or the ABC with two weeks notice.

## **28.5 Rosters and Changes to Rosters**

- 28.5.1 Rosters will be made available to employees at least seven days in advance of the fortnight to which they refer.
- 28.5.2 Where a change to a roster is not mutually agreed or is not caused by an emergency or shortage of employees through sickness or some other unforeseen circumstance, the ABC will endeavour to give as much notice as possible of the change and in any event shall give notice prior to the ceasing of duty on the previous shift or, where the employee is off duty, not less than 12 hours before the shift is due to begin.
- 28.5.3 Any changes to rosters with less than 72 hours notice will be confirmed with employees.
- 28.5.4 This subclause does not apply to employees on a distant assignment.

## **28.6 Exchange of shifts**

- 28.6.1 Employees will be permitted to exchange shifts with the approval of the ABC but such exchange shall not result in the ABC paying any additional penalties as a direct result of such change.

## **28.7 Shift Penalties**

### **28.7.1 General**

- a. Payments prescribed in this subclause shall not be taken into account in the calculation of overtime or in the determination of any allowance based on salary, nor shall they be paid with respect to any shift more than once or for which any other form of penalty payment is made under this Agreement.
- b. The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, provided that:
  - i. if the rate is in excess of ABC salary point 23, payments will be based on ABC salary point 23; and
  - ii. for the purpose of measuring a salary package, arrangement under an individual flexibility agreement or a buyout arrangement, the additional payments prescribed in this subclause will be calculated on the employee's minimum rate of pay under this Agreement and market allowance, if any.

### **28.7.2 Monday to Friday shifts**

- a. An employee who is rostered to perform and actually performs ordinary duty on a shift any part of which falls between the hours

7.30pm and 7.30am Monday to Friday, shall be paid an additional 15% of their ordinary rate of pay for that shift.

- b. Provided that for rural employees the hours shall be 6.00pm to 6.30am, Monday to Friday.

#### 28.7.3 Continuous late shifts

- a. An employee who is rostered to perform and actually performs ordinary duty for at least four consecutive weeks on a shift falling wholly within the hours of 7.30pm and 7.30am shall be paid an additional 30% of their ordinary rate of pay for each Monday to Friday shift during that period.
- b. Provided that for rural employees the hours shall be 6.00pm to 6.30am, Monday to Friday.

#### 28.7.4 Consecutive overnight shifts

An employee who performs ordinary duty on more than five consecutive overnight shifts will be paid an additional 50% of their ordinary rate of pay for that shift.

#### 28.7.5 Saturday

Payment shall be made at the rate of 50% additional for all ordinary duty performed on a Saturday.

#### 28.7.6 Sunday

Payment shall be made at the rate of 100% additional for all ordinary duty performed on a Sunday.

### 28.8 Special Rates

#### 28.8.1 General

- a. Payments prescribed in this subclause are limited to hours of ordinary duty.
- b. The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, provided that:
  - i. if the rate is in excess of ABC salary point 31, payments will be based on ABC salary point 31; and
  - ii. for the purpose of measuring a salary package arrangement under an individual flexibility agreement or a buyout arrangement, the additional payments prescribed in this subclause will be calculated on the employee's minimum rate of pay under this Agreement and market allowance, if any.

#### 28.8.2 Insufficient break between shifts

If an employee is required, other than by mutual agreement, to perform work on a shift of ordinary duty without a break of 11 hours after finishing work (irrespective of whether that work is ordinary duty or overtime), payment will be made at the rate of 100% additional for all ordinary duty hours worked before the expiration of 11 hours.

#### 28.8.3 Insufficient break over RFDs

If the additional break between the time at which an employee finishes work and the commencement of the 24 hours of a RFD is less than the break specified in subparagraph 28.3.2b, the gap between the actual break granted and the specified break will be paid for at the rate of 50% additional to the employee's ordinary rate of pay.

### 28.9 Overtime

#### 28.9.1 Overtime is defined as all work performed:

- a. in excess of daily rostered hours;
- b. after 11 hours from commencement of ordinary duty on any day;
- c. in excess of an average of 38 hours per week over a two or four week cycle;
- d. on a cancelled rostered free day (CRFD) for which no substitute has been provided (subject to 25.3.4);
- e. on each day that falls outside a limit of 12 consecutive days worked (except on a distant assignment);
- f. on a shift that is not continuous with ordinary duty on any day (subject to 25.3.4) except on a distant assignment.

28.9.2 Payment in respect of any period of overtime, as defined, will not be made more than once.

#### 28.9.3 Overtime rates

- a. Except where otherwise provided for in this paragraph, overtime will be paid at the following rates:

Monday to Saturday	time and a half for the first three hours and double time thereafter
Sunday	double time

- b. All work performed on a cancelled rostered free day will be paid at double



time.

#### 28.9.4 Time off in lieu of overtime

- a. By mutual agreement, time off in lieu of overtime may be accumulated and taken on an hour for hour basis (i.e. one hour's overtime = one hour's time off).
- b. Where time off in lieu has been agreed but not taken within four weeks (or some other period to be agreed in writing), payment of the original entitlement will be made.

# **Part I Allowances and Miscellaneous Payments**

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## **29. Meal Allowance**

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- 29.1.1 Employees will be eligible to receive a meal allowance in the following circumstances:
- a. Where they commence work at or before 6.00am and the period of work extends to or beyond 2.00pm;
  - b. Where they commence work at or before 11 am and the period of work extends to or beyond 7.00pm;
  - c. Where they commence work at or before 6.00pm and the period of work extends to or beyond 1.00am;
  - d. Where they commence work at or before 12 midnight and the period of work extends to or beyond 9.00am.
- 29.1.2 Provided that no meal allowance will be paid where the employee is receiving travelling allowance or an adequate meal has been provided by the ABC.
- 29.1.3 The prescribed rate of the meal allowance is contained in Schedule C, which will be reviewed periodically by the ABC.
- 29.1.4 The Meal Allowance Transition and Compensation Provisions in Schedule D apply and override this clause to the extent of any inconsistency.

## **30. Private Vehicle Allowance**

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- 30.1.1 The ABC may authorise an employee to use a private vehicle owned or hired by the employee for official purposes, where such authorisation is warranted in terms of greater efficiency or involves the ABC in less expense.
- 30.1.2 The ABC may grant permission for an employee to use a private vehicle:
- a. for a specific journey or purpose; or
  - b. to travel to or from work on emergency duty; or
  - c. to return to the employee's permanent station to take annual leave where the employee has been temporarily transferred from one place to another.

- 30.1.3 The prescribed rate per kilometre of the private vehicle allowance is contained in Schedule C, which will be reviewed periodically by the ABC.
- 30.1.4 An employee will be eligible for an additional payment where the employee can demonstrate that the allowance payable is insufficient to meet expenses reasonably incurred on official business.

### **31. Television Clothing Allowance**

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- 31.1.1 A Television Clothing Allowance will be payable to employees who appear before the camera on a regular working basis.
- 31.1.2 The allowance will be determined on an individual basis in accordance with the rates contained in Schedule C, which will be reviewed periodically by the ABC.

### **32. First Aid Allowance**

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- 32.1.1 A first aid allowance will be paid to employees who possess a current approved First Aid Certificate and are designated to undertake first aid responsibilities within the ABC.
- 32.1.2 The prescribed rate of first aid allowance is contained in Schedule C, which will be reviewed periodically by the ABC.
- 32.1.3 This allowance will count as salary for all purposes including superannuation.

### **33. Relocation and Reunion Assistance**

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- 33.1.1 The ABC will determine on a case by case basis the extent of payment of reasonable costs associated with relocation from one locality to another of an employee upon promotion, transfer (including temporary transfer), or engagement in accordance with ABC 'Relocation and Reunion Assistance Guidelines' in place from time to time. Payment of reasonable costs will include, but not be limited to, conveyance of employee and family, and removal and other relevant expenses.
- 33.1.2 Where, in respect of their duties with the ABC, an employee has been temporarily relocated to a new locality for a period of at least three months, they may be reimbursed the costs of travel for an appropriate number of return journeys for the purposes of visiting family. The frequency of reimbursement of return travel costs will be determined by the relevant delegate on a case by case basis in accordance with ABC Relocation and Reunion Assistance Guidelines in place from time to time.
- 33.1.3 Any proposed variation to the Relocation and Reunion Assistance

Guidelines in place at the commencement of this Agreement will be the subject of consultation between the parties. Any dispute will be dealt with in accordance with **clause 61. Prevention and Resolution of Disputes.**

### **34. Isolated Locality Assistance**

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#### **34.1 District Allowance**

- 34.1.1 District allowance is payable to employees in recognition of additional living costs incurred in certain isolated localities.
- 34.1.2 Employees working in a prescribed isolated locality are eligible for the payment of District Allowance for each complete month of service in the locality in accordance with the rates set out in Schedule C.
- 34.1.3 Employees eligible for District Allowance who incur high electricity costs may be reimbursed part of these costs.
- 34.1.4 The ABC will review periodically the localities listed and the rates of allowance payable.

#### **34.2 Isolated Locality Fares**

- 34.2.1 An employee working permanently at a locality listed below will be eligible for fares assistance for return travel to the nearest state capital for leave of absence in respect of themselves and any eligible partner and dependants, subject to the following:
  - a. for the localities of Alice Springs, Broome, Karratha, Kununurra, Longreach and Mt Isa, the fares assistance will be available once in respect of every completed 12 months' service.
  - b. for the localities of Cairns and Townsville, the fares assistance will be available once in respect of every completed 24 months' service.
- 34.2.2 The ABC will authorise additional fares assistance to an employee and any eligible partner and dependants, on a case-by-case basis, where circumstances so warrant including emergency and compassionate reasons.
- 34.2.3 Where an employee, who has not utilised all or part of two previously accrued entitlements to fares assistance, becomes eligible for a third entitlement, the first entitlement (or any remaining part thereof) will lapse.

#### **34.3 Darwin Airfares Assistance**

- 34.3.1 Schedule A employees who were employed by the ABC in Darwin as at 30 June 1998 and Schedule B employees who were employed by the

ABC in Darwin as at 3 July 2000 will be entitled to airfares assistance in accordance with Schedule E of this Agreement, provided that they have not accepted and been paid the buyout specified in the Schedule. Such entitlement shall continue while they are employed in Darwin.

### **35. Reimbursement of Miscellaneous Expenses**

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- 35.1.1 The ABC will approve the reimbursement of miscellaneous expenses reasonably incurred in the course of an employee's work, in the following cases:
- a. the loss or damage to clothing or personal effects;
  - b. where special clothing requirements are necessary for an employee to work on a particular assignment or at a particular locality;
  - c. where excess fares are incurred by an employee in travelling to a new workplace following a temporary change in work location. Excess fares are not payable where an employee has been transferred to a new location on an ongoing or long term basis (i.e. greater than three months);
  - d. where an employee reasonably incurs a work related expense relating to the use of equipment, provided that:
    - i. the employee is able to supply the necessary supporting documentation;
    - ii. any expense in excess of \$200 must be pre-approved by the employee's manager; and
    - iii. the expense and claim are otherwise consistent with ABC's policies.
  - e. other circumstances considered warranted by the delegate.

### **36. Assistance with Travel to or from Work**

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- 36.1.1 The parties acknowledge that in the usual course of events travel between home and work is the responsibility of the employee. As a general rule, therefore, the ABC will not reimburse taxi fares or issue taxi vouchers for travel by employees between home and work.
- 36.1.2 As a clear exception to this general rule, the ABC will provide reasonable assistance with the cost of travel to or from work in situations where:
- a. the employee is required to commence work between 9.30pm and 6.00am; or

- b. the employee is returning home after finishing work between 9.30pm and 6.00am.

36.1.3 Definition of 'reasonable assistance'

**For the purpose of this clause:**

- a. 'reasonable assistance' means the provision of a suitable conveyance or taxi voucher or reimbursement of a taxi fare to enable the employee to reach the nearest of the following: the means of regular public transport, or parking station, or their place of work or home up to a maximum distance of 30 kms;
- b. eligibility for assistance under 36.1.2 is limited to those employees who would otherwise normally be able to use public transport to travel to and from work.

36.1.4 Otherwise, the provision of transport assistance for the employee will be at the discretion of managers, with approval limited to exceptional circumstances. Examples of exceptional circumstances could include where:

- a. an employee becomes sick at work;
- b. a member of an employee's family has an accident or becomes sick or is otherwise in need of urgent assistance;
- c. an employee who is not on call is called in for an emergency; or
- d. an employee finishes work late, there are legitimate safety concerns, and there is no reasonable alternative to a taxi.

36.1.5 Where approval is given under the circumstances at 36.1.4d it should usually be limited to the provision of reasonable assistance as defined in this clause, although individual circumstances may necessitate a different approach.

## **37. Special Circumstances Work Allowance**

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- 37.1.1 Where in relation to the unique aspects of a particular production or working environment, an ABC employee is required to perform work in extraordinary circumstances, an assessment will be made of the need for payment of an additional allowance on a case-by-case basis.

## **Part J                      Leave and Public Holidays**

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### **38. Annual Leave**

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#### **38.1      Schedule A Employees**

38.1.1    Schedule A employees will receive four weeks annual leave to be accrued at the rate of 152 hours per year for full time employees (or pro rata thereof for part time employees).

38.1.2    Annual leave credits will be calculated according to the following formula:

$$\frac{A \times B \times C}{D} = \text{Accrued Annual leave in hours}$$

where:    A =    the number of hours per week for the entitlement period.  
              B =    the number of calendar days to count as service in the period.  
              C =    4  
              D =    the number of calendar days in the year of service.

#### **38.1.3    Additional Leave for Sundays Worked**

- a.    Schedule A employees rostered to work regular shiftwork on Sundays will be entitled to additional paid annual leave at the rate of one-tenth of a working week for each Sunday worked up to a maximum of one week's leave (equivalent to their ordinary weekly hours) entitlement per 12 months.
- b.    Rostered Sunday overtime shifts, including those that commence or cease on a Sunday and are of three hours or greater duration, will count for the purposes of this clause.
- c.    Additional leave under this clause will be subject to the same terms and conditions as normal annual leave.
- d.    Note: This provision determines the entitlement to additional annual leave associated with working shifts. Section 87(1)(b) of the Act does not also apply.

#### **38.2      Schedule B Employees**

38.2.1    Schedule B employees will receive six weeks' annual leave to be accrued at the rate of 228 hours per year for full time employees (or pro rata thereof for part time employees).

38.2.2    Annual leave credit will be calculated according to the following formula:

$$\frac{A \times B \times C}{D} = \text{Accrued Annual leave in hours}$$

where: A = the number of hours per week for the entitlement period.  
B = the number of calendar days to count as service in the period.  
C = 6  
D = the number of calendar days in the year of service.

38.2.3 Schedule B employees who were employed prior to 3 July 2000 and who continue to be employed as seven day continuous shift workers in Radio Australia (i.e. shift workers who are rostered to work regularly on Sundays) will be entitled to an additional week's annual leave.

38.2.4 Note: This provision determines the entitlements to additional annual leave associated with working shifts. Section 87(1)(b) of the Act does not also apply.

### **38.3 General Conditions in Relation to Annual Leave**

#### **38.3.1 Entitlement**

- a. Annual leave is accrued in hours and credited on a fortnightly basis.
- b. Granting of annual leave is subject to the approval of the relevant manager. Leave will be granted in accordance with actual rostered hours for rostered employees, or if granted in advance of the roster, in accordance with the prescribed nominal daily hours for the employee.
- c. Annual leave counts as service for all purposes.
- d. Casual employees will be paid a loading in lieu of annual leave in accordance with subclause 14.6.3 Casual Employment.
- e. Where warranted, the Managing Director or delegate may approve the granting of additional annual leave in cases where an employee has worked an excessive amount of unpaid overtime.

#### **38.3.2 Management of Excess Leave**

- a. This subclause 38.3.2 applies to any amount of annual leave credits in excess of one-and-a-half years accrual (Excess Leave).
- b. If an employee has Excess Leave, the ABC may provide written notification to the employee that he or she is required to liquidate some or all of their Excess Leave (Liquidation Amount).
- c. Subject to paragraph (e) below, where an employee receives a written notification under subclause (b) above, the employee must, within one month of notification, submit an application to liquidate the Liquidation Amount of leave either by:
  - i. applying to take annual leave within the period



- commencing six months after the notification;
  - ii. offering to agree to cash out annual leave in accordance with subclause 38.3.3; or
  - iii. a combination of both,
  - iv. provided that the total amount of annual leave liquidated is the Liquidation Amount required by the notification.
- d. If an employee does not make an application as required by paragraph (c), the ABC may direct the employee to take some or all of their accrued but untaken annual leave by giving one month's notice in writing.
  - e. An employee is only entitled to cash out more than half of the Liquidation Amount if the employee has taken at least three weeks' annual leave in the previous 12 months.
  - f. The ABC is only entitled to provide a notification under this subclause once in each 12 month period.
  - g. Despite (c) above, the ABC may agree in writing to an application to reduce Excess Leave over a longer period.

#### 38.3.3 Cashing Out

- a. The ABC may, by agreement with an employee, cash out an amount of accrued annual leave provided that:
  - i. subject to clause (ii), the cashing out may not result in the employee's remaining accrued entitlement to paid annual leave being less than six weeks;
  - ii. each cashing out of a particular amount of annual leave must be by a separate agreement between the ABC and the employee;
  - iii. the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone at the time the leave is being cashed out; and
  - iv. the employee's accrued annual leave entitlement will be reduced by the amount of the annual leave cashed out.

#### 38.3.4 Effect of Public Holidays

Where a public holiday to which a Schedule A employee is entitled falls during a period of approved annual leave, the period of the Public Holiday/s is not deducted from annual leave credits.

#### 38.3.5 Cancellation of leave

- a. Where the approved annual leave of an employee is cancelled or where an employee is recalled to work from annual leave, the employee will be re-credited their annual leave to the extent of the affected period.
- b. Where the approved annual leave of an employee is cancelled without reasonable notice, an employee will be eligible to be reimbursed any reasonable expenses incurred as a result of cancellation of travel fares and/or accommodation expenses not otherwise recoverable via insurance or other sources.

#### 38.3.6 Pre 1966 employees

Where an employee was made 'permanent' prior to 26 October 1966, the employee's entitlement to pro rata annual leave payment on separation is to be adjusted to take into account any credits or payments for annual leave for the pre 1966 period of employment.

#### 38.3.7 Additional Annual Leave (Isolated Localities)

Employees working in a prescribed special locality are eligible for a credit of additional annual leave for each complete month of service in the special locality in accordance with the following table.

Locality	Maximum additional annual leave in days per 12 months
Kununurra	7
Darwin, Katherine, Alice Springs, Broome, Kalgoorlie, Esperance, Karratha	5
Longreach, Mt Isa	3
Broken Hill, Cairns, Townsville	2

### 39. Annual Leave Loading

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- 39.1.1 Eligible employees will be entitled to an Annual Leave Loading in accordance with the provisions of this clause except where, during the period of leave taken, they are in receipt of a 'salary package' or 'annual buyout' that includes an amount in lieu of shift penalties.
- 39.1.2 Annual leave loading will be calculated and paid for each full day of annual leave taken. The amount will be the greater of either:
  - a. the daily equivalent of 17.5% of base salary up to the prescribed maximum set by the Australian Statistician; or
  - b. the daily equivalent of average shift penalties earned in the previous

(rolling) 52 week period less any periods during which the employee was on leave.

- 39.1.3 On separation from the ABC, employees will be paid annual leave loading in relation to any unused annual leave for which they will receive payment in lieu.

## **40. Public Holidays (Schedule A Employees)**

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### **40.1 Entitlement**

- 40.1.1 In respect of Schedule A employees, the following paid designated public holidays will apply each calendar year:

- a. 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- b. 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- c. Good Friday and the following Saturday and Monday;
- d. 25 April (Anzac Day) (or substitute);
- e. the relevant Queen's Birthday observance day;
- f. the 'Labour Day' or equivalent in the respective location;
- g. 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
- h. 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December; and
- i. the additional Commonwealth nominated post Christmas holiday.

- 40.1.2 Additionally, up to two further local paid public holidays (or summation of part days), where recognised by the ABC, may also apply at the respective locality.

- 40.1.3 The total number of all public holidays applied in any locality in any calendar year cannot exceed 13, unless a greater number is provided for under the NES.

### **40.2 Special Additional Public Holidays**

- 40.2.1 Where a federal, state or territory government gazettes a public holiday as a once only event to mark a special occasion and where it is not in substitution for any existing public holiday, the public holiday will be observed in addition to those specified in clause 40.1.

#### **40.3 Substituted days**

- 40.3.1 Where a designated public holiday falls on a Saturday or Sunday and is substituted by a different day, the subject Saturday or Sunday will no longer be regarded as a public holiday for remuneration purposes.
- 40.3.2 Where an employee works on both Christmas Day and a substitute holiday, one day will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.
- 40.3.3 Where the ABC and an employee agree, another day may be substituted for any of the public holidays prescribed above. In this circumstance the original public holiday will no longer be regarded as a holiday for the employee.

#### **40.4 Day off in lieu**

- 40.4.1 A rostered full time employee who is rostered off on a public holiday will be granted a day's leave in lieu of the public holiday, within one month if practicable, together with a credit of 7 hours 36 minutes. Where it is not practicable to grant the day's leave, the employee will be paid for the hours credited.
- 40.4.2 A part time employee who does not ordinarily work on a day on which a public holiday falls will be credited with 1/10 of their agreed fortnightly hours as leave in lieu of the public holiday. By mutual agreement, hours credited in this way may be accumulated and taken later as extra leave, including if necessary in conjunction with annual leave. Where it is not practicable to grant the extra leave, the employee will be paid for the hours credited.
- 40.4.3 In the case of an employee whose ordinary hours are confined to Monday to Friday, this clause does not apply when a public holiday falls on a Saturday or Sunday.

#### **40.5 Half Day Public Holiday**

- 40.5.1 A half day public holiday will cover a period of 12 hours and will either cease at midday or commence at midday, depending on the event being celebrated.
- 40.5.2 The minimum additional payment for ordinary duty performed on a public holiday pursuant to paragraph 27.8.6 will, in the case of a half day public holiday, be reduced by any periods of ordinary duty worked prior to the commencement or after the finish of the half day public holiday.
- 40.5.3 Where in a regular cycle of rostered work an employee is rostered off on

a day on which a half day public holiday occurs, the ABC will grant a nominal half day's leave in lieu of the holiday, together with a credit of the hours for a half day. Provided that where this is not practicable, the employee will be paid a half day's pay at the ordinary rate.

## **41. Personal/Carers Leave**

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### **41.1 General and Interaction with NES**

- 41.1.1 An employee will be entitled to personal carer's leave in accordance with this clause 41. To the extent that the NES provides a more favourable outcome for an employee in relation to personal carer's leave in particular circumstances, the employee will receive the benefit of that entitlement.

### **41.2 Entitlement**

- 41.2.1 Employees will have up to 18 days paid personal/carers leave annually and any unused personal/carer leave credits will accumulate year to year. The amount of personal/carers leave which can be used for caring purposes and which an employee will be credited, in any personal/carers leave credit year, is limited at 10 days (1/26<sup>th</sup> of the annual hours worked by the employee). These 10 days are cumulative and there is no limit to the maximum amount of those accumulated days which can be used for caring purposes in any 12 month period, subject to available credits and supporting documentation.
- 41.2.2 Subject to the remainder of this clause, employees may use accumulated personal/carers leave, with the approval of their manager, if they
- a. are absent due to their own personal illness or injury; or
  - b. need to provide care or support to a member of their immediate family or household because of personal illness or injury or an unexpected emergency affecting the member
- 41.2.3 Approval will be subject to the employee:
- a. having the available personal/carers leave credits;
  - b. advising the ABC as soon as reasonably practicable of any absence; and
  - c. providing suitable supporting documentation when requested by the ABC.
- 41.2.4 There is no limit to the maximum continuous amount of personal/carers leave that may be used for absences due to the employee's own personal illness or injury, subject to available credits, medical certification and, if required, the opinion of a medical practitioner nominated by the ABC.

- 41.2.5 The ABC may approve personal/carers leave without pay when personal/carers leave credits are exhausted.

#### **41.3 Definition of 'family'**

- 41.3.1 The term 'family' for the purpose of this clause is inclusive of the generally accepted lifestyles of society and includes any person dependent on the employee for care and support such as a relation by blood (child, sibling, parent, grandparent), marriage (including de facto relationships), adoption, fostering or traditional kinship without discrimination in interpretation as to race or sexual orientation.

#### **41.4 Credits and Debits**

- 41.4.1 Full time employees will receive their annual personal/carers leave credit on their date of commencement and on each subsequent anniversary. Part time employees will accrue a proportional credit according to their part time hours.
- 41.4.2 Personal/carers leave will be cumulative but will not be paid out on separation.
- 41.4.3 Personal/carers leave credits and debits will be recorded in hours and minutes.
- 41.4.4 Personal/carers leave absences will be deducted in accordance with actual rostered hours for rostered employees, and in accordance with the prescribed hours for non-rostered employees.

#### **41.5 Supporting Documentation**

- 41.5.1 In any personal/carers leave credit year up to a total of five working days (maximum three consecutive) can be granted with pay for personal/carers leave without production of suitable supporting documentation, otherwise personal/carers leave will be without pay.
- 41.5.2 Where the absence is due to illness or injury, suitable supporting documentation includes documentation from a medical practitioner, dentist, registered health practitioner, osteopath or similar health practitioner recognised by a health fund.
- 41.5.3 Where the absence is due to an unexpected emergency, or where it is not reasonably practicable for the employee to obtain one of the documents above, a statutory declaration stating that the employee is unfit for work due to personal illness or injury, or that the employee is required to provide care or support to an immediate family or household will be considered suitable supporting documentation.

#### **41.6 Special Circumstances**

- 41.6.1 Advancement of credits

If special circumstances exist an employee can apply to the delegate for consideration of advancement of personal/carers leave credits.

#### 41.6.2 Conversion to half pay

At the employee's request, the ABC may approve the conversion of some or all of the employee's full pay personal/carers leave to half pay.

#### 41.6.3 Fitness for work

In circumstances where an employee has been on extended or regular periods of leave due to illness or injury, or where the condition of the employee may be of concern to the ABC, the employee may be directed to attend an independent medical assessment concerning their fitness for duty.

#### 41.6.4 Interaction with Annual or Long Service Leave

An employee absent on annual or long service leave who provides suitable supporting documentation for a period of leave that would otherwise be considered personal/carers leave can be re-credited for the period of the documented absence, where they have appropriate personal/carers leave credits.

#### 41.6.5 Interaction with Maternity Leave

An employee will not be entitled to take personal/carers leave whilst she is entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*. An employee absent on unpaid maternity leave can be granted personal/carers leave for any period supported by suitable supporting documentation.

#### 41.6.6 Interaction with Worker's Compensation

- a. An original medical certificate from a registered medical practitioner (i.e. doctor) will be required where an absence is related to a claim for worker's compensation.
- b. An employee in receipt of worker's compensation in excess of 45 weeks will only accrue personal/carers leave on an hours actually worked basis.

#### 41.6.7 Maximum period of leave to count as service

The maximum continuous period of personal/carers leave without pay to count as service is 78 weeks.

#### 41.6.8 Special War Service provisions

- a. Where an employee produces evidence that a period of sickness is for a condition accepted by the Department of Veterans' Affairs as a result of war service, the employee will be eligible for war service sick leave at full pay subject to a maximum credit balance of 90 days.
- b. War Service sick leave is accrued as follows:
  - i. 45 days on commencement (less any previous grants); and
  - ii. 15 days per year where required.

#### 41.6.9 Recognition of previous service

- a. Previous service with government organisations will be recognised as service for personal/carers leave crediting purposes so long as the break between periods of such service is no greater than two months - ('government organisations' are those recognised under the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*). The personal/carers leave credit is to be calculated according to the total period of recognised service less any previous, periods of absence (not to count as service) or leave granted or paid in lieu.
- b. An employee who was previously retired on grounds of invalidity and is recommencing as a result of action taken under Section 75 of the *Superannuation Act 1976* is entitled to be credited with personal/carers leave equivalent to the balance at the time of retirement.

## 42. Miscellaneous Paid Leave

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### 42.1.1 Compassionate Leave

Employees are entitled to up to 3 days' paid compassionate leave per occasion where a member of the employee's immediate family or household either:

- a. contracts or develops a personal illness that poses a serious threat to their life; or
- b. sustains a personal injury that poses a serious threat to their life; or
- c. dies.

### 42.1.2 Other Special Leave

Employees are entitled to paid leave in relation to the following other unforeseen emergency situations or special circumstances:



- a. jury service;
- b. attendance as a witness at proceedings on behalf of the Commonwealth or State/Territory Government;
- c. household emergencies, moving house; or
- d. attendance for special religious, ceremonial or cultural obligations.

#### 42.1.3 Discretionary Leave

Subject to the individual circumstances of each case and the operations of the ABC, paid leave may also be granted for:

- a. Australian Defence Force and Australian Defence Force Cadets requirements (leave at full pay for all reasonable operational requests);
- b. participation in Government emergency service activities;
- c. participation in authorised international sporting events;
- d. participation in ABC approved training, consultative committees or appeal boards;
- e. other special circumstances considered appropriate.

#### 42.1.4 Study Leave

Study leave is authorised in accordance with the ABC Study Assistance Policy. Subject to delegate approval, an employee may be granted:

- a. up to five hours per week paid leave (plus necessary travelling time) to attend lectures; and
- b. paid absence for all required examinations.

#### 42.1.5 NAIDOC Leave

- a. Aboriginal and Torres Strait Islander employees may be granted one day's paid leave per year to attend and participate in NAIDOC Week activities (**NAIDOC Leave**), subject to operational requirements.
- b. If the ABC decides that an Aboriginal and Torres Strait Islander employee cannot take NAIDOC Leave due to operational requirements, the ABC may permit the employee to one day's paid leave in the following 6 months to attend a different Indigenous public cultural event instead.

42.1.6 An employee may be requested to provide suitable supporting documentation for any miscellaneous paid leave granted under this clause.

42.1.7 Miscellaneous paid leave will count as service for all purposes.

### **43. Long Service Leave**

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- 43.1.1 Employees are entitled to three months long service leave on full pay after 10 years of qualifying service, in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

### **44. Parental Leave**

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#### **44.1 Unpaid Parental Leave**

- 44.1.1 Unpaid parental leave is provided for in the NES.
- 44.1.2 Female employees who do not have 12 months prior service may be entitled to take 12 months unpaid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973 (MLCE Act)*.

#### **44.2 Paid Maternity Leave**

- 44.2.1 Female employees of the ABC with 12 months prior service are entitled to take up to 52 weeks Maternity Leave of which:
- a. 12 weeks will be paid in accordance with the provisions of the MLCE Act; and
  - b. an additional two weeks will be paid, also on conditions as set out in the MLCE Act.
- 44.2.2 An employee taking Maternity leave may elect to take the paid portion of that leave at half pay over a period of 28 weeks. However, Maternity Leave taken at half pay will not count as service beyond 14 weeks.

#### **44.3 Adoption Leave**

- 44.3.1 Subject to 44.3.2, employees may take up to:
- a. 2 days unpaid leave to attend any interviews or examinations required to obtain approval for the adoption; and
  - b. six weeks paid adoption leave from the date they assume responsibility as the primary carer of the child.
- 44.3.2 Provided that where both parents are employees of the ABC and they wish to share the adoption leave, the combined maximum period of paid leave must not exceed the total paid leave available to a single employee.

#### **44.4 Supporting Partner Leave**

- 44.4.1 An employee who has 12 months prior service, and their spouse or partner gives birth, may take up to two weeks paid leave for the purpose of caring for the child, subject to operational requirements.

- 44.4.2 Paid Supporting Partner leave must be taken within 12 months of the birth and, unless the ABC otherwise agrees, must be taken in minimum periods of one week.
- 44.4.3 The employee is not required to be the primary care giver of the Child to use paid Supporting Partner leave, but the child must be in their care.
- 44.4.4 Paid Supporting Partner leave cannot be taken during a period in which the employee receives Dad and Partner Pay under the *Paid Parental Leave Act 2010* and is in addition to unpaid concurrent parental leave under the NES.
- 44.4.5 An employee wishing to take paid Supporting Partner leave must provide the ABC with suitable notice and supporting documentation.
- 44.4.6 An employee whose spouse or partner gives birth may also use up to 10 days of their personal/carers leave for caring purposes.
- 44.5 Parental Leave to Count as Service**
- 44.5.1 Subject to 44.2.2, paid parental leave under this Agreement counts as service and unpaid parental leave does not count as service.

## **45. Purchased Leave**

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### **45.1 Purchased Leave Agreement**

- 45.1.1 By agreement with the ABC, an ongoing employee may purchase up to 4 weeks additional leave per year, to be funded by fortnightly salary deductions spread evenly over the 12 month period in which the leave will be taken. Provided that:
  - a. applications to purchase leave will only be considered where the employee's annual leave credit does not exceed 6 weeks at the time of application;
  - b. the amount of purchased leave applied for must be in full weeks; and
  - c. approval will be subject to operational requirements and will involve no additional cost to the ABC (i.e. compared with the employee's current arrangements).
- 45.1.2 The purchased leave agreement will be in writing, in advance, and will specify:
  - a. the amount of leave to be purchased;
  - b. the amount of salary to be deducted each fortnight; and
  - c. the anticipated dates when the purchased leave will be taken.

45.1.3 Modifications can be made to the purchased leave agreement where mutually agreed.

45.1.4 Either the employee or the ABC can terminate the agreement with 2 weeks notice.

#### **45.2 Related Conditions**

45.2.1 The fortnightly salary deductions for purchased leave will be calculated on the basis of the employee's ongoing salary (including annual buyout, district, first aid and clothing allowance where applicable) at the time of purchase. Higher duties allowance will not be included in the purchase cost and will not be paid to the employee during periods of purchased leave.

45.2.2 Unless otherwise agreed, purchased leave not taken in accordance with the purchased leave agreement will be reimbursed to the employee at the rate at which it was purchased.

45.2.3 Where, during the 12 month period in which the salary deductions for purchased leave are scheduled:

- a. an employee ceases employment with the ABC; or
- b. the purchased leave agreement ceases to operate; and
- c. payments for purchased leave taken remain outstanding

the amount outstanding must be repaid in full and may be deducted from any termination payment or amount owing to the employee.

45.2.4 Purchased leave will count as service for all purposes.

45.2.5 Purchased leave is not annual leave and does not attract an annual leave loading.

### **46. Leave Without Pay**

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46.1.1 The ABC may approve leave without pay (LWOP) for periods up to 12 months having regard to operational requirements. Leave may be granted for a range of reasons including:

- a. study purposes;
- b. to accompany a partner on a temporary posting;
- c. compassionate or caring reasons;
- d. secondments and exchanges;

- e. additional recreational purposes;
  - f. other special circumstances considered appropriate to the interests of the ABC and the individual.
- 46.1.2 The ABC may also approve periods of LWOP or extensions of LWOP in excess of 12 months. Grants of LWOP in these cases may be for special circumstances, including but not limited to:
- a. study reasons in the interests of the ABC;
  - b. for an employee to take up full time service for an extended period with the Australian Defence Force or ally, or the United Nations;
  - c. to accompany a spouse, employed by a Commonwealth organisation, on an overseas or interstate posting.
- 46.1.3 Unless otherwise approved, LWOP will not count as service for any purpose.
- 46.1.4 Periods of LWOP (not to count as service) will have the following effect on credits:
- a. personal/carers leave and long service leave - credit deferred by the entire period of the absence greater than five days in any personal leave credit year;
  - b. annual leave - credit reduced by absences totalling more than five days per calendar year.
- 46.1.5 LWOP will not normally be approved until available annual leave credits are used.

## **Part K                      Travel and Overseas Postings**

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### **47. Distant Assignments**

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#### **47.1      Definition**

- a. For the purpose of this Agreement, a 'distant assignment' means an assignment requiring an employee to spend one night or more away from the city or town in which they normally work.
- b. A distant assignment shall begin on the employee's departure from the city or town in which they normally work and shall cease on their return.
- c. An employee on temporary transfer or relieving duties, attending schools, courses, conferences or seminars shall not be considered to be on a distant assignment.

#### **47.2      Hours of Work**

- 47.2.1 During a distant assignment, the total of actual work time and travel time shall count as hours worked, provided that travel time shall not include travel beyond eight hours on any day for:
  - a. business class air travel;
  - b. travel by ship on which accommodation and meals are provided; or
  - c. travel by train where a sleeping berth is provided.
- 47.2.2 During a distant assignment, the daily ordinary hours will be the prescribed nominal hours as set out in clause 3.1.9.

### **48. General Travel Conditions**

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- 48.1.1 Travel conditions will be applied in accordance with the ABC guidelines on employee travel. These guidelines do not form part of this Agreement.

### **49. Domestic Travelling Allowance**

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#### **49.1      Eligibility**

- 49.1.1 Subject to paragraph 49.6, an employee who undertakes travel on official ABC business and is required to be absent overnight will be paid an allowance in respect of the costs of accommodation, meals and

incidental expenses. Where an employee has been transferred permanently to a new locality, travelling allowance will not apply in respect of the transfer. This clause does not apply to an employee on a Long Term Assignment.

#### **49.2 Rate of Payment**

- 49.2.1 The allowance is to be calculated in accordance with the travelling allowance rates notified from time to time by the Australian Taxation Office.

#### **49.3 Adjustment to Allowance**

- 49.3.1 In circumstances where an employee has incurred reasonable costs in excess of those paid under this clause, or the actual travel undertaken is less than that calculated, the delegate may authorise an adjustment to the employee's payment.

#### **49.4 Absence not less than ten hours**

- 49.4.1 Except where an employee is rostered to commence and finish work for the day at his/her usual workplace, an employee who is absent from their usual workplace on official ABC business for a period of not less than ten hours, but not absent overnight, will be paid the prescribed rate of allowance.

#### **49.5 Reviewed Travelling Allowance**

- 49.5.1 Where an employee has worked at a temporary locality for more than 21 days, the employee will be eligible for an allowance equal to the amount expended on accommodation, meals and incidental expenses, or an amount which is authorised by the ABC to be reasonable in the circumstances.

#### **49.6 Expenses paid by ABC**

- 49.6.1 Where an employee is provided with accommodation and/or meals at ABC expense, the employee will not be paid an allowance in respect of the subject components.

### **50. Overseas Travelling Allowance**

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#### **50.1 Eligibility**

- 50.1.1 An employee who undertakes overseas travel on official ABC business will be paid:
- a. an allowance in respect of meals and incidental expenses to be calculated in accordance with the overseas travel guidelines as determined by the ABC from time to time; and

- b. transport and accommodation expenses in accordance with the ABC international travel guidelines as determined by the ABC from time to time.

## **50.2 Adjustment**

- 50.2.1 Where an employee has incurred reasonable costs in excess of those paid by the ABC or the actual travel undertaken is less than that calculated, the delegate may authorise an adjustment to the employee's payment.

## **51. Travel By Air**

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### **51.1 Domestic**

- 51.1.1 Employees will normally travel Economy Class when travelling on ABC business within Australia unless otherwise agreed.

### **51.2 International**

- 51.2.1 An employee who is directed to travel overseas for ABC business will fly Business Class unless:

- a. the scheduled flight duration is less than four hours; or
- b. the employee is not required to commence duty within 11 hours after arriving at their destination; or
- c. the ABC and employee otherwise agree,

in which case the employee will fly standard Economy Class.

### **51.3 Special Insurance**

- 51.3.1 An employee who as part of their employment is required to travel in an aircraft in circumstances which in the opinion of the Managing Director (or a person authorised by the Managing Director) may involve risks greater than involved in normal air charter operations shall be insured by the ABC for:

- a. an amount of up to \$500,000 in the event of death; or
- b. amounts considered appropriate by the Managing Director (having regard to usual insurance practices) in the event of partial or total incapacity or injury.

- 51.3.2 The insurance referred to above is to be in addition to section 14(1) of the *Air Accidents (Commonwealth Government Liability) Act 1963*.

- 51.3.3 No special insurance or cover shall however apply in the case of an employee:



- a. who is involved in travel by aircraft used by the Commonwealth for VIP flights; or
- b. who is involved in travel on a flight by a charter aircraft and the type of aircraft chartered is one which may customarily be used on scheduled flights and where no physical work is required of the employee on the flight.

51.3.4 The above clause will operate to the extent allowable by law.

## **52. Insurance General**

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- 52.1.1 If an employee is required to perform work that would invalidate his/her personal assurance policy/ies, the employee will, prior to performing such work, notify the ABC of the details of such policy/ies. The ABC will either give the employee indemnity against this invalidation or give the employee notice that the indemnity will not be given, in which case the employee may decline to perform the work.

## **53. Overseas Posting Conditions**

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- 53.1.1 In respect of employees posted overseas on Long Term Assignment, and employees posted overseas on a Media Development Project regardless of duration, the ABC will apply the provisions set out in its ABC overseas guidelines in place from time to time.

## **Part L                      Managing Change**

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### **54. Consultation**

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54.1.1 This clause applies if:

- a. the ABC has made a formal proposal to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
- b. the change is likely to have a significant effect on employees of the enterprise.

54.1.2 The ABC must notify the relevant employees and any union covered by this Agreement of the formal proposal.

54.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

54.1.4 The ABC must recognise the representative in accordance with clause 54.1.3, if:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the ABC of the identity of the representative.

54.1.5 As soon as practicable after the ABC has developed the formal proposal, the ABC must:

- a. discuss with the relevant employees:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the employees; and
  - iii. measures the ABC is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. for the purposes of the discussion – provide, in writing, to the relevant employees:
  - i. all relevant information about the change including the nature of the change proposed;
  - ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.

- 54.1.6 However, the ABC is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 54.1.7 The ABC must give prompt and genuine consideration to matters raised about major workplace change.
- 54.1.8 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of the ABC's workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.
- 54.1.9 In this term, relevant employees means the employees who may be affected by the major change.

## **Part M                      Redundancy**

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### **55. Redundancy**

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55.1.1 Wherever possible, the ABC will adopt positive alternatives to redundancy, and will seek to minimise the need for redundancies through workforce planning, employee development and performance management strategies, backed up by an active redeployment and retraining policy.

#### **55.2        Reasons for Redundancy**

55.2.1 An employee is redundant where:

- a. they are no longer required for the efficient and economical operation of the ABC; or
- b. they cannot be effectively employed because of technological change or other changes in work practices; or
- c. their function is transferred to another location that is not within reasonable commuting distance of their current location, they are not willing to relocate and there is no suitable alternative position available within reasonable commuting distance; or
- d. their skills, talents or perceived audience appeal are no longer relevant to the ABC's overall program requirements.

#### **55.3        Exclusions**

55.3.1 This clause does not apply to:

- a. Fixed term or specified task employees;
- b. Employees employed on phased retirement employment if the employment is terminating at the agreed end date;
- c. Employees on probation; or
- d. Casual employees.

#### **55.4        Consultation**

55.4.1 Where likely redundancies have been identified, the ABC will at the earliest opportunity hold discussions with affected employees and their representatives concerning:

- a. the reasons for the redundancies and the measures taken to avoid or minimise those redundancies;

- b. the process to be followed where the redundancies arise from there being an excess number of employees within a class of employees (i.e. the redundancy selection process); and
- c. alternatives to redundancy, including natural attrition, transfer and any opportunities for redeployment and/or retraining.

55.4.2 Provided that where the matters required to be discussed under this clause are covered in discussions under **clause 54. Consultation**, those discussions will also be regarded as satisfying the requirements of this clause.

## **55.5 Substitution and Redeployment**

55.5.1 At any time after likely redundancies have been identified, the ABC may at its discretion canvas interest for voluntary redundancies from unaffected employees in substitution for affected employees and/or opportunities for redeployment for affected employees.

55.5.2 In assessing the viability of substitution, the ABC will have regard to the relative competency, experience and efficiency of the employees in question and the relative costs of redundancy between the affected employee/s and the proposed substitute employee/s. The final decision in relation to substitution and/or redeployment will rest with the ABC.

55.5.3 Where the ABC agrees to a substitution:

- a. the substitute employee will, as soon as practicable, be formally notified that they are to be retrenched in accordance with 55.9.1c; and
- b. the original employee will be redeployed into the substitute employee's position.

## **55.6 Notification of Redundancy**

55.6.1 Where, following initial discussions and completion of a redundancy selection process if applicable, the ABC has determined that an employee is redundant for a reason or reasons specified in 55.2.1 (other than a substitute employee who is to be made redundant under clause 55.5.3), the ABC will ensure that the employee receives written notification inviting them to consider and choose from the following options:

- a. To accept immediate retrenchment under 55.9.1a; or
- b. To explore redeployment and retraining opportunities in accordance with 55.7.

55.6.2 In the event the employee fails to advise the ABC of their choice within seven days of being informed under 55.6.1, the employee will be

deemed to have chosen option (a) above.

- 55.6.3 An employee who is absent on approved annual leave, long service leave or leave without pay at the date of notification under 55.6.1 will be entitled to complete that leave and will not be required to make the choice under 55.6.1 until the conclusion of that leave, unless they agree otherwise. If the employee decides to complete their leave, that decision will not of itself delay progression of the reason/s giving rise to the redundancy.

## **55.7 Redeployment and Retraining Period**

- 55.7.1 If an affected employee chooses to explore redeployment and retraining opportunities as allowed by clause 55.6.1b, the ABC will:

- a. make an assessment of their competencies;
- b. provide advice on employment options;
- c. canvass work areas for possible suitable vacancies;
- d. assess reasonable retraining options;
- e. assist with interview and job search skills;
- f. take other appropriate action.

- 55.7.2 At the employee's discretion, the ABC will continue to explore redeployment and retraining possibilities for up to six weeks from the date the employee was first notified under 55.6.1 that they are redundant.

- 55.7.3 An employee who takes personal/carers leave during the redeployment and retraining period may apply, on production of a medical certificate, for an extension of the redeployment period for a period equal to the personal/carers leave taken. An extension of the redeployment period will be at the discretion of the ABC, depending on the employee's prospects of redeployment and any other factor it considers relevant. If the period of personal/carers leave is more than two weeks and the ABC declines an application for an extension, the employee will, in addition to the retrenchment payments set out in 55.10.1 receive a payment equal to the period of personal/carers leave taken up to a maximum of four weeks.

## **55.8 Decision to Redeploy**

- 55.8.1 The ABC may redeploy an employee to a vacant position above, at or below the employee's substantive salary, provided that:

- a. the employee is assessed by the ABC as possessing the competencies required for the position, or may be able to attain those competencies with reasonable training; and

b. the employee agrees to the redeployment.

55.8.2 . Where an employee is to be redeployed to a position at a lower substantive salary band, they will be entitled to income maintenance from the date of redeployment. The duration of income maintenance will be calculated incrementally at the rate of four weeks for each year (or part year thereof to a completed month) of continuous service. The minimum period of income maintenance will be 12 weeks and the maximum period 44 weeks.

55.8.3 Salary for income maintenance purposes will be fixed in dollar terms other than for increases applying under clause 17.1. Salary for income maintenance purposes will include any regular shift penalties received (on average) over the 12 months preceding the date of redeployment.

55.8.4 The amount of income maintenance will be reduced by the amount of any increase payable through the performance management and development system.

#### **55.9 Notification of Retrenchment**

55.9.1 The ABC will formally notify an employee in writing that they are to be retrenched if:

- a. following initial discussions they do not wish to examine redeployment and retraining options; or
- b. after choosing to examine redeployment and retraining options no suitable alternative employment has been found; or
- c. the employee has agreed to be substituted under 55.5.

#### **55.10 Payments**

55.10.1 An employee who is retrenched will receive:

- a. notice or payment in lieu of notice:

<b>Period of Continuous Service and Age</b>	<b>Period of Notice</b>
Under five years	Four weeks
Five years and over and under 50 years of age	Five weeks
Five years and over and 50 years of age or older	Six weeks

Provided that payment in lieu of notice will require employee agreement in the case of an employee who is notified that they are to be retrenched under 55.9.1b.

- b. a severance payment equal to four weeks' salary for every completed year of service for the first five years and three weeks' salary for every

completed year of service thereafter to a maximum of 24 years' service. Pro rata calculation to the nearest completed month of service applies after the first year.

- c. any unpaid long service leave and pro rata long service leave.
- d. any unpaid annual leave and annual leave loading.
- e. payment in lieu for the un-worked portion of the redeployment and retraining period specified in 55.7.2, where the employee (other than a substitute employee under 55.5) leaves before the expiration of the six week period.

55.10.2 Unless otherwise agreed, 'service' means continuous service with the ABC (provided that any break between periods of employment is not greater than two months) and/or:

- a. previous Commonwealth service where the employee transferred to the ABC under Public Service Act Mobility provisions or former recognised arrangements such as the *Public Service - Officers' Rights Declaration Act*; and/or
- b. the Australian Defence Force (ADF);

and the service did not cease by retrenchment, retirement on grounds of medical incapacity, inefficiency or loss of qualifications, abandonment of employment, dismissal, termination of probation, or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit.

55.10.3 For the purpose of calculating any payment under 55.10.1, 'salary' will include:

- a. the employee's base salary;
- b. higher duties allowance where the employee has been acting for a continuous period of at least 12 months immediately prior to the date of formal notification of retrenchment under 55.9;
- c. regular shift penalties paid (on average) over the 12 months immediately preceding the date of formal notification, provided the employee has been paid penalties for at least half the pay periods over that period; and
- d. other allowances in the nature of salary which are paid during periods of annual leave, excluding allowances which are reimbursement for expenses incurred, or payment for disabilities associated with the performance of duty.

55.10.4 Retrenched employees who exercise their right under the mobility provisions



of the *Public Employment (Consequent and Transitional) Act 1999* to seek reappointment to the Australian Public Service will not be eligible for the payments under this clause.

**55.11 Re-engagement**

- 55.11.1 An employee who is paid a retrenchment benefit will not be re-engaged by the ABC within twelve months of their retrenchment, without the approval of the Managing Director.

# **Part N                      Misconduct, Incapacity and Separation**

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## **56. Misconduct**

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### **56.1      Definition**

56.1.1 Misconduct (including serious misconduct) includes but is not limited to one or more circumstances where an employee:

- a. Wilfully disobeys or disregards a reasonable and lawful direction;
- b. Is inefficient or incompetent for reasons within their own control;
- c. Is negligent or careless in the discharge of their duties;
- d. Engages in improper conduct as an employee of the ABC;
- e. Engages in improper conduct which brings, or is likely to bring, the ABC into disrepute;
- f. Fails to comply with, or contravenes, a term or condition of this Agreement;
- g. Deliberately provides at any time incorrect or misleading information which is relevant to their employment;
- h. Exercises unlawful discrimination, patronage or favouritism in relation to employment matters within the ABC.

### **56.2      Process**

56.2.1 Where an allegation of misconduct is made, the employee will be:

- a. Advised in writing of the nature of the alleged misconduct;
- b. Advised that at any stage during these or subsequent proceedings they may choose to be accompanied or represented by a person of their choice;
- c. Advised in writing of the process to be undertaken by the ABC to determine whether the alleged misconduct is substantiated;
- d. In the event that an investigation is required, the employee will be advised in writing that an investigator will be appointed by the ABC. The investigator will be a person who has had no involvement in the alleged misconduct or the disciplinary proceedings, and will report their findings back to the relevant delegate;

- e. Provided with a right of access to any material relied upon and relevant to the allegation, provided that:
  - i. the ABC, where appropriate, may de-identify or otherwise anonymise that material where the ABC has a reasonable concern about the potential victimisation of a witness or complainant, provided that the employee (and his or her representative) has access to sufficient material to understand and defend the allegation; and
  - ii. the ABC may require the employee to keep confidential the material provided, other than to seek advice from their representative; and/or
  - iii. Given an opportunity to respond and/or explain their actions or inactions and any mitigating factors they seek to have taken into consideration, provided that explanation is provided in a timely manner.

56.2.2 Where the ABC forms the view that the alleged misconduct is likely to constitute serious misconduct, the ABC will advise the employee of that view at the earliest opportunity.

### **56.3 Suspension**

56.3.1 Where the nature or seriousness of the alleged misconduct is such that it is reasonable to suspend the employee from duty, the ABC may suspend the employee with or without pay while an investigation is conducted.

56.3.2 An employee on suspension either with or without pay will not attend his/her place of work unless authorised by the ABC.

56.3.3 The ABC may grant an employee access to accrued annual and/or long service leave during a period of unpaid suspension.

56.3.4 Where an investigation concludes that misconduct is not substantiated, or the nature of the misconduct does not warrant the withholding of pay during the period of suspension, the employee will be reimbursed for ordinary pay withheld during the suspension and any paid leave taken by the employee during the suspension will be restored.

### **56.4 Disciplinary Action**

56.4.1 Where an allegation of misconduct is substantiated, the ABC may impose one or more of any of the following forms of disciplinary action, as appropriate to the nature and seriousness of the misconduct:

- a. Reprimand the employee;

- b. Issue a written warning to the employee; and in the case of serious misconduct;
  - c. Transfer the employee to another position at an equal or lower salary;
  - d. Withhold the employee's salary for part or all of the period of suspension;
  - e. Reduce the employee's salary within the band;
  - f. Dismiss the employee with notice or payment in lieu in accordance with the relevant provisions of **clause 58. Termination of Employment**; or
  - g. Dismiss the employee without notice in accordance with clause 58.1.1a.
- 56.4.2 The ABC may, in its discretion, determine that although the misconduct is substantiated, no disciplinary action should be taken, but the employee will be counselled and the counselling recorded on the employee's file.

#### **56.5 Written Warnings**

- 56.5.1 Where a written warning is issued, a copy will be placed on the employee's personal file and a copy given to the employee.
- 56.5.2 The warning will identify any corrective action to be taken, and that failure to comply with the corrective action may lead to further disciplinary action, including dismissal.

#### **56.6 Summary Dismissal**

- 56.6.1 Nothing in this Agreement limits or affects in any way the ABC's right to dismiss an employee summarily if the employee has committed serious misconduct.

### **57. Medical Incapacity & Rehabilitation**

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#### **57.1 Case Management**

- 57.1.1 Where an employee is, or is likely to be, incapable of performing their job for an extended period of time due to medical reasons the ABC will manage the case in accordance with medical advice to assist with the employee's rehabilitation.
- 57.1.2 For the purposes of this clause, the ABC may direct an employee to attend a medical assessment by an independent medical practitioner.

#### **57.2 Rehabilitation**

- 57.2.1 Where a medical assessment indicates that an employee will not be able to return to their full work capacity within a reasonable time frame, the ABC may review the continued employment of the employee and

take such action as is appropriate.

57.2.2 Appropriate action will depend on the circumstances of the individual case but may include:

- a. implementing a rehabilitation plan;
- b. considering whether the employee could perform the inherent requirements of their pre-injury role with reasonable adjustment or accommodation of the employee's medical condition, taking into account the ABC's operational requirements;
- c. where medical advice indicates that the employee is unlikely to be able to perform the inherent requirements of their pre-injury role with reasonable adjustment or accommodation of the employee's medical condition, taking into account the ABC's operational requirements, the ABC may declare the employee's substantive position vacant and:
  - i. seek to redeploy the employee to suitable duties;
  - ii. transfer the employee to another suitable role, including one at a lower salary band where medical advice indicates the proposed duties are suitable;
  - iii. providing training and development for a reasonable period of time to assist with a career change; or
  - iv. terminate the employment, provided the ABC complies with clause 57.3.3.

57.2.3 An employee will adhere to a rehabilitation plan implemented by the ABC in accordance with medical advice.

57.2.4 Where an employee refuses to adhere to a rehabilitation plan, an independent medical opinion will be sought to assess the suitability of the plan.

### **57.3 Salary Reduction & Termination**

57.3.1 Should the rehabilitation of an employee with a non-worker's compensation injury fail to result in either a return to their pre-injury role or redeployment to a suitable permanent role within 12 months of their date of injury the ABC may direct the employee to perform duties the employee has been assessed as being fit to perform and the ABC may reduce the employee's salary to correspond with the level of those duties. Provided that:

- a. Where necessary, independent medical advice will be sought to assess the level at which the employee is fit to work; and

- b. Where 12 months after the date of injury the employee continues to have a personal/carers leave entitlement, they may utilise this entitlement to maintain their salary at the level of their pre-injury normal weekly earnings until such time as their personal/carers leave is exhausted.
- 57.3.2 Failure to adhere to a rehabilitation plan that has been assessed as being suitable constitutes misconduct under subclauses 56.1.1a and 56.1.1f and the ABC may implement appropriate disciplinary action, including giving notice of termination of employment.
- 57.3.3 The ABC will not proceed with termination on medical grounds within a period of 52 weeks from the date of injury without the employee's agreement or unless the termination is in accordance with 57.3.2 and the provisions of the relevant superannuation legislation.

## **58. Termination of Employment**

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### **58.1 Basis for Termination**

- 58.1.1 Subject to 58.2.2, the ABC may terminate an employee's employment on the following basis:
  - a. Summarily, if the employee is guilty of serious misconduct.
  - b. On notice (or the provision of payment in lieu of notice), on the following grounds:
    - i. Redundancy (in accordance with **clause 55**)
    - ii. Medical incapacity (in accordance with **clause 57**)
    - iii. Unsatisfactory performance (in accordance with **clause 24**)
    - iv. Misconduct (in accordance with **clause 56**)
    - v. Abandonment of employment.
  - c. On notice (or the provision of payment in lieu of notice) during probation.

### **58.2 Notice on Termination**

- 58.2.1 If the ABC terminates an employee's employment on notice (or the provision of payment in lieu of notice), then the required notice or payment in lieu, other than for redundancy, must be calculated in accordance with the following:

Period of Continuous Service	Period of Notice
For probationary employees up to and including six months	One week
For trainees or cadets more than 6 months	Two weeks
Up to and including 12 months	Two weeks
Over 12 months and under five years	Four weeks
Five years and over	Six weeks

58.2.2 Paragraphs 58.1.1 and 58.2.1 will not apply in the case of

- a. a fixed term or specified task employee, other than employees engaged on Nominated Long Term Specified Task Employment, employees engaged on Nominated Long Fixed Term Employment and employees on Phased Retirement Employment. The ABC may summarily dismiss a fixed term or specified task employee in appropriate circumstances.
- b. a casual employee whose employment ceases when the period for which they were employed has ended.

## **59. Resignation or Retirement**

59.1.1 Unless otherwise agreed between the ABC and the employee, an employee must give the ABC notice of resignation or retirement as follows:

Period of Continuous Service	Period of Notice
Less than three years	Two weeks
Three years, but less than five years	Three weeks
Five years and over	Four weeks

59.1.2 If an employee fails to give the required notice of resignation or retirement in full or in part, without the ABC's consent the ABC may withhold moneys due to the employee equal to the shortfall in the notice period.

# **Part O                      Settlement of Grievances and Disputes**

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## **60. Personal Grievance Resolution**

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- 60.1.1 Personal grievances between employees, or between an employee and their manager, will be dealt with in a manner that:
- a. promotes timely resolution in the workplace;
  - b. is fair and equitable, having regard to natural justice, good conscience and the merits of the case.
- 60.1.2 Consistent with these principles, personal grievances will be dealt with in accordance with the ABC Workplace Behaviour Policy, as amended from time to time.

## **61. Prevention and Resolution of Disputes**

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### **61.1 General**

- 61.1.1 Subject to the exceptions in subclause 61.2, if a dispute relates to:
- a. a matter arising under this Agreement; or
  - b. the National Employment Standards; or
  - c. the application of the Recruitment and Selection Guidelines as in place from time to time;
  - d. the application of the Performance Management Guidelines as in place from time to time,
- this term sets out procedures to settle the dispute.
- 61.1.2 An employee who is a party to the dispute may appoint a representative for the purpose of the procedures in this term.
- 61.1.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 61.1.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 61.1.5 Fair Work Commission may deal with the dispute in two stages:
- a. Fair Work Commission will first attempt to resolve the dispute as it



considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- b. if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

61.1.6 While the parties are trying to resolve the dispute using the procedures in this term, an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health and safety. In which case, the employee must comply with a direction given by the ABC to perform other available work at the same workplace, or at another workplace, unless:

- a. the work is not safe; or
- b. applicable work health safety legislation would not permit the work to be performed; or
- c. the work is not appropriate for the employee to perform; or
- d. there are other reasonable grounds for the employee to refuse to comply with the direction.

61.1.7 The parties to the dispute agree to be bound by a decision of Fair Work Commission in accordance with this term, provided that a party to the dispute may appeal the decision to a Full Bench of Fair Work Commission in accordance with section 604 of the *Fair Work Act 2009*.

## **61.2 Exceptions to subclause 61.1**

61.2.1 The disputes procedure in subclause 61.1 does not apply to a dispute about subsection 65(5) or 76(4) of the Act.

61.2.2 The disputes procedure in subclause 61.1 does not apply to disputes regarding:

- a. a salary outcome or rating of an Appraisal, or
- b. an employee who believes that they have regularly been performing, and were required to perform, tasks beyond the level specified in their Job Plan.

These disputes will be dealt with in accordance with subclause 61.4 Reconsideration and Appeal Against an Appraisal Decision.

61.2.3 The disputes procedure in subclause 61.1 does not apply to a dispute regarding a Selection Decision under clause 13. These disputes will be dealt with in accordance with subclause **61.3 – Right of Appeal Against**

**a Selection Decision.** However, a party to the dispute may still refer the matter to Fair Work Commission for conciliation only, independently of subclause 61.3.

### **61.3 Right of Appeal Against a Selection Decision**

- 61.3.1 Subclauses 61.1.1 to 61.1.3 apply to a dispute regarding a Selection Decision. Once those steps have been followed, the provisions below will apply.
- 61.3.2 An ABC employee, who is an applicant for a vacancy which has been the subject of a Selection Committee assessment, may apply to Fair Work Commission for it to deal with a dispute which is an appeal against Selection Decision where that decision is based on any alleged:
- a. Non-observance of due process;
  - b. Unlawful discrimination;
  - c. Patronage or favouritism by a Selection Committee.
- 61.3.3 An application by an ABC employee must be in the form prescribed by the Act.
- 61.3.4 The application must be lodged within 7 days after the date of notification to an employee that he/she has been unsuccessful in his/her application for the position in question.
- 61.3.5 There is no right of appeal against:
- a. a Selection Decision based on merit;
  - b. a Selection Decision to a position involving a joint venture;
  - c. a Selection Decision involving an external appointment; or
  - d. a Selection Decision in respect of a vacancy where the vacancy duration is 12 months or less.
- 61.3.6 On receipt of an application for a dispute resolution process under this clause, Fair Work Commission will establish a Selection Committee Assessment Panel. The Panel will be comprised of three people:
- a. an independent chairperson nominated by Fair Work Commission;
  - b. a person nominated by the ABC; and
  - c. the appellant's nominee who must be from outside the appellant's work area.
- 61.3.7 The Panel can only consider the due process of the selection in accordance with clause 13 and this subclause 61.3 and not the question

of merit. The Panel will determine the matter within 21 days of receiving the appeal and will provide reasons for their decision in writing. The burden of proof will rest with the appellant.

61.3.8 Where the Panel determines that due process was not observed and that the non-observance had an adverse or detrimental impact on the selection process, the appeal will be upheld and the Selection Decision declared void. If the vacancy is to be filled, the ABC will convene a new selection committee and observe due process. The ABC will retain the right to appoint the employee of its choice in an acting capacity, pending the determination of the appeal.

61.3.9 Where the appeal has been disallowed, the selection is automatically confirmed.

61.3.10 The provisions of subclause 61.1.6 will apply during the process under this subclause 61.3.

#### **61.4 Reconsideration and Appeal Against an Appraisal Decision**

61.4.1 Notwithstanding employees' right of appeal under the provisions of this subclause, it is expected that an employee will raise any matter of concern regarding their Job Plan or performance feedback as soon as it arises during the cycle.

61.4.2 If an employee disagrees with their appraisal rating, or an employee in Bands 1 - 8 disagrees with the salary outcome of their appraisal or believes both that they have been regularly performing and were required to perform tasks beyond the level specified in their Job Plan, they may, within 14 days of the notification of their rating, refer the matter in writing to the delegate for reconsideration. The employee will state the reasons they consider the rating or Job Plan was unfair or failed to take into account all relevant factors. The delegate will reconsider the matter and advise the employee of their decision (in writing and with reasons) within 7 days of receipt of the request for reconsideration.

61.4.3 An employee who remains dissatisfied may appeal to their director in accordance with the following process:

- a. The appeal must be in writing and must be lodged within seven days of the delegate's reconsideration decision.
- b. The appeal will be considered by a panel comprising:
  - i. a management nominee other than the original assessor;
  - ii. an ABC employee nominated by the appellant; and
  - iii. a chairperson mutually agreed between the ABC and the appellant (or their representative), who is from outside the

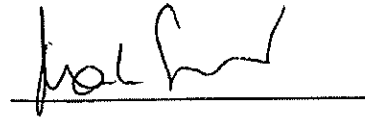
work area and has been trained or is experienced in assessment procedures.

- c. The panel will consider relevant material and will seek the views of the affected employee, the employee's manager, up to two referees nominated by the employee and any other persons associated with the employee's work. The panel may make its own inquiries and will provide an opportunity for the employee and the manager to address any adverse material.
- d. Within 90 calendar days of being established and convened the panel will provide all relevant material, and a recommendation to the director from among the following options:
  - i. that the original rating and/or salary outcome stands;
  - ii. that an alternative rating and/or salary outcome be awarded (which may include a variation to the Job Plan where this was the subject of the appeal); or
  - iii. that the original rating be set aside.
- e. The director will advise the employee of his/her decision within 30 calendar days of the appeal panel providing its recommendation or as soon as possible thereafter. Where necessary, as a consequence of the decision, the employee's rating and/or salary will be adjusted accordingly. In the event that the director rejects the panel's recommendation, the director will furnish the employee and the panel with a clear statement of the reasons for rejection and shall provide a copy of the panel's recommendation to the employee.
- f. An employee may refer the decision of a director made under 61.4.3e to Fair Work Commission for binding recommendation if the employee can establish that the director in making the decision:
  - i. overlooked or breached a provision of this Agreement, or
  - ii. allowed extraneous or irrelevant matters to guide his or her decision;
  - iii. mistook the facts; or
  - iv. failed to take into account a material consideration,provided that the employee must do so within 120 calendar days after the date the director advises the employee of their decision under 61.4.3d.
- g. In considering whether a director has made an error in his or her decision in accordance with clause 61.4.3(f), Fair Work Commission may:
  - i. only have regard to the material that was before the director

- at the time of making the decision;
- ii. make such determination as necessary to correct any established error; and
- iii. not substitute its own decision for that of the director.

61.4.4 The provisions of subclause 61.1.6 will apply during the process under this subclause 61.4.

Signed:

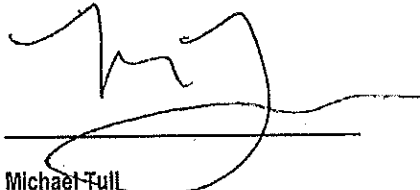


**Mark Scott**  
**Managing Director**

For and on behalf of the Australian Broadcasting Corporation, 700 Harris St, Ultimo NSW 2007

Date: 26 September 2013

Signed:



**Michael Tull**  
**National President**

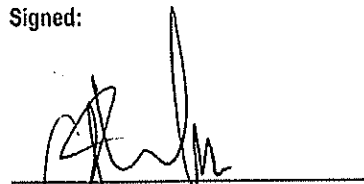
For and on behalf of the Community and Public Sector Union, 5/191-199 Thomas St,  
Haymarket NSW 2000

Date: 26 September 2013

\* As Employees Bargaining Representative



Signed:



\* **Christopher Warren**  
**Federal Secretary**

For and on behalf of the Media Entertainment and Arts Alliance, 245 Chalmers St, Redfern  
NSW 2016

Date: 25 September 2013

\* executed as a bargaining  
representative for ABC  
employees.



## Schedule A Salary Rates

Schedule A		2013 - 2015		
		First full pay period to commence in		
		Jul-13 2.6%	Jul-14 2.45%	Jul-15 2.5%
<b>Band 9</b>	<b>Min. Rate</b>	\$104,700	\$107,265	\$109,947
<b>Band 8</b>	Pt. 40	\$101,092	\$103,569	\$106,158
	Pt. 39	\$97,888	\$100,286	\$102,793
	Pt. 38	\$95,755	\$98,101	\$100,554
	Pt. 37	\$93,629	\$95,923	\$98,321
	Pt. 36	\$91,500	\$93,742	\$96,086
<b>Band 7</b>	Pt. 35	\$89,372	\$91,562	\$93,851
	Pt. 34	\$87,246	\$89,384	\$91,619
	Pt. 33	\$85,115	\$87,200	\$89,380
	Pt. 32	\$83,417	\$85,461	\$87,598
	Pt. 31	\$81,712	\$83,714	\$85,807
<b>Band 6</b>	Pt. 30	\$80,012	\$81,972	\$84,021
	Pt. 29	\$78,307	\$80,226	\$82,232
	Pt. 28	\$76,605	\$78,482	\$80,444
	Pt. 27	\$75,014	\$76,852	\$78,773
	Pt. 26	\$73,409	\$75,208	\$77,088
<b>Band 5</b>	Pt. 25	\$71,821	\$73,581	\$75,421
	Pt. 24	\$70,220	\$71,940	\$73,739
	Pt. 23	\$68,623	\$70,304	\$72,062
	Pt. 22	\$67,023	\$68,665	\$70,382
<b>Band 4</b>	Pt. 21	\$65,437	\$67,040	\$68,716
	Pt. 20	\$63,838	\$65,402	\$67,037
	Pt. 19	\$62,134	\$63,656	\$65,247
	Pt. 18	\$60,434	\$61,915	\$63,463
	Pt. 17	\$58,729	\$60,168	\$61,672
<b>Band 3</b>	Pt. 16	\$57,031	\$58,428	\$59,889
	Pt. 15	\$55,330	\$56,686	\$58,103
	Pt. 14	\$53,788	\$55,106	\$56,484
	Pt. 13	\$52,286	\$53,567	\$54,906
<b>Band 2</b>	Pt. 12	\$50,777	\$52,021	\$53,322
	Pt. 11	\$49,279	\$50,486	\$51,748
	Pt. 10	\$48,069	\$49,247	\$50,478
	Pt. 9	\$46,869	\$48,017	\$49,217
	Pt. 8	\$45,659	\$46,778	\$47,947
<b>Band 1</b>	Pt. 7	\$44,460	\$45,549	\$46,688
	Pt. 6	\$42,992	\$44,045	\$45,146
	Pt. 5	\$41,725	\$42,747	\$43,816
	Pt. 4	\$40,723	\$41,721	\$42,764
	Pt. 3	\$39,719	\$40,692	\$41,709
	Pt. 2	\$38,720	\$39,669	\$40,661
	Pt. 1	\$37,715	\$38,639	\$39,605
Salary rate defined for the purposes of subclause 21.4 of the Agreement.				
Rate "a"		\$160,459	\$164,390	\$168,500

## Schedule B Salary Rates

Schedule B		2013 - 2015		
		First full pay period to commence in		
		Jul-13 2.6%	Jul-14 2.45%	Jul-15 2.5%
Band 9	Mln. Rate	\$108,784	\$111,449	\$114,235
Band 8	Pt. 40	\$105,177	\$107,754	\$110,448
	Pt. 39	\$101,969	\$104,467	\$107,079
	Pt. 38	\$99,840	\$102,286	\$104,843
	Pt. 37	\$97,715	\$100,109	\$102,612
	Pt. 36	\$95,586	\$97,928	\$100,376
Band 7	Pt. 35	\$93,459	\$95,749	\$98,143
	Pt. 34	\$91,332	\$93,570	\$95,909
	Pt. 33	\$89,204	\$91,389	\$93,674
	Pt. 32	\$87,502	\$89,646	\$91,887
	Pt. 31	\$85,798	\$87,900	\$90,098
Band 6	Pt. 30	\$83,762	\$85,814	\$87,959
	Pt. 29	\$82,057	\$84,067	\$86,169
	Pt. 28	\$80,358	\$82,327	\$84,385
	Pt. 27	\$78,765	\$80,695	\$82,712
	Pt. 26	\$76,842	\$78,725	\$80,693
Band 5	Pt. 25	\$75,253	\$77,097	\$79,024
	Pt. 24	\$73,650	\$75,454	\$77,340
	Pt. 23	\$72,055	\$73,820	\$75,666
	Pt. 22	\$70,378	\$72,102	\$73,905
Band 4	Pt. 21	\$68,707	\$70,390	\$72,150
	Pt. 20	\$67,024	\$68,666	\$70,383
	Pt. 19	\$65,239	\$66,837	\$68,508
	Pt. 18	\$63,453	\$65,008	\$66,633
	Pt. 17	\$61,662	\$63,173	\$64,752
Band 3	Pt. 16	\$59,881	\$61,348	\$62,882
	Pt. 15	\$58,098	\$59,521	\$61,009
	Pt. 14	\$56,472	\$57,856	\$59,302
	Pt. 13	\$54,898	\$56,243	\$57,649
Band 2	Pt. 12	\$53,316	\$54,622	\$55,988
	Pt. 11	\$51,741	\$53,009	\$54,334
	Pt. 10	\$50,474	\$51,711	\$53,004
	Pt. 9	\$49,212	\$50,418	\$51,678
	Pt. 8	\$47,945	\$49,120	\$50,348
Band 1	Pt. 7	\$46,683	\$47,827	\$49,023
	Pt. 6	\$45,142	\$46,248	\$47,404
	Pt. 5	\$43,810	\$44,883	\$46,005
	Pt. 4	\$42,763	\$43,811	\$44,906
	Pt. 3	\$41,705	\$42,727	\$43,795
	Pt. 2	\$40,657	\$41,653	\$42,694
	Pt. 1	\$39,599	\$40,569	\$41,583

Salary rate defined for the purposes of subclause 21.4 of the Agreement.

Rate "a"	\$160,459	\$164,390	\$168,500
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## Schedule C Allowances

This schedule sets out rates of allowance effective as at the date of this Agreement.  
Rates will be reviewed on an annual basis.

### 1. Meal Allowance

- (a) \$27.10 payable from the first full pay period on or after 1 July 2013 until the pay period including 30 June 2014;
- (b) \$20 payable from the first full pay period on or after 1 July 2014.

### 2. Private Vehicle Allowance

<i>Engine Capacity (Non-Rotary)</i>	<i>Engine Capacity (Rotary Engine)</i>	<i>Rate Per Kilometre Travelled</i>
Above 2,600cc	Above 1,300cc	70 cents
1,601 to 2,600cc	801 to 1,300cc	69 cents
1,600 and under	800cc and under	58 cents

An additional 0.76 cents per kilometre is payable where an employee is authorised to transport passengers or transport/haul goods or materials – 100 kilograms or greater, the cost of which would otherwise be met by the ABC.

### 3. District Allowance

<i>Locality</i>	<i>With Eligible Dependents Rate per year *</i>	<i>Without Dependents Rate per year</i>
Broken Hill, Kalgoorlie, Esperance, Cairns, Townsville	\$1,510	\$760
Darwin, Katherine, Alice Springs, Longreach, Mt Isa	\$3,650	\$1,990
Karratha, Broome	\$4,940	\$2,800
Kununurra	\$7,260	\$4,940

\* To qualify, the partner must have earnings below the National Minimum Wage.

### 4. Television Clothing Allowance

- (a) An employee who is identified by News and Current Affairs as working regularly before the camera will receive an annual allowance of \$1,075.
- (b) An employee not covered by (a) who appears before the camera on three or more days per week will receive a weekly allowance of \$13.20.
- (c) An employee not covered by (a) who appears before the camera once or twice per week will receive a weekly allowance of \$8.80.

### 5. First Aid Allowance: \$18.50 per fortnight.

## **Schedule D Meal Allowance Transition and Compensation Provisions**

---

### **1. Definitions**

**Commencement Date** means the date on which this Agreement commences operation as prescribed by clause 5.1.1

**Eligible Employee** means an employee who satisfies both of the following conditions:

- (a) they are employed by the ABC, and covered by this Agreement, as at the Commencement Date; and
- (b) they were paid a meal allowance in the 12 months prior to the Commencement Date.

**Meal Allowance Changes means:**

- (a) the change in clause 29.1.1(b) from 12 noon to 11am;
- (b) the reduction of the meal allowance from \$27.10 to \$20.

**Potential Lost Meal Allowance** means the gross amount by which an employee's gross meal allowance payments would have been reduced in Year 1 if the Meal Allowance Changes had been made in Year 1.

**Year 1** means the 12 month period starting on the first full pay period on or after 1 July 2013 and **Year 2** means the 12 month period starting on the first full pay period on or after 1 July 2014.

### **2. Transition**

Notwithstanding clause 29 and Schedule C, up to start of Year 2:

- (a) Clause 29.1.1(b) will apply as if the reference to 11am was 12 noon;
- (b) As specified in Schedule C meal allowance is \$27.10.

### **3. Special Allowance from Year 2**

- (a) At the end of Year 1, the ABC will calculate the Potential Lost Meal Allowance for each Eligible Employee.
- (b) If the Potential Lost Meal Allowance for any Eligible Employee exceeds \$150 for Year 1, the ABC will pay them an ongoing special allowance with effect from the start of Year 2 unless and until the employee changes roles or ceases working the shifts which would have otherwise entitled them to the Meal Allowance under the ABC Enterprise Agreement 2010 -

2013.

- (c) The ongoing special allowance is the Potential Lost Meal Allowance less \$150 and will be pro-rated and paid in each fortnightly pay period, while the employee remains entitled to receive it. *Example: If an employee's Potential Lost Meal Allowance is \$1000 for Year 1, the employee will receive an ongoing special allowance of \$32.59 each fortnight from the start of Year 2 while they remain eligible for the allowance (ie.  $(1000-150) \times 12/313$ ).*
- (d) The ongoing special allowance will not be paid when an employee is absent on;
  - i. unpaid leave;
  - ii. long service leave; or
  - iii. a period of personal/carers leave which exceeds one month per annum.

#### **4. Buyouts (during and beyond the nominal term of the Agreement)**

For those employees who have a buyout as at the Commencement Date but would otherwise have been an Eligible Employee, the following applies:

- (a) the ABC will not reduce that employee's buyout arrangement on account of the Meal Allowance Changes; and
- (b) if that employee's buyout is terminated for any reason from Year 2 onwards, then clause 2 will apply to them from the date of termination (with the Potential Lost Meal Allowance still being calculated by reference to Year 1).

## **Schedule E Darwin Airfares**

1. Schedule A employees who commence employment with the ABC in Darwin on or after 1 July 1998 and Schedule B employees who commence employment with the ABC in Darwin on or after 4 July 2000 are not eligible for Isolated Locality Airfares under the ABC Isolated Locality Assistance Policy.
2. Employees employed by the ABC as at 30 June 1998 (Schedule A) or 3 July 2000 (Schedule B) shall continue to be eligible for Isolated Locality Airfares in the terms set out in 3 below while they remain employed by the ABC in Darwin. This entitlement will cease on the termination of their employment or their transfer to a permanent position in another State. Provided that where an employee accepted the buyout of their entitlement offered to them on 18 June 1998 their entitlement ceased from the date of acceptance.
3. Eligible employees may take their entitlement to Isolated Locality Airfares as either:
  - (a) An airfare for themselves and each of their dependents up to the value of a full economy return airfare to Adelaide. This airfare is to be booked through the ABC's account with its travel provider and will be paid directly by the ABC. There is no cash component to this.
  - (b) A taxable lump sum payment equal to the cash value of a full economy return airfare to Adelaide for them and their dependants plus a 35% loading. This lump sum is fully taxable and will be paid through the ABC payroll system.
  - (c) A Private Vehicle Allowance as per the rate in Schedule C where the employee chooses to travel by their motor vehicle on leave. Provided that the maximum paid shall be no more than the cost of a full economy return airfare to Adelaide for them and their dependants. Employees who take this option must provide full documentation on their return to prove that they undertook the journey. Such proof would be receipts for accommodation and petrol between Darwin and their destination and return.
4. Alice Springs

Employees in Alice Springs will continue to receive Isolated Locality Airfares in accordance with paragraph 34.2.1 of the Agreement. However employees in Alice Springs may choose, should they wish, to take this entitlement as a taxable lump sum payment equal to the cash value of a full economy return airfare from Alice Springs to Adelaide for them and their dependants plus a 35% loading paid through the ABC payroll system.

## **Schedule F Employees Eligible for a Supported Wage**

---

This schedule details the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

### **Definitions:**

**Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System: Guidelines and Assessment Process, as varied or replaced from time to time.

**Accredited Assessor** means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

**Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

**Assessment instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### **Eligibility Criteria**

This schedule applies to those employees who meet the impairment criteria test for a Disability Support Pension and are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement because of the effects of a disability on their productive capacity.

The clause does not apply to any existing employee who has a claim against the employer which is subject to the provision of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### **Supported Wage Rates**

Employees to whom this schedule applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of Prescribed Agreement Rate
10%	10%*
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less than \$50 per week.

*\* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.*

### **Assessment of Capacity**

For the purpose of establishing the percentage of the rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by an accredited assessor.

### **Review of Assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

### **Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

### **Trial Period**

In order for an adequate assessment of the employee's capacity to be made the ABC may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than \$50 per week.

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## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Australian Broadcasting Corporation**

(AG2013/10679)

### **ABC ENTERPRISE AGREEMENT 2013 - 2016**

Commonwealth employment

COMMISSIONER MCKENNA

SYDNEY, 29 OCTOBER 2013

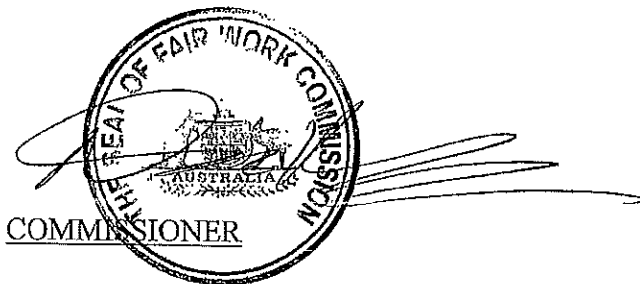
*Application for approval of the ABC Enterprise Agreement 2013 - 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *ABC Enterprise Agreement 2013 - 2016* ("the Agreement"). The application has been made pursuant to s.185 of the *Fair Work Act 2009* ("the Act") by the Australian Broadcasting Corporation ("the applicant"). The Agreement is a single-enterprise agreement.

[2] Following proceedings in which submissions were made concerning various aspects of the Agreement, the applicant has provided written undertakings addressing miscellaneous matters. With the provision of those undertakings, I am satisfied each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met. Although I have a residual concern about aspects of the Agreement, it seems to me, that where applicable, the general law will apply to the extent of any relevant inconsistency irrespective of the approach for which the Agreement contends (if, in circumstances of dispute, for example, such matters were not otherwise the subject of determination in proceedings before the Fair Work Commission or another jurisdictionally-appropriate court or tribunal). A copy of the undertakings is attached to this decision and marked "Annexure A". I note that, under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The Community and Public Sector Union ("CPSU") and the Media, Entertainment and Arts Alliance ("MEAA") concur with the content of the undertakings. The CPSU and MEAA have given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date is 30 June 2016.



*Appearances:*

*H Dixon SC, with G. Jolly for the Australian Broadcasting Corporation.*

*L. Lind for the Community and Public Sector Union.*

*M. Chesher and P. Murphy for the Media, Entertainment and Arts Alliance.*

*Hearing details:*

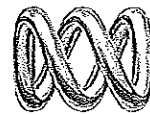
2013.

Sydney:

October 10, 21, 23.

28 October 2013

Nicholas Adams  
Associate to Commissioner McKenna  
Fair Work Commission  
Terrace Tower  
80 Williams Street  
East Sydney, NSW 2010



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By email: [nicholas.adams@fwc.gov.au](mailto:nicholas.adams@fwc.gov.au)

Dear Associate

**Undertakings under s.190 of the *Fair Work Act 2009* (Cth) in relation to the *ABC Enterprise Agreement 2013 - 2016* (Agreement)**

The Australian Broadcasting Corporation (ABC) undertakes, while the Agreement is in operation, the following:

1. The ABC will not request or require a part time employee to work overtime under clause 15.3.1 where the overtime would be unreasonable, having regard to the factors set out in section 62(3) of the Act.
2. Notwithstanding clause 15.4.1, the ABC will accrue annual leave and personal/carers leave for part time employees on the basis of their ordinary hours of work, in accordance with the National Employment Standards and sections 87(2)(b) and 96(2) of the Act.
3. In relation to clauses 21.1, 21.2 and 21.3, any salary packaging, annual buyouts of penalties, allowances and overtime and buyouts on short term distant assignments and special events (**Arrangements**) made under the Agreement must:
  - set out the terms of the Agreement the effect of which are varied;
  - be about matters that would be permitted matters if the Arrangements were an enterprise agreement;
  - not include a term that would be an unlawful term if the Arrangements were an enterprise agreement;
  - be genuinely agreed to by the employer and the employee;
  - result in the employee being better off overall than the employee would have been if no Arrangements were agreed to;
  - be in writing and signed:
    - in all cases—by the employee and the employer; and
    - if the employee is under 18—by a parent or guardian of the employee.

For the avoidance of doubt, this does not affect the operation of any salary packaging or buy out entered into under any previous enterprise agreement which continue to operate under this Agreement.

4. The ABC will not request or require an employee to work overtime under clause 25.3.1 where the overtime would be unreasonable, having regard to the factors set out in section 62(3) of the Act.

5. In relation to employees covered by clause 40, the ABC:

- will not request an employee to work on a Relevant Public Holiday unless that requirement is reasonable, having regard to the factors in section 114(4) of the Act;
- in accordance with section 116 of the Act, will pay an employee at the base rate of pay if the employee is absent from work on the Relevant Public Holiday in accordance with Division 10 of the Chapter 2 of the Act.

**Relevant Public Holiday** means a public holiday as provided by section 115 of the Act which is not also a public holiday under clause 40 of the Agreement.

6. Clause 41.2 will be read and applied as follows:

**41.2 Entitlement**

*41.2.1 Employees will be credited with 18 days paid personal / carers leave annually (pro rata for part time employees) and any unused personal / carers leave credits will accumulate from year to year.*

*41.2.2 Personal / carers leave is divided into two subcategories:*

- a. *NES Personal / Carers Leave – being personal/carers leave accrued under the National Employment Standards (10 days per annum for full time employees or pro rata for part time employees);*
- b. *Additional Personal Leave – being personal leave over and above the National Employment Standards (8 days per annum for full time employees or pro rata for part time employees).*

*41.2.3 Subject to the remainder of this clause, employees may use accumulated personal / carers leave, with the approval of their manager:*

- a. *in the case of NES Personal / Carers Leave and Additional Personal Leave, if they are absent due to their own personal illness or injury (**Personal Illness**); or*
- b. *in the case of NES Personal / Carers Leave, if they need to provide care or support to a member of their immediate family or household because of that individual's personal illness or injury or an unexpected emergency affecting a member of their immediate family or household (**Caring**).*

*If an employee is absent due to Personal Illness, their Additional Personal Leave balance will be debited first.*

*41.2.4 Approval will be subject to the employee:*

- a. *having the available personal leave credits;*
- b. *advising the ABC as soon as reasonably practicable of any absence; and*
- c. *providing suitable supporting documentation when requested by the ABC.*

*41.2.5 There is no limit to the maximum continuous amount of personal leave that may be used for absences, subject to available credits, medical certification and/or supporting*

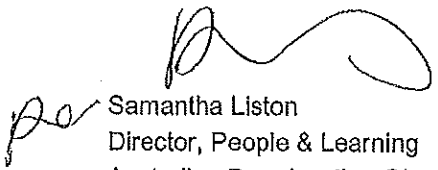
*documentation and, if required, the opinion of a medical practitioner nominated by the ABC.*

*41.2.6 The ABC may approve personal leave without pay when personal leave credits are exhausted.*

7. The ABC will only suspend without pay under clause 56.3 if the employee agrees.
8. The ABC will not act under clause 56.4.1(d) absent the employee's agreement – that is, to withhold the employee's pay for part or all of the period of suspension in the case of serious misconduct.
9. The ABC acknowledges that the *Safety Rehabilitation and Compensation Act 1988 (SRC Act)* applies in relation to compensable work related injuries and prevails over clause 57 to the extent of any inconsistency. The ABC will not apply clause 57 to the extent of any inconsistency with the SRC Act.
10. The ABC will only withhold moneys under clause 59.1.2 if deduction is a permitted deduction under section 324 of the Act.

For the avoidance of doubt, all reference to provisions of legislation in these undertakings is a reference to those provisions as amended or replaced.

Yours sincerely



Samantha Liston  
Director, People & Learning  
Australian Broadcasting Corporation



## Update 2

Today the ABC, CPSU and MEAA started negotiations for a new *ABC Enterprise Agreement 2013-2016*. At the meeting today the CPSU and MEAA provided an overview of what they were seeking to achieve. We will now consider the issues the Unions have raised and prepare a response to those issues along with an outline of the ABC's proposal, which will focus on the ABC's desire to be more efficient, agile and engaged and take into account feedback from staff. We will circulate the response and our proposal soon.

We are really keen to engage with you directly as the negotiations progress.

### Why should I keep informed of the bargaining process?

We want to make sure you fully understand the changes that are being proposed to your terms and conditions of employment, why they are being proposed and how those changes may impact you.

Most importantly, we want to hear from you. We value your engagement and interest and encourage you to provide us with your suggestions and feedback about the changes you would like to see made to the Enterprise Agreement. You can do this by emailing [myea@abc.net.au](mailto:myea@abc.net.au).

### Where can I get further information?

If you have any questions or suggestions about the negotiations you can contact:

- [myea@abc.net.au](mailto:myea@abc.net.au)
- [EA Intranet Site](#)
- Your EA Divisional Representative
  - Shane McLeod & Rebecca Matthews (News)
  - Paul Crockford (TV)
  - Cath Hurley (Regional)
  - Chris Scaddan (Radio)

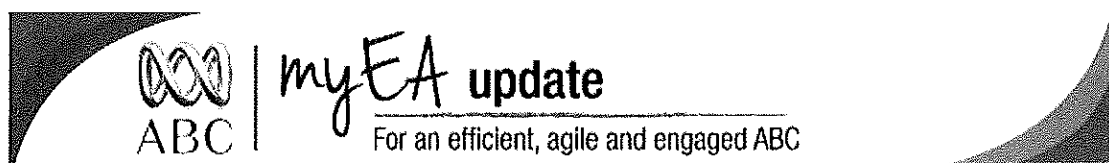
### Previous EA updates

- [My EA Update #1](#)

### Next Steps

The ABC and unions meet again next Monday where Samantha Liston, Director ABC People, and David Anderson, Director Corporate Strategy & Planning, will provide an overview of the ABC's Strategy and the results of the staff engagement survey.

The ABC will then present our proposal and response to the unions the following week on Monday, 18 April 2016.



### Update 3

The ABC met with the CPSU and MEAA yesterday, our second meeting as part of the bargaining process.

#### The ABC's Strategy

David Anderson, Director Corporate Strategy and Planning, gave a presentation regarding the ABC's strategic plan, outlining how it provides a set of priorities for the ABC and provides some consistency and shared objectives across the organisation. David spoke about how important it is for the ABC's audience to be at the centre of everything that we do, so that the ABC can continue to be the home of Australian conversations, stories and culture. The strategy can be accessed [here](#).

#### ABC's staff engagement survey

Samantha Liston, Director ABC People, provided an overview of the ABC's staff engagement results, which are on the intranet and can be accessed [here](#). The ABC's overall engagement score of 52% is on par with the Australian & New Zealand external media benchmark, but short of best practice.

As a result of the survey results the ABC Executive has identified three areas on which it will be focusing:

1. Senior Leadership, including the role of senior leadership in the organisation;
2. High performance and career development; and
3. Enabling Infrastructure (tools and processes)

As part of the survey process we received feedback that staff are disengaged in relation to the current performance management system. The CPSU advised that prior attempts to change the performance management system as part of the Enterprise Agreement negotiations were unsuccessful.

We would like to hear your thoughts regarding the performance management system, which you can provide by coming to the [workshops](#) we are running across the country in April and May. The workshops will focus on performance, development opportunities, recognition and pay. You can register your interest to attend these workshops [here](#).

You can also provide your feedback regarding performance management or any of the other changes you would like made to the Enterprise Agreement by emailing [myea@abc.net.au](mailto:myea@abc.net.au).

#### What do we mean by "Agile"?

##### Buzz Words

As part of yesterday's discussions we received feedback around the use of buzz words. We all agreed that they are being used more often and not just by the ABC. We are going to attempt to tone down the use of such words and where do use them we will be careful to explain what we

mean by them. We discussed the term “Agile” yesterday, which forms part of one of the strategic pillars, and we are told is considered to be management lingo. We are using the term “Agile” to mean being able to adapt our processes and work practices quickly and allocate resources, including staff, appropriately. The pace of change in audiences and technology will continue to accelerate and we need to be “Agile” to keep up.

#### **Where can I get further information?**

If you have any questions or suggestions about the negotiations you can contact:

- [myea@abc.net.au](mailto:myea@abc.net.au)
- [EA Intranet Site](#)
- Your EA Divisional Representative
  - Shane McLeod & Rebecca Matthews (News)
  - Paul Crockford (TV)
  - Cath Hurley (Regional)
  - Chris Scaddan (Radio)
  - Tara Hester (Audience & Marketing)
  - Other divisions – TBA (email [myea@abc.net.au](mailto:myea@abc.net.au))

#### **Previous EA updates**

- [My EA Update #1](#)
- [My EA Update #2](#)

#### **Next Steps**

On Monday, 18 April 2016 The ABC will present our proposal of what the ABC would like to achieve in these negotiations and response to the unions.





## ABC Strategy

Throughout 2015, the Executive have been focused on two related projects to further support the Corporation's progress towards achieving our strategic objectives.

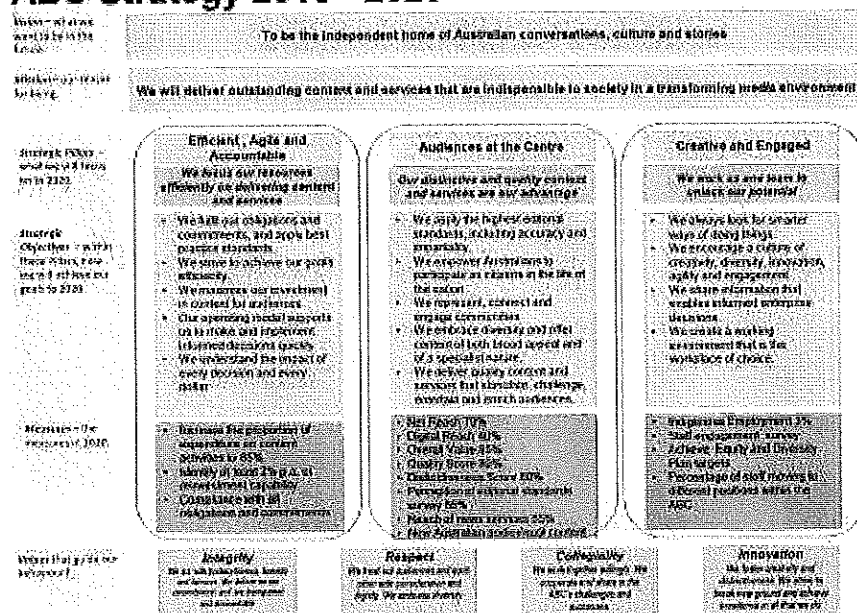
A central pillar of the ABC Strategy 2015-2020 is to focus on "Audience at the Centre". We know that the ABC's audience and content objectives cannot be achieved by any one division working in isolation. To ensure this strategic goal can be met, work is progressing on the development of a whole of ABC Audience Content Strategy (ACS). Importantly, the ACS will include an integrated digital strategy. The goal is to create a single document which defines the Corporation's audience aspirations, articulates key areas of focus and explains how the ABC is going to collaborate to achieve these goals.

The ACS will be supported by a program of continuous improvement which will help deliver the capacity required for audience content reinvestment. As outlined in the 2015-2020 Strategy, this will be achieved by the examining ways to:

- Streamline and remove waste in ongoing existing activities;
- Where possible, move spending from overheads and support towards content; and
- Focus the ABC's content investment on areas of greatest strategic value.

The ACS and a continuous improvement program will work together to achieve the ABC's desired strategic outcome—placing audience at the centre of all that we do. For this reason they are inextricably linked. The Executive will speak to staff more about these initiatives shortly.

## ABC Strategy 2015 - 2020



[Click image to enlarge](#)

## The Strategy explained

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### What is it?

The ABC has a Charter, an Act of Parliament setting out its role and responsibilities, and a Corporate Plan that's renewed every three years and covers a lot of ground. That all remains in place. The 2015-2020 Strategy that you can see in detail here is designed to sit underneath all of that and be a practical and focussed roadmap for what we are going to focus on as an organisation and how we are going to track and measure ourselves against our objectives.

First and foremost, it acknowledges that in the current environment we have to make decisions and set priorities and it is crucial that we inform those choices by having a clear vision of who we are and why we exist. That's what this document is all about.

In April, the Managing Director announced the [ABC Strategy 2015](#) [JPG 588 Kb]. The document above contains revised targets for the ABC to the year 2020.

The Strategy is made up of a number of distinct elements:-

- A vision statement
- A mission statement
- Three "strategic pillars"
- Four values.

This summary discusses each of those elements in turn.

### The vision and mission statements

The *vision* captures what we want to be – an independent home, the place where people go to find Australian conversations, Australian culture, and Australian stories. The vision covers both the content we make and the spaces we provide for Australians to come together and engage.

The *mission* is less about what we want to strive for and more about the basic reason we exist. This is what we need to be doing every day – providing content and services that are outstanding (it puts the quality of what we do front and centre) and to make them indispensable to people (that's where the reach and relevance is crucial).

The vision and mission of the ABC should be kept in mind as you turn to look at the three strategic pillars that are at the heart of the document. Those pillars set out a series of objectives as well as some concrete measures to allow us to judge how well we are meeting the objectives.

### The 1st pillar – "efficient, agile and accountable"

The ABC has limited resources and we need to use them wisely and be

As a result of the cuts to the ABC's funding announced in the last Budget, we lost people, we cut services, and we made tough choices. In the foreseeable future, it's not going to get any easier.

These objectives, therefore, are about continuing to count every dollar, to look for ways of operating efficiently and importantly, and to maximise our investment in content for audiences wherever we can.

The measures to achieve that include increasing the proportion of what we spend on content to more than 80% of our total budget. It currently sits at close to 80% depending on how you measure these things, and so we want to keep finding ways of cutting overheads and increasing that proportion. We also want to keep identifying savings that we can redirect into new ideas and new content. We've set a target of 2% each year to create a fund for reinvestment.

## **The 2nd pillar – "audience at the centre"**

It seems obvious, but we have to put the audience at the centre of what we do. If we are not delivering distinctive and quality content that finds its way to the people who pay for us, then we are not fulfilling our basic function.

But as we strive for relevance and reach, we also need to proudly proclaim that the quality and distinctiveness of our content will always be our competitive advantage.

The objectives that we have built around that are all about delivering quality, but also about relevance – we need to connect and engage with communities so that we can deliver them the kind of content that engages them, challenges them and also helps them participate as citizens in the life of the nation.

If we're serious about quality as well as ratings, then we have to measure both and make ourselves accountable for both. So as well as tracking net reach and digital reach and a range of other measures such as time spent online, we are also measuring overall quality and distinctiveness. That can be a challenging thing to do, but we're confident that based on the kind of measures the BBC and other quality broadcasters use, we can develop a robust and sophisticated way of tracking and reflecting that.

## **The 3rd pillar – "creative and engaged"**

This final pillar is about how we work together as an organisation. It's called 'creative and engaged' because it acknowledges that we need to encourage a culture inside the ABC of being creative and innovative.

Working together as one team is an important theme here. Many of the objectives are about committing ourselves to creative excellence – being innovative, sharing information and looking for new and smarter ways of doing things. Others are about the make-up of our workforce – a commitment to diversity and reflecting the broader community.

The measures cover indigenous employment and diversity targets as well as encouraging staff working and moving across divisions. As old "silos" and barriers inside the organisation break down and cross-divisional collaboration becomes more common, we need to support staff in finding ways to move within the organisation.

There is also a new measure in this pillar about measuring staff engagement. Later in the year, we will be launching the first of what will be a regular series of staff engagement surveys. These will be opportunities for staff to tell us what kind of a workplace we have and where we can improve.

## **The values**

The final part of the strategy is the re-statement of the four key values that have long been part of the ABC.

Integrity – Respect – Collegiality – Innovation.

They remain the touchstones of how we expect everyone at the ABC to behave towards each other on a day to day basis.

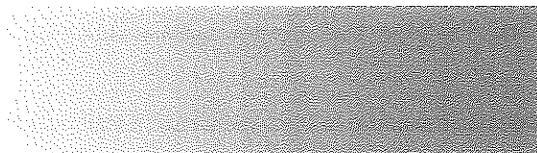
Page last updated 1 December 2015 | Author: Administrator

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## Staff survey results



# THE RESULTS FOR



# ARE IN



In November 2015, the ABC undertook a Staff Engagement Survey. The survey, the first of its kind for the ABC, asked what you like about working at the ABC and for your ideas and suggestions for workplace improvements. Now that we have the results from the survey, the real work begins. The survey highlighted the priority areas that staff consider need improving, and what factors have led to these results.

The survey was designed with Aon Hewitt, who have extensive expertise in employee engagement, to better understand the ABC's current culture and staff engagement levels. Aon Hewitt measure employee engagement based on responses in three critical areas:

1. Say -- consistently speak positively about the ABC to others
2. Stay --participate as active and committed member of the ABC
3. Strive -- exert extra effort and engage in work that contributes to the ABC's success.

The ABC's overall engagement score is **52%**, which is on par with the A&NZ external media benchmark, but short of best practice. Our results show **high levels of advocacy** ('Say'), but we can improve against 'stay' and 'strive' measures.

Beyond the overall engagement result, the survey revealed a number of things staff value about working at the ABC . Employees have a strong connection to the **ABC's brand and purpose** and are proud to work here. ABC's commitment to diversity, safety and workplace flexibility were all rated highly by staff.

The survey also revealed a number of areas for improvement

- Employees would like to hear more from the ABC Executive
- Performance management could be improved across the board
- Employees want less red tape and better tools to facilitate better work
- There should be more opportunities for meaningful collaboration across divisions and
- There needs to be more discussion between staff and managers about career development and progression.

We will conduct an engagement survey again in the future to track the views of staff over time.

[A snapshot of the findings for ABC overall can be viewed here \[PDF 1.45 Mb\].](#)

## Next steps

The ABC Executive will receive an early briefing on results and divisional executive teams will be briefed on their results in February by Aon and ABC People business partners. Following these sessions, staff will receive a more detailed breakdown from their managers and the Executive will meet in March to discuss next steps in taking action on the results.

The ABC Executive wishes to thank those staff who participated in the survey- it is only from hearing from you that we can work to improve the ABC workplace experience.

Page last updated 15 March 2016 | Author: [Administrator](#)

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#### Update 4

Today the ABC is providing our EA proposal in response to the Union's claim. Before we start, we would like to acknowledge and agree with an important aspect of the union claim.

- You are the heart and soul of the ABC without a doubt. You are the people that make the programs and provide the services. We are so proud to have staff who are as committed and loyal to our content and services as our audiences.
- We agree that everyone at the ABC is working smarter to deliver content and services to audiences on more platforms than ever before. There is no doubt that responding to the ever increasing demands of our audiences to consume content on multiple platforms, 24/7, is complex and at times challenging. As our staff know, this is the media world we now operate in. We want to acknowledge that our people do a fantastic job responding to audience and technological demands.
- Yes your work is proudly celebrated by the MD and Executive team. We are lucky to have such a diverse range of content and at such high standards that we can share with Australia and we thank all content makers and support staff for this.
- We are very lucky to have a commitment to public broadcasting in Australia. It is something that clearly all Australians own, no more so than our staff.

#### The Staff Survey

Many of you recently completed the first ever ABC staff engagement survey. You made it clear that you want to see change. You expect better leadership from the Executive, better management of performance and underperformance, more reward for effort and systems and tools that help you instead of getting in your way.

Management has heard that message and is committed to doing something about it. Some of the changes to improve things have an impact on the Enterprise Agreement and are included in the ABC's proposal.

#### Government Bargaining Policy

As you read through the ABC's proposal, you also need to understand that the Australian Government has a Workplace Bargaining Policy that all public sector organisations are being asked to follow.

It provides for wage increases but requires that they be offset by productivity improvements that must include the removal of restrictive content that limits the ability to operate efficiently and effectively. "Restrictive content" are things in the Enterprise Agreement that confine the ability of the ABC to operate effectively and efficiently, such as clauses around recruitment and performance management, some of the very areas that staff have asked us to address in the recent survey. Accordingly, the ABC is seeking to remove some of those things from the Agreement, primarily restrictions related to recruitment and performance management.

#### Recruitment & Performance Management

Taking the recruitment and performance management provisions out of the Agreement doesn't mean that we would no longer do performance management or recruitment. We simply want the flexibility to be able to change the way we do them over the life of the Agreement, in response to your feedback from the staff survey.

The current recruitment processes take too long and don't encourage diversity of applicants. We want to be able to recruit people faster and from more diverse backgrounds, to better represent and engage with our audience.

You clearly said in the staff survey that the performance management system isn't working. It doesn't enable us to encourage and reward good performance (for example those people at the top of their band), it's too slow and difficult to effectively manage those people who aren't performing and it is focused on an annual appraisal, rather than ongoing feedback.

We want to make changes to performance management over the next few years, but we don't know what those changes should look like yet. We are seeking feedback from staff in the structured performance management workshops that are being run around the country and will consult with staff about any proposed changes. But to be able to develop and implement an effective performance management system we need the flexibility to do it outside of the Agreement.

### **Wages**

Like the union, the ABC proposes to put forward our formal position on wages once we have had a chance to look at the context of such an offer compared to other items up for discussion.

However, any discussion around wages will of course be in the context of the following:

- The ABC is committed to providing our staff with a balanced and appropriate salary outcome.
- Our recent budget cuts have had a big impact on the organisation. We have lost good staff and we will almost certainly lose more as we continue to work through the impact of those cuts.
- On top of that, we are working hard to re-position the ABC to make sure we remain relevant, high quality and valued as audience behaviours and expectations change. That means difficult decisions.
- To meet these challenges, management and staff need to work together and staff need to be recognised and rewarded for the crucial role they play in driving change.
- The ABC's proposal is designed to provide the right salary outcomes while maintaining our commitment to efficiency and a strong audience focus.

### **ABC Proposal**

The ABC's full proposal and response to the unions' claims can be found on the MyEA intranet page.

In addition to taking Recruitment and Performance Management out of the Agreement we are also considering:

- Providing staff affected by domestic violence with Family Violence leave;
- Reducing the minimum call for casuals in limited circumstances, by agreement;



- Aligning the minimum call for full time Schedule A and B staff to 4 hours, to enhance flexibility in rostering;
- Changing the application of the Monday to Friday 15% penalty, so that it is only payable for hours worked during the penalty window (6pm to 6:30am for Schedule A or Rural staff and 7:30am to 7:30pm for Schedule B staff), rather than being payable for the entire shift;
- Including a shutdown clause, which would allow the ABC to direct staff to take leave with reasonable notice during breaks in production or quiet periods such as Christmas or New Year;
- Align the private Vehicle rates with the ATO rates; and
- Moving travel allowances to the travel policy.

We would encourage you to read through the [ABC's proposal](#) and let us know what you think about it by emailing [myea@abc.net](mailto:myea@abc.net).

### **Next Steps**

The ABC is presenting its proposal to the unions today and we will start discussing aspects of the proposal with the unions in more depth next week.

### **Where can I get further information?**

If you have any questions or suggestions about the negotiations you can contact:

- [myea@abc.net.au](mailto:myea@abc.net.au)
- [EA Intranet Site](#)
- Your EA Divisional Representative
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### ABC Proposal

#### **Removal of Restrictive Content**

In line with the Government's Workplace Bargaining Policy the New Agreement needs to be balanced, straight forward, user-friendly and provide the ABC with maximum operational flexibility.

As such, it should not include operational, implementation or administrative matters that may be subject to change during the life of the Agreement and are more appropriately dealt with in separate policy documents, outside of the New Agreement. Similarly, the New Agreement should not contain ambiguous terms, large slabs of aspirational goals, or include onerous procedures and descriptive policy content. These types of matters are restrictive because they confine the ability of the ABC to operate effectively and efficiently.

The ABC sought guidance from the Australian Public Service Commission (APSC) about what this might mean for the ABC's agreement. Their feedback was that a significant portion of our Current Agreement could be considered restrictive.

The ABC is mindful of the APSC's feedback, but we are not proposing to make all the suggested changes. Instead we are choosing to focus on those areas where staff (through the staff survey) and/or managers have indicated that change is required. In this context the ABC is seeking the removal of the following sections of the Current Agreement from any New Agreement:

- Part B, Purpose, Principles and Objectives;
- Part D, Recruitment which sets out restrictive processes in relation to the recruitment and selection of employees;
- Part G, which deals with Performance Management and is more appropriately dealt with in a policy, particularly given the ABC's desire to change the performance management system during the life of the Agreement as a result of feedback from the Staff Engagement Survey;
- Clauses 27.2.1 and 28.2.1, which require agreement in relation to whether Schedule A (Rostered) or Schedule B employees are on a 2 week or 4 week roster;
- Clause 61.1 – Right of Appeal against a Selection Decision; and
- Clause 61.4 – Reconsideration and Appeal against an Appraisal Decision.

The current recruitment processes take too long and don't encourage diversity of applicants. We want to be able to recruit people faster and from more diverse backgrounds, to better represent and engage with our audience.

The feedback from staff through the survey process and the focus groups that have occurred so far was that the performance management system isn't working. It doesn't enable us to encourage and reward good performance (for example those people at the top of their band), it's too slow and difficult to effectively manage those people who aren't performing and it is focused on an annual appraisal, rather than ongoing feedback.

**ABC's response to the Union's Log**

Pleasingly, but not surprisingly, there are some issues on which the views of both the ABC and the Unions align.

**Work/Life Balance**

The Staff Engagement survey showed that the ABC is doing really well, as far as our staff are concerned, in relation to the ability of staff to balance their family and other commitments with work.

The ABC does not require staff to be connected 24/7 and recognises that we do some of our best work when we have had the opportunity to disconnect from work and connect with the things outside of work that we enjoy and value. Staff wellbeing, including appropriate down time is crucial to our efficiency. We want to be able to better encourage and require staff to take a break from work, particularly those staff with excess leave. We need to ensure that our staff can disconnect and get the break they need so they can perform to the best of their ability. We want to ensure that staff take breaks at key periods in the year when there are recognised breaks in production, such as the Christmas/New Year Period, or where circumstances arise that mean we can't undertake our usual work, by introducing a shut down provision in the New Agreement. This would allow us to require staff to take annual leave during particularly quiet periods, with reasonable notice from the ABC.

Similarly, we acknowledge that some schedule B staff work unsociable hours between midnight and 4am without the Enterprise Agreement recognising or compensating them for this, unlike their colleagues in Schedule A. We are prepared to consider modifying this but in doing so would like to achieve greater efficiency in relation to the 15% Monday to Friday penalty shift windows. Currently staff who work Monday to Friday between 6pm and 6:30am (Schedule A or Schedule B rural staff) or 7:30am to 7:30pm (Schedule B) receive an additional 15% for their entire shift, not just for the portion of the shift that falls within the penalty window. The ABC is not proposing to remove the penalty entirely but to only have it apply to that portion of the shift that falls into that penalty window and which reflects the unsociable hours of work. Often it would be beneficial to both the ABC and staff that we roster staff on shifts into part of that penalty window as it would give them and us more scope to start or finish production across the News cycle. However, the fact that there is a significant cost increase to their entire shift often prevents us from doing this. This change would help the ABC to strengthen our output in response to our audience's demand.

**Family Violence Leave**

The ABC is agreeable to the inclusion of Domestic / Family Violence leave in the Agreement and is happy to discuss this aspect of the proposal in more detail.

The ABC proposes that the detail be set out in the ABC's leave policy with leave to be provided for medical, legal, police or counselling appointments, attending court and other legal proceedings and organising alternative accommodation, care or education arrangements as a way of supporting employees directly affected by Domestic / Family Violence.

### **Diversity**

Enhanced diversity is a priority for the ABC and is demonstrated in the ABC's Equity and Diversity Plan and our Reconciliation Action Plan. Our staff share this view, as demonstrated in the staff engagement survey with 64% of respondents indicating that the ABC accepts individual differences and values diversity, including age, gender and ethnicity. We are happy to consider a more detailed request from the unions in relation to gender reporting. The ABC will seek to provide such information to all our staff where it can be identified and extracted in a reasonably easy format, subject to any privacy considerations.

### **Superannuation during periods of Unpaid Parental Leave**

The ABC already provides employer contributions for employees in the PSSap, the ABC's default superannuation scheme, during periods of unpaid parental leave. The ABC does provide employer contributions for employees on unpaid maternity leave for those employees who are in PSS defined benefit or CSS funds, where they choose to make employee contributions for the period of the leave. This is in accordance with the rules of the fund and the ABC is unable to make contributions in the absence of employee contributions. The Parental Leave form currently explains that you can elect to make superannuation contributions whilst you are on parental leave if you wish.

### **Safety**

The ABC is firmly committed to ensuring that its employees work in a safe and healthy workplace and has a comprehensive WHS framework and consultative process in place to ensure this occurs. The ABC has recently introduced its Fit for Work policy which specifically addresses things such as the workloads as well as recognising that staff need to achieve and maintain a healthy work life balance.

ABC employees have overwhelmingly told us that we are doing well in the WHS space. As part of the Employee Engagement Survey, employees overwhelmingly felt that WHS is considered important and they had the necessary training and support and training in relation to the WHS. The ABC is always open to discussing WHS issues with staff and unions. We have a range of consultative processes in place throughout the organisation and we will continue to foster those forums. Accordingly, we see no need for the inclusion of further measures within the Agreement.

### **Career Development**

The continued development of our employees is central to our ongoing success and improved efficiency. We understand and recognise that employees want clearer job pathways and opportunities for mobility within the ABC. This was a the key finding of the staff engagement survey, with staff indicating that they wanted more scope to develop their career within the ABC and to make it easier for people to have the opportunity to work in other areas of the ABC. As a result we are developing a Job Mobility program to facilitate and encourage mobility across the ABC. Whilst we are happy to give you an overview of this project and its intent, it is still in its early stages, and it is not something that needs to occur within the framework of the Enterprise Agreement negotiations.



### **Job Plans**

We are happy to consider the mandatory requirement to include compliance type training in job plans, and would seek the unions assistance in ensuring that all staff have completed their mandatory WHS and related training. Whilst we are happy to discuss this further we believe that this is something that can be most appropriately discussed outside of the Enterprise Agreement negotiations.

### **Valuing & Recognising ABC Work**

The ABC will arrange a presentation for you in relation to the State Newsroom review.

The ABC recognises that staff are working smarter and that they are able to do this because we have invested in new technology and associated training, to enable staff to work more efficiently to meet the demands of our audience.

### **Resourcing ABC Work**

The ABC recognises that staff need appropriate tools to assist them to carry out their work effectively. Line managers are best placed to identify which particular tools individuals require and staff should discuss this with their manager, such specifics are not relevant to the Enterprise Agreement.

### **Job Security & Span of Hours**

The ABC appreciates that employees want job security and the Agreement currently provides employees with a right to request the ABC to review their employment status.

The ABC would like to see a reduction in the minimum call for Schedule A employees from 7 hours to 4 hours, to give us greater scope to cope with the peaks and troughs of work at the ABC. If we could roster staff for shorter shifts in some instances it would free up resourcing to roster staff for slightly longer shifts around peak demand periods and would enable us to better share the workload between staff.

### **Casuals**

We are open to discussing your request to increase the casual loading from 20% to 25%. The ABC would like to see the unions acknowledge that in certain situations it is not efficient for the ABC to always engage a casual employee for a 4 hour minimum call. Accordingly, we would be seeking to have a reduced minimum call by agreement in certain circumstances.

### **Wages**

The ABC is committed to a wage increase that is balanced for both staff and sustainable for the Corporation. We will assess this offer in the context of our agreement with staff and the unions over the matters that form this Proposal and will be cognisant of the Government's Workplace Bargaining Policy.

We will continue to find ways to improve the efficiency and agility of the ABC, particularly with initiatives that do not result in the need to lose staff. Our commitment to minimising job losses is one of the reasons why the recent budget cuts of \$50 million a year, which would have translated to approximately 600 jobs, resulted in around 300 redundancies. We will continue to look at ways to minimise the impact of any funding cuts on our staff.

### **Consultation**

Similarly, the ABC is taking a more consultative approach with staff as a result of the staff engagement survey. We are currently rolling out a series of structured workshops around the country where we are asking staff to tell us how they believe performance management could be improved. We are happy to facilitate a similar session for the Unions and their representatives and to share the results of these sessions with staff and the Unions down the track.

We are open to establishing a more regular staff consultative forum which provides staff, some of whom may be union delegates, with the opportunity to raise issues and provide feedback on particular issues or initiatives. However, we would be seeking to do this as the need arises in relation to particular issues or initiatives and would not want this to become a forum to air individual grievances or a substitute for consultation that would otherwise occur under the Agreement. We do not believe that it is necessary that this be included as part of the Agreement.

Similarly, we currently have a Charter of Delegates Rights that is available on the intranet and we do not believe that the Enterprise Agreement is the appropriate place for such a policy.

### **Redundancy and Redeployment**

Whilst we understand that the unions may not agree, the ABC believes it engaged in a balanced and transparent redundancy selection process. We believe that the process worked well and that it is an appropriate and widely used and recognised process to ensure we identify and retain those staff that are in the best position to help us deliver on our future operational requirements.

We believe that our current redeployment process largely works well, we successfully redeployed 15 employees (25% of those who wanted to be redeployed) from the last major redundancy process. We are happy to hear and consider the unions' thoughts around enhancements to the redeployment process and may seek some further minor changes to help better streamline the process.

### **Co-Productions**

Unfortunately, the ABC is not prepared to agree to your request to include a mandatory requirement around staffing levels on co productions. It would not work as the methods of support we provide to co productions are many and varied and co-productions often require unique skillsets that we do not have in house.

### **TOIL**

Similarly, is not prepared to change the existing system we have in relation to time off in lieu, as it provides the ABC and the employee with the flexibility necessary to respond to operational requirements. The provision of TOIL is by agreement between an employee and a manager, if there is no agreement the overtime is paid at the appropriate penalty rates.

### **Higher Duties**

The ABC notes the Unions' position in relation to the performance of regular Higher Duties for periods of less than 5 days, however, we believe that there is already a process for managers to recognise and reward this work, where appropriate.

### **Parental Leave**

While the ABC is currently exploring the cost impact of further changes to the existing parental leave provisions, we think it unlikely that we could agree to significant changes in this area.

### **Travel to and From Work outside of normal work hours**

The ABC believes that 9:30pm to 6am is the appropriate span of hours for which the ABC should provide reasonable assistance to staff with travel to and from work.

### **Other Changes**

Finally, there are a few other changes the ABC would like to make to the Current Agreement to better position us to be more efficient, engaged and responsive to changes in technology, audience and the broader media industry during this period of ongoing transformation. These include:

- Aligning the Private Vehicle Allowance rates with the ATO rates so that as the ATO rates change the ABC's rates will change. Recent changes to the vehicle rates and the fact that part is tax free and part of it is not tax free mean that our payroll area will have to manually calculate and update vehicle rates for all vehicle claims. This will be a very resource intensive process which could be avoided in its entirety if we could align our rates to the ATO's rates.
- Move travel allowances to the travel policy; and
- Other drafting and administrative changes

### **The formalities - Terms, Coverage and Duration**

It is proposed that the New Agreement be an Enterprise Agreement under the *Fair Work Act 2009* that will include all of the terms of the existing *ABC Employment Agreement 2013 -2016* ('the **Current Agreement**') as amended by this Proposal. It is proposed that the New Agreement will be for three years, have a nominal expiry date of 30 June 2019 and cover the same employees as are covered by the Current Agreement.

The New Agreement would rescind and replace all other collective agreements which apply to the employees covered by the Current Agreement, whether registered or certified or not (including the Current Agreement) and will operate in the place of and to the exclusion of any other collective industrial instrument that might otherwise apply to the employment of employees including:

- (a) ABC-CPSU Award 2000; and
- (b) ABC Journalists and Reporters Award 2000

as amended, replaced or superseded from time to time or any modern award in place from time to time, including the Broadcasting and Recorded Entertainment Award 2010 as amended, replaced or superseded from time to time.

**General**

This proposal (**Proposal**) is made in full settlement of the claims made on the Australian Broadcasting Corporation by the CPSU and MEAA (as bargaining representatives for employees) ('the **Unions**') in our meeting on 4 April 2016 and in the Unions Log of Claims provided on that day. The ABC reserves its right to amend and/or add to the ABC's proposal during negotiations

This Proposal is subject to agreement about all the terms and conditions of the proposed new Enterprise Agreement ('the **New Agreement**') and the approval and lodgement of the New Agreement.

In referring to claims made by the Unions in this Proposal, the ABC acknowledges that these claims are made on behalf of employees for whom the union is either the nominated or default bargaining representative.

We look forward to discussing our proposal with you in more detail over the coming weeks.





## Joint CPSU-MEAA Bargaining Claim ABC Enterprise Agreement Negotiations 2016

As we head into negotiations for the new ABC Enterprise Agreement, CPSU AND MEAA members stand together in recognition of the following:

1. We are the heart and soul of the ABC. We are the people that make the programs. We are the people that provide the services.
2. We are the people working harder, smarter, faster and longer to deliver to our audiences across more platforms than ever before, papering over cracks and dysfunction caused by job losses and budget cuts
3. We are the people who do the work that is proudly celebrated by the ABC's Managing Director and Executive in their public speeches, social media posts, government inquiries and representations to the public.
4. We are the ABC.

The ABC Enterprise Agreement is the single most important lever that is controlled by ABC staff. Unlike government funding which we cannot control, our Enterprise Agreement is developed and determined by all of us and it sets the standard for our working conditions and workplace relations.

In the development of our claim, we have given careful consideration to the feedback provided by union members. We have also given careful consideration to the ABC's values of Integrity, Respect, Collegiality and Innovation. These values are the foundation for how we work, therefore it is fundamental that our new workplace agreement upholds and reflects these values.

\*\*\*\*\*

**Pay:** Union members want an annual pay increase that is fair and which does not cause an employee's real wage to decline. Members want recognition for additional work they are doing and will assess pay in the context of the ABC's overall offer.

**Existing agreement conditions:** Union members welcome variations to existing conditions which improve work-life balance, improve workers' pay and which do not disadvantage or target any specific groups of ABC workers.

**Redundancy:** Union members want our new enterprise agreement to include an agreed redundancy selection process that genuinely reflects the ABC's vision and values. Members want to ensure that if and when redundancies are needed, the ABC provides its workers with a fair and transparent process that is compassionate and humane.

Authorised Sinddy Ealy, ABC Section Secretary CPSU | Paul Murphy, MEAA CEO

**Redeployment:** Union members want to keep the ABC's institutional knowledge in the ABC and to minimise ABC redundancies wherever possible. To that end, members are seeking agreement improvements to ABC redeployment that will help the ABC to retain its people and their knowledge.

**Recognition for extra work:** Union members want recognition and fair remuneration for the additional work they have taken on over the life of the current ABC enterprise agreement.

**ABC Job Security:** Union members want ongoing employment to remain the preferred form of ABC employment and we seek to work with the ABC to resolve secure and sustainable jobs for employees. Members want the ABC to pro-actively initiate conversion to ongoing employment, and to fill fixed-term vacancies and specified task contracts for their duration.

**Safe work:** Union members want to see ABC work and the ABC workplace remain safe. We support measures that effectively monitor ABC work intensification and workloads, and which support ABC staff to maintain a healthy work-life balance and good health. Members are keen to explore ways that the ABC can improve current rostering and avoid work practices which cause fatigue and endanger staff.

**Resourcing ABC work:** Union members want well-resourced workplaces with an adequate number of skilled staff and the right tools of the trade to do their work. MEAA members specifically ask that the ABC provide all editorial staff required to file from the field with an up-to-date iPhone, with software compatible with ABC systems, and guaranteed access to iPad, laptops, and cameras when sent on assignment.

- **Valuing ABC work:** Union members want to understand how the ABC values additional work being done by ABC staff. To that end, members are seeking the results of the state newsroom content and staff reviews conducted by the ABC late 2015. Union members are also seeking a clear outline of the way the ABC currently measures productivity increases. How has the ABC factored increased output from fewer staff, new technology uptake, unpaid overtime and an increase in multi-platform content output in their offer?
- **Casual Loading:** ABC staff that are casual play an important role in the ABC. Union members are seeking to increase the casual loading from 20% to 25%. Union members are also seeking a written commitment from the ABC confirming that all casuals are being paid in accordance with their entitlements in the current enterprise agreement.
- **Work Life Balance:** Both staff and management know the ABC is increasingly a 24 hour workplace. Many staff start work between 2am and 4am, yet their penalty allowance is the same as someone starting at 5am. This should be rectified. The ABC should also acknowledge employees have a "right to disconnect" from phone, email and other messaging services when at home or out-of-office.
- **Parental Leave:** The ABC prides itself of being a diverse and family friendly workplace. Union members are seeking to increase paid maternity leave from 14 weeks to 26 weeks, and increase supporting partner leave from 2 weeks to 6 weeks.



- **Superannuation:** The ABC is a progressive workplace which has a long history of advocating for women at work. Union members are seeking for superannuation to be paid during unpaid periods of parental leave to ensure that workers are not disadvantaged because of their caring responsibilities.
- **Family Violence Leave:** The ABC takes great pride in the work it has done shining a spotlight on family violence. To that end, union members are seeking the inclusion of a family violence leave clause in the new agreement.
- **Gender reporting:** The ABC has a commitment to promoting diversity at all levels of the ABC. Union members seek that the ABC commit to going beyond current mandatory reporting requirements, and provide the unions with an annual gender breakdown by section on current rates of pay, upgrades, number of women in management roles, and merit payments to provide transparency on areas that are successfully working to narrow the gender gap, and areas that require attention and improvement.
- **Career pathways and job security:** The ABC takes great pride in surveys and awards which show it to be an employer of choice. Union members are seeking changes to improve ABC job security and improve ABC career pathways. Mandatory training for staff that request it in their Job Plans. The ABC will consult with TV employees and their representatives if the ABC proposes to use less than 50% of ABC staff on an ABC TV co-production. Improved reporting on ABC's learning and development including the creation of a training category which reflects compulsory training needed for compliance or new operating requirement.
- **Joint Consultative Committee:** Union members are seeking the establishment of a monthly joint consultative committee between the ABC, ABC staff and their representatives.
- **Travel to and from work outside of normal hours:** Union members request the span of hours in clause 36 be changed from 9.30pm – 6.00am, to 9.30pm – 6.30am to ensure safe travel to and from work.
- **Time off in lieu:** Where applicable, union members are seeking for TOIL to be given as the equivalent period of time that the employee would have been eligible to receive had they opted to receive an overtime payment instead (I.e. Time and a half, double time etc.)
- **Higher Duties:** Existing clause amended to allow payment to staff that regularly perform higher duties in a non-consecutive pattern. At present an employee who performs higher duties for two days every weekend (i.e. 48 days of higher duties per year) cannot get paid for this because the work is not done over five or more consecutive days.
- **Delegates Rights:** The inclusion of current Charter of Delegates Rights in the new ABC Enterprise Agreement.

**CPSU and MEAA members reserve the right to amend and/or add to the existing log of claims during negotiations.**



## Your Survey Your Say



The staff engagement survey was conducted in late 2015. In February, the ABC Executive met to discuss and agree on [action items](#) in response to the Staff Engagement Survey. This page will be updated regularly with ongoing staff initiatives related to the Staff Engagement Survey.

Target area	Initiative	Status
Leadership	<ul style="list-style-type: none"> <li>The Managing Director has established the ABC Executive Leadership Forum (ELF). This group comprises about 200 of the ABC's senior managers and the ABC Executive.</li> </ul>	<ul style="list-style-type: none"> <li>This Forum will meet regularly to share operational information, to harness the skills and creativity of the group to implement our key audience strategies and to problem solve in a collegiate and cross-divisional way.</li> </ul>
	<ul style="list-style-type: none"> <li>To improve visibility and accountability, the ABC Executive has created the State Sponsor program. ABC Executive Members will be assigned to a state or territory and will visit other branches to meet and work more closely with local managers and state executives and take their issues and concerns back to the full ABC Executive.</li> </ul>	<ul style="list-style-type: none"> <li>This program is underway. More information about the State Sponsor program and protocol is available <a href="#">here</a>.</li> </ul>
High performance & career development	<ul style="list-style-type: none"> <li>Members of the ABC Executive and ABC People are running focus groups across the country in April and May and you are invited to provide feedback on performance, development, opportunities, recognition and pay.</li> </ul>	<ul style="list-style-type: none"> <li>In April and May, focus groups were held in Adelaide, Perth, Darwin, Brisbane, Canberra, Hobart, Melbourne and Ultimo.</li> <li><a href="#">A summary of these sessions is available here</a> [PDF 137 Kb].</li> </ul>
	<ul style="list-style-type: none"> <li>The Career Moves program has been launched in August 2016, which provides staff from across the ABC access to opportunities to work in different areas or location by participating in a mobility placement. Through the <a href="#">Career Moves intranet site</a>, you can make a request to expand your skills in a particular area or</li> </ul>	<ul style="list-style-type: none"> <li>More information is available on the <a href="#">Career Moves</a> intranet page, and you can view available <a href="#">mobility placements here</a> or submit a</li> </ul>

Enabling Infrastructure	have a look at the mobility placements available.	<a href="#">placement request here.</a>
	<ul style="list-style-type: none"> <li>A new workshop has been developed to help managers enhance their skills in providing feedback about performance. Called Effective Feedback Conversations, this one day workshop focuses on the key skills needed by people managers to provide ongoing feedback which is meaningful and effective, an issue that was identified by both staff and managers in the Engagement Survey last year.</li> </ul>	<ul style="list-style-type: none"> <li>Following two successful pilot workshops in Ultimo, rollout will commence in September and continue through into early 2017.</li> <li>The workshop will be made available in capital cities and for regional staff so keep an eye out for further communication about dates and venues.</li> </ul>
	<ul style="list-style-type: none"> <li>The Business Automation program, launching to all staff in May, will ease the administrative burden across all work areas by introducing automated forms for expense management. This will extend to travel and HR forms over the coming months.</li> </ul>	<ul style="list-style-type: none"> <li>From 23 May, expense management (procurement card acquittals and staff reimbursements) and invoice payments will be automated through Concur and myRequests.</li> <li>On 13 June 2016 the ABC's travel management services company will change to BCD Travel. As a result, a new, online travel booking tool will <u>are now available</u>.</li> <li>Further information is available under the <u>Top Tasks</u> tab on the intranet homepage or in <u>the FAQs</u>.</li> </ul>
	<ul style="list-style-type: none"> <li>The Executive is committing to improving our communications tools. Better video conferencing systems and an improved intranet are vital to allowing staff to communicate and work across divisions.</li> </ul>	<ul style="list-style-type: none"> <li>Corporate Affairs and Technology are working together on two infrastructure projects to enhance our ability to communicate and collaborate internally and to improve access to corporate information. Updates on these projects will be posted soon.</li> </ul>

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## Update 5

Yesterday we had our 4<sup>th</sup> meeting with the Unions regarding a new Enterprise Agreement, which both parties agreed, in the main, was a constructive one.

The ABC was keen to talk about the feedback we have received from you and the types of changes we may ultimately like to make to our performance management processes, while the unions wanted to discuss their continuing concerns over the way the ABC handles redundancies and better understand our redeployment processes.

Both sides also discussed one of the fundamental issues at the heart of the discussions, which is the ABC's need to be mindful of the broad Government policy in relation to workplace bargaining. So let's start there.

### **Government Workplace Bargaining Policy**

There were quite a few questions from the CPSU about why the ABC is following the policy during these negotiations when we hadn't during past negotiations.

Put simply, it's no longer possible (if it ever was) for the ABC to ignore the broader environment we operate in. Since the last negotiations, we have received correspondence from the Minister encouraging us to follow the policy, we hadn't received such correspondence prior to the previous negotiations.

More significantly, the policy sets out a clear path which allows the ABC to achieve fair and reasonable salary outcomes for staff by tackling some of the technical and outdated inflexibilities in our agreement.

### **Performance Management**

The meeting kicked off with a presentation by the ABC on performance management. Following the staff engagement survey results and the feedback received so far through the staff focus groups held nationally, the ABC has received the message loud and clear – that you want a new approach to performance management. The presentation included an overview of the results from survey, the themes starting to emerge from the focus groups as well as some explanation of current thinking and theory around effective performance management. We all talked at some length about the frustrations experienced by staff and management with the current process. While the ABC see some of the current concerns as a result of the overly prescriptive nature of the current provisions within the Agreement, the Unions indicated that they thought we may be able to do performance management better but within the parameters of the current agreement. The ABC undertook to provide some more information at, or if possible in advance of, the next meeting in relation to:

- what specifically we think causes problems within the current agreement and restricts us in adopting a better process;

- examples of less prescriptive provisions within other Enterprise Agreements; and
- some further information about the performance management processes used by other organisations.

At the heart of this discussion, though, is the ABC's commitment to listen to staff and our belief that by removing the rigid and restrictive rules about performance management from our agreement, we can create a better system for you while also delivering the kind of flexibility that enables a good pay outcome.

### **Redundancy**

It's no surprise that the unions continue to be concerned about the redundancy process recently adopted by the ABC, particularly in relation to the changes in early 2015.

The Unions have asked the ABC to consider developing an agreed process for redundancy to be included in the new agreement. The ABC undertook to consider this, in doing so we highlighted that the provisions within the current agreement already require the ABC to consult with staff and their representatives in relation to proposed redundancies and the process to be followed where redundancies arise. The Union indicated that there may be a need to have more than one process in order to accommodate different situations. The ABC agrees and feels that the current consultation provisions provide for that flexibility. There will be further discussion around redundancy at the next meeting. The ABC made the point that it is a little incongruent to, on the one hand, be exploring the removal of restrictive and prescriptive processes such as performance management and recruitment but on the other hand to be agreeing to the inclusion of a new, more formal and restrictive process around redundancy. Nonetheless, we will consider the request and are open to further discussion around the issue.

### **Redeployment**

The CPSU sought more information in relation to redeployment process within the ABC both in relation to the mitigation of redundancies, during the development of a proposal for change, as well as the process followed once a person has been identified as potentially redundant and has opted for redeployment. The ABC explained both of these processes, the detail of which it would be lengthy to repeat here however, if you would like further information about this aspect of the discussion or any others please email [myea@abc.net.au](mailto:myea@abc.net.au).

The CPSU asked if there is anything they can do to support the process, we advised that nothing springs to mind but that we would come back to them if there was.

Topics for discussion at the next meeting:

- More Performance Management
- Presentation regarding recruitment
- More discussion regarding redundancy

### **Further Information**

As always if you have any comments or suggestions please contact:

- [myea@abc.net.au](mailto:myea@abc.net.au)
- [EA Intranet Site](#)
- Your EA Divisional Representative

- Shane McLeod & Rebecca Matthews (News)
- Paul Crockford (TV)
- Cath Hurley (Regional)
- Chris Scaddan (Radio)
- Tara Hester (Audience & Marketing)
- Other divisions – TBA (email [myea@abc.net.au](mailto:myea@abc.net.au))

Thank you to those who have provided feedback directly to the Divisional Representatives and the My EA mailbox. We encourage you to continue to provide your feedback and suggestions.

**Previous EA updates**

- [My EA Update #1](#)
- [My EA Update #2](#)
- [My EA Update #3](#)
- [My EA Update #4](#)