

Kate Gatti

From: Rebekah Donaldson
Sent: Tuesday, 18 October 2016 3:28 PM
To: My EA
Subject: VOTE myEA - Have you voted yet?



We've passed the halfway point for voting on your new Agreement. Voting closes soon, so make sure your vote counts.

The numbers so far

CorpVote have advised us that as of this morning, 43% of eligible staff have voted.

If more than 50% of staff vote 'YES', we can apply to the Fair Work Commission to have the new agreement approved.

If more than 50% of staff vote 'NO', staff will remain under the terms and conditions of the existing Agreement with no change to pay and entitlements. There would also likely be some time before negotiations resume and we would be starting from scratch.

Either way, we want everyone to be able to have their say and vote.

Make your vote count.

If you are eligible to vote, you should have received your instructions and access details for your vote from CorpVote. You can vote via the **internet** or by **phone**.



Vote by Internet

Go to <http://www.netvote.com.au/447>



Vote by Phone

Call 1300 830 747 and follow the prompts

If you have not received any correspondence from CorpVote, but believe that you are eligible to vote, please contact CorpVote Support on 1300 147 797 or email support@corpvote.com.au.

VOTE myEA Intranet

We've recently pulled together a [Staff Q&A](#) to answer some of the questions we've been fielding during staff briefings or emails coming through to myEA@abc.net.au. This is now available on the [VOTE myEA](#) intranet.

The information which has been updated either provides you with an explanation of process (eg. what happens if there is a 'No' vote) or further summarises information which has already been provided in the [Information Paper](#) and [VOTE myEA FAQ's](#) (eg. 4 week rosters, annual shutdown or casual minimum call).



Questions

If you have any questions, you can speak to your [Divisional EA Representative](#), your [ABC People Business Partners & HR Teams](#) or your manager. And, as always you can email a question to myEA@abc.net.au.

Regards,

Rebekah Donaldson
A/Director, ABC People



myEA Staff Briefing

Q&A's from staff

We've pulled together a quick Q&A to answer some of the questions we've been fielding during staff briefings or emails coming through to myEA@abc.net.au

I've heard if staff vote 'NO' we could get a better offer?

- Put simply, this is not correct. The offer that staff are currently voting on, is our best offer.
- As we've said before, if staff vote 'NO' to the offer, there is no change to your existing pay and entitlements – you will continue to be covered by the current agreement.
- If staff vote 'NO', there would likely be some time before negotiations resume and we would be starting from the beginning. It would also mean, additional benefits such as the pay rise, back pay to July, and the \$500 one off payment would be off the table.

I've heard that the unions are against the offer?

The CPSU has said in The Australian (and social media) they "welcome" the ABC vote, and that are "taking a neutral position on the vote".

<http://www.theaustralian.com.au/national-affairs/industrial-relations/abc-to-put-a-proposed-enterprise-agreement-directly-to-staff/news-story/2a243ce4f46ae924c788d05df438a1ad>



- We are encouraged by the CPSU's neutral position given the 26 weeks of negotiations.
- Like them, we think all staff should be able to have their say on their Agreement.
- MEAA have been communicating to their members about their views on the proposed changes and "what MEAA members' actions have gained".

I've heard that not all the detail of the offer has been provided to staff?

- Absolutely not – all staff have access to the full detail of the new Agreement and how it differs to the old agreement.
- You can check out all the detail of the [New Enterprise Agreement](#), the [Information Paper](#), , and other supporting documents on the [myEA Intranet](#).
- We're encouraging everyone to know the offer before you vote.

I've heard that all 4 week rostered staff will be moved to a 2 week cycle?

New [Agreement](#) Clause 26.6 (Page 48) for Sched A / Clause 27.6 (Page 55) for Sched B

26.6	Changes to regular rosters or ordinary hours of work
26.6.1	The ABC will consult with employees about a change to their regular roster or ordinary hours of work.
26.6.2	For the purposes of this subclause 26.6, the ABC will: <ol style="list-style-type: none"> provide information to the affected employees about the change; and invite affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and consider any views that are given by employees.
26.6.3	Employees may be represented for the purpose of consultation under this subclause 26.6.

- This change does not mean we will be changing roster cycles. There are areas of the ABC where 4 week rosters work very well and will continue.
- If all employees in the one work area are not on the same cycle, local management may decide that it's more operationally sustainable to have all staff on the same roster cycle. Local management, as is currently the case, will need to review cycle arrangements, if, in the future, our operations change.

- To do this, managers will have to consult with the relevant staff, **taking into consideration factors such as family or caring responsibilities.**

I've heard the minimum call for all casuals is 2 hours?

Agreement Clause 14.6 (Page 24)

- | | |
|--------|---|
| 14.6.2 | The minimum casual payment will be for four hours per call. |
| 14.6.3 | Clause 14.6.2 does not apply where the casual employee and ABC agree to a shorter minimum call, and the casual employees functions are to 'present an on air program' provided that the minimum call and minimum payment will be two hours. |

- For a majority of casuals, the **minimum call remains 4 hours.**
- The change only applies for those who are to 'present an on-program' for two hours or less and agreed to the minimum call of 2 hours.

I've heard I can be forced to take leave without pay over Christmas?

Agreement Clause 37.3.2 (Page 65)

- | | |
|--------|-------------------|
| 37.3.2 | Annual Close Down |
|--------|-------------------|
- a. In order to meet the operational needs of the business during periods of low activity and or downtime in production or operations, the ABC may direct an employee to take a period of annual leave or paid time off in lieu at any time between 15 December and 15 January (Annual Close Down).
 - b. The ABC will notify an employee of the requirement to take annual leave or paid time off in lieu no later than one month in advance of the commencement of the Annual Close Down.
 - c. If an employee does not have sufficient accrued annual leave or paid time off in lieu to cover the period of the Annual Close Down, the employee may elect to take one of the following types of leave for the balance of the Annual Close Down period:
 - i. annual leave in advance;
 - ii. long service leave;
 - iii. leave without pay.
 - d. The ABC will not require employees to take leave annual leave in advance, long service or leave without pay under this subclause.
 - e. If an employee has sufficient accrued annual leave or paid time off in lieu to cover the Annual Close Down, but there are exceptional circumstances which mean that being required to take the annual leave or paid time off would significantly adversely impact the employee, the employee may request that they be able to make other arrangements with the ABC. The ABC will not unreasonably refuse that request.
 - f. The amount of leave that the ABC can require an employee to take during the Annual Close Down is a minimum of 3 days and a maximum of 10 days.

- This is already happening in many parts of the ABC – say during summer programming.
- The ABC may direct staff to take a period of leave around the Christmas and New Year period.
- The shutdown would be for a minimum of **3 days** and a maximum of **10 days**. But, you cannot be “forced” leave without pay, long service leave or annual leave in advance.
- Staff can also access their normal EA TOIL for shutdown.
- One month or more notice needs to be given to staff.

I've heard my rights have been reduced with Recruitment Guidelines moving out of the Agreement?

Agreement Clause 13 (Pages 16 to 18)

- The ABC has retained our commitment to advertising and right to appeal in the new EA – so in effect these “rights” are retained.
- If there are changes to the Guidelines, the ABC will consult with staff direct on any changes. The Guidelines contain further detail on recruitment, repeating what's in the EA, administrative and procedural detail.

I've heard it will be harder for me to apply for positions under the new Agreement?

Agreement Clause 13 (Pages 16 to 18)

13.5 Internal candidates

13.5.1 Where a Selection Panel has been formed in accordance with clause 13.4.1;

- a) all internal applicants for the vacancy who meet all of the selection criteria will be interviewed, subject to 13.5.1(b);
- b) in circumstances where there are more than three internal applicants who are assessed as meeting all of the selection criteria:
 - i. there may be further short listing processes to identify the best candidates, which may include asking candidates to undertake a further task; and
 - ii. After this process has been undertaken, a minimum of the three best internal applicants will be interviewed.

- The ABC has retained all current commitments in the EA to advertising position that exist today, and have also introduced a new clause in the EA for internal applicants.
- In addition, we have a commitment from the ABC Executive on the Career Moves program, which offers staff even more opportunities than before.

I've heard that all performance management rights have been moved into policy?

Agreement Clause 23 (Pages 35 to 39)

Rating	Description
U	Unsatisfactory Performance fails to meet minimum requirements within the current band. Before an employee is given a 'U' rating, a manager will commence the process under clause 23.7 and clause 23.5.3 (a) will apply.
GNM	Goals Not Met Performance does not meet some requirements within the current band and clauses 23.5.3 (b) and 23.5.6 will apply.
M	Meets Performance meets all requirements within the current band and clause 23.5.3 (c)(i) will apply.
E	Exceeds Performance exceeds all or most requirements within the current band and 23.5.3 (c), (d) or (e) will apply.

23.5.3 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'.
- b. No salary increase will be payable to employees who are rated 'GNM' subject to 23.5.6 below.
- c. 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'.
- d. Employees in Bands 7 to 8 will be advanced within their current band with a rating of 'E'.
- e. Employees in Bands 1 to 8 who are already at the top of their band at the time of the Appraisal Due Date and receive an 'E' rating will receive a bonus which is equivalent to 2% of their base rate.

- A majority of the clause has remained in the agreement. Ratings are there, the link to the pay outcome is there. Employees still have the right to appeal a rating, which can still be taken to Fair Work (if not resolved internally).
- We've removed the need for people to work for a year to a higher band before getting paid (and promoted). This can happen at any stage throughout the year – with immediate effect. We think this is a positive change – and recognises the work they are doing at that time.
- We've included a new 2% E Rating bonus for top of the band staff, into the agreement.

I've heard changes have been made (without consultation) that limit access to maternity leave?

43.2 Paid Maternity Leave

43.2.1 Female employees of the ABC with 12 months prior service at the time the child is born are entitled to take up to 52 weeks Maternity Leave of which:

- a. up to 12 weeks will be paid in accordance with the provisions of the MLCE Act; and
- b. an additional four weeks will be paid, also on conditions as set out in the MLCE Act.

43.2.2 An employee taking Maternity leave may elect to take the paid portion of that leave at half pay over a period of 32 weeks. However, Maternity Leave taken at half pay will not count as service beyond 16 weeks.

Agreement Clause 43.2.1 (Page 77)

- Aside from the offer to increase paid maternity leave by two weeks, the ABC is not changing employees

entitlements to maternity leave, rather clarify how they currently operate.

- The ABC is not seeking to restrict access to maternity leave until the child is born; this sentence was added to clarify the current entitlement under the Maternity Leave (Commonwealth Employees) Act (referred to as the 'MLCE Act').
- Clause 43.2.1 states that the conditions of maternity leave are set out in the MLCE Act, which allows employees to take maternity leave up to **6 weeks before the birth**.
- A draft Agreement including changes to this clause was provided to the CPSU & MEAA on 23 September and we received no feedback about it.

Agreement Clause 43.2.1(a)

- There are some circumstances where an employee may not be entitled to 12 weeks' maternity leave eg: a specified task or fixed term employee who has met the 12 months minimum employment for maternity leave, but whose contract ends after 6 weeks of maternity leave would not be entitled to the remaining 6 weeks maternity leave as she is no longer an ABC employee, and maternity leave under the MLCE Act is not paid out on termination.
- This change was discussed with the CPSU & MEAA on 23 May, included in a table of possible drafting changes sent to the Unions by the ABC on 25 May and part of in the draft Agreement sent to the Unions on 23 September, and we did not receive any feedback about it.

I've heard the ABC has added a new clause so that leave without pay is not counted as service?

Agreement Clause 45 (Pages 80 to 81)

Current Enterprise Agreement 2013-16 (Current)

46.1.3 Unless otherwise approved, LWOP will not count as service for any purpose.

New Enterprise Agreement 2016-19

45.1.3 Unless otherwise approved or required by the Long Service Leave (Commonwealth Employees) Act 1976 LWOP will not count as service for any purpose.

- Under the current agreement leave without pay will not be counted as service.
- The only change to this clause in the proposed agreement is that we have referred to LWOP being counted as service as required by the Long Service Leave (Commonwealth Employees) Act. The effect of this amended clause is a beneficial one for staff, in that it ensures that service is counted in accordance with relevant legislation.
- This change was discussed with the CPSU & MEAA on 23 May, included in a table of possible drafting changes sent to the Unions by the ABC on 25 May and was included in the draft Agreement sent to the Unions on 23 September. Again, the unions did not provide any feedback about this clause.

I've heard that consultation rights have been removed from the Agreement?

- The Purpose, Principles & Objectives section has been streamlined. The section which talks about parties are committed to discussing any anticipated or planned changes to the ABC workforce has been removed – but these are **not consultation rights**.
- Consultation rights are in the **Managing Change section (Part L – Page 86)** which remains intact in the Agreement.

I've heard that Travel Allowance & Shift Penalties have been either reduced or abolished?

- There are no changes to Travel Allowance (**Agreement Clause 48**) or Shift Penalties (**Agreement Part H**) in the new Agreement. These remain in the proposed Agreement.



VOTE myEA FAQs

[Your Pay](#)

[Your Vote](#)

[Your Leave Entitlements](#)

[Other Changes](#)

Your pay

Will I receive a pay increase under the ABC's offer?

We have offered you a 2% pay increase each year for 3 years from the first full pay period after 1 July 2016 and back pay to July. On top of the pay rise and back pay, we offered you a one-off \$500 lump sum payment which is available to all ongoing, fixed term, specified task and casuals (pro-rata for part time hours).

When is my back pay effective from?

We have offered back-pay of the full 2% from the first pay period after 1 July 2016. So your 2% pay rise will be backdated to 11 July 2016.

Why are you offering the one off \$500 lump sum payment?

This payment is offered to further recognise your hard work, dedication and contribution over the last 3 years. Combined with the 2% pay rise, back pay, E rating bonus and other benefits, we believe this recognises the excellent work you do. What we're asking for in return is a degree of flexibility to do things like improving Performance Management and Recruitment. But we need to be clear, your core rights have been retained in the EA. This kind of payment is not uncommon in the ABC, where a similar payment was made to staff upon approval of the 2013-16 Enterprise Agreement.

When will I receive my back-pay and the one off \$500 lump sum payment?

There are a number of steps we must follow before we are able to implement the new EA including any wage rise, back pay and lump sum payment.

The ABC Executive believe that all staff should have the opportunity to have their say on the new Agreement. If we receive a majority 'Yes' vote for the Agreement, we then need to apply to the Fair Work Commission to have the Agreement approved. Once the Agreement is passed by the Fair Work Commission we will be able to begin processing the new pay rates and back pay.

How has the ABC determined the wages offer?

We considered a range of important factors, including:

- recognition of your contributions to serving ABC audiences over the last 3 years;
- the changes you've asked us to make to the existing EA;
- feedback received through the Staff Engagement Survey;
- the unions' claims;

enabling future improvements to various workplace practices such as Recruitment; internal and external financial considerations such as our funding (including budget cuts and our base line funding which is indexed below inflation) and CPI (which currently sits at 1.3%), and that we have to be responsible and sustainable in what we offer.

The ABC was also aware of the maximum wage rise payable to Australian Public Sector staff under the Government's Workplace Bargaining policy, which is 2% each year, for three years (or total of 6% over 3 years) in return for removal of "restrictive content" from Agreements.

In recognising your contribution to our audiences, the ABC acknowledges that our staff do a fantastic job responding to changing audience demands, and that staff are working flexibly to deliver high quality content in new ways to both new and existing audiences. The challenge is to ensure we work differently, with new priorities and demands that are well managed and properly resourced.

Is it true that the ABC's wages offer is not keeping up with the cost of living?

No – that is not true.

The current, actual CPI figure sits at **1.3%** - it is at historically low levels, so too is wage growth across the board. There may be parts of Australia where a higher, local CPI exists, however we are a national organisation with over 4,000 staff across the country and funding based on national indexation – we cannot sustain a wage increase based on any inflated, local CPI figures.

Importantly though, this is a package offer, that not only includes a wage rise, but also a one off \$500 lump sum payment, a 2% bonus for those staff who are sitting at the top of their band and receive an 'E' rating for their performance. We're also increasing leave entitlements, the casual loading and putting in place commitments to improve rostering practices, rights for staff to deal with workload concerns and a forum to deal with learning and development concerns. In addition to the 2% wage rise, and the 2% bonus, increments (i.e. moving up points within a band) for an appraisal outcome will also continue to be paid to many staff which is equivalent to an additional 2% to 3% for each point.

Your vote

What is the vote about?

The vote is to give employees who will be covered by the proposed ABC Enterprise Agreement 2016 -19 the opportunity to indicate whether or not they approve of the terms and conditions of employment contained in the proposed agreement.

Am I eligible to vote?

Employees who are employed by the ABC at the start of the Access Period and will be covered by the proposed ABC Enterprise Agreement 2016 -19 will be eligible to vote. Casual employees are eligible to vote as long as they met the determined eligibility criteria.

Senior Executives, Directors, employees covered by the ABC Retail Agreement or the ABC Actors Agreement are not eligible to vote. Independent contractors are not employees of the ABC and are also not eligible to vote.

Casual employees are eligible to vote as long as they worked any shifts between the periods of 28 September 2015 to 28 September 2016. If you are covered by the proposed ABC Enterprise Agreement 2016 - 19 but did not do any shifts during this period and feel that you should be eligible to vote, please speak contact myea@abc.net.au

Why should I vote?

Your vote is important as it gives you a direct say in whether the terms and conditions detailed in the proposed ABC Enterprise Agreement 2016 -19 should apply to your employment.

When can I vote?

You will be able to vote between 11 October 2016 and 25 October 2016.

How do I vote?

You will receive voting information directly from CorpVote, the independent voting service. This will be sent either by email to your nominated address for receiving your pay slips (don't forget to check your 'junk mail' for any emails from CorpVote) or by mail to your home address if you are on leave or if you have not provided your email address.

If you do not receive the voting information and you are eligible to vote, please email myea@abc.net.au. Alternatively, you can contact Corp Vote Support directly on 1300 147 797 or support@corpvote.com.au.

What if the proposed new EA is voted down?

If the new EA is voted down, that is more of the staff who vote, vote no than those who vote yes, we will need to start again or may take a pause in bargaining while we consider next steps. You would remain under the terms and conditions of the current Agreement, and would not receive the 2% pay increase, back pay, and the one off \$500 lump sum payment.

Leave Entitlements

I'm about to go on Maternity leave, will I be eligible for the additional 2 weeks?

If you are on paid maternity leave (either full or half pay) at the time of the new Agreement coming into effect (one week after approval from Fair Work), you will be credited with the additional 2 weeks to your balance.

Other Changes

I'm a casual employee, what is my minimum call?

In most cases it remains 4 hours, the proposed changes to minimum call for casuals from 4 to 2 hours has been restricted to circumstances where the Artist Payroll previously applied and for those who 'present on-air' only for two hours or less. For all other casual employees, a 4 hour minimum call remains.

I've been told that Performance Management is being taken out of the Agreement?

Your core rights relating to Performance Management have been retained in the Agreement and if you review the [draft Agreement](#) [PDF 1.5 Mb] you will see that a majority of the Performance Management clause remains in the Agreement.

Changes to the Performance Management clause relate largely to process. The Agreement has retained Ratings and the Link to Pay (salary outcome), as well as including the new 2% 'E' Rating bonus for staff who are at the top of the band.

Will there be selection panels formed to assess candidates for vacant positions?

Yes. However the ABC has flagged that the composition of the Selection Panel will be less prescriptive than in the current agreement.

Will the current Recruitment and Selection Guidelines change?

Yes they will. The ABC has undertaken to consult with staff on any changes to the guidelines, if the agreement is voted up. A draft version was provided to the unions in June, which may change further following a consultation process.

What does shortlisting mean in the new recruitment clause on internal candidates?

Shortlisting is a process where candidates are assessed as best meeting all the requirements of the selection criteria as defined in the position description.

Shortlisting is undertaken prior to a formal interview, and is often required when there is a large volume of candidates who look like they meet their criteria (on the basis of their written application). Some examples of shortlisting processes are:

- Customising a recruitment application form with a pertinent question and reviewing the responses;
- Conducting a phone interview to ask for further information;
- Reviewing examples of previous work which demonstrates the skills required;
- Giving people a scenario to work through to demonstrate their skills relevant to the role;
- Asking people to perform technical tests (if relevant);
- Planning for a few different stages in the interview process so the candidate meets a range of people on the selection panel.

Why are changes to whether someone is on a two or four week roster required?

Currently, rostered employees can have either a two week or a four week roster. The arrangement of hours for these rosters is determined by agreement between management and a defined group of employees or an individual employee. The proposed change is to provide greater flexibility so that where necessary we can move employees from a 2 week to a 4 week roster, or from a 4 week to a 2 week roster, based on operational needs. The requirement for the ABC to consider the need for employees to balance their work and family responsibilities as well as the ABC's 'duty of care' will remain in the EA.

This change does not mean that we will be changing roster cycles. Rather, if all employees in the one work area are not on the same cycle, local management may decide that it's more operationally sustainable to have all staff on the same roster cycle. To do this, managers will have to consult with the relevant staff, taking into consideration the factors mentioned earlier. We think there are situations where it is better to align rosters to operational requirements and have colleagues who work in the same area and perform similar jobs are working the same roster arrangements.

What does the Shut Down clause mean?

The proposed shut down clause facilitates staff taking leave during production breaks or other periods where there is little or no work to do such as the Christmas and New Year period. This is already happening in many areas by mutual agreement.

The clause is restricted to the Christmas and New Year period for a shorter duration and staff cannot be directed to take leave without pay or annual leave in advance. Exceptional circumstances will be considered and the maximum period of 10 days remains.

Page last updated 28 September 2016 | Author: [Administrator](#)

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ABC Enterprise Agreement 2016 - 2019

This document provides an overview of the proposed new *ABC Enterprise Agreement 2016-2019* (the **New Agreement**) and contains an explanation of the differences from the current *ABC Enterprise Agreement 2013-2016* (the **Old Agreement**).

The key substantive terms of the New Agreement and relevant changes are set out below in the order of clauses as they appear in the New Agreement.

Terms and Main Changes

Part A - Agreement Formalities

1. Coverage and Parties Bound (clause 4)

This clause has been updated to state that the Actors Stream of the *Australian Broadcasting Corporation Enterprise Award 2016*, which has replaced the *Actors Etc. ABC Radio & Television Award*, will not be covered by the New Agreement.

The proposed New Agreement will cover:

- all employees of the ABC, (except for employees covered by the relevant ABC Retail Agreement, employees covered by the Actors Stream of the Australian Broadcasting Corporation Enterprise Award 2016, the relevant ABC Actors Agreement and employees classified as Executives and Directors).
- the ABC; and
- the CPSU and MEAA (subject to them meeting the requirements to be a party under the *Fair Work Act 2009* (Cth) (**Fair Work Act**)).

2. Date and period of operation (clause 5)

The New Agreement will commence seven days after it is approved by the Fair Work Commission (**Commencement Date**), this is required under the Fair Work Act, the nominal expiry date will be 30 June 2019.

The effective date of the first pay rise will be the first full pay period after 1 July 2016. The date of payment for any increase in salaries or allowances (i.e. back pay) will be the payment date of the first full pay period following the Commencement Date.

3. Application of the New Agreement (clause 6)

This clause has been updated to reflect the relevant award which is the *Australian Broadcasting Corporation Enterprise Award 2016*.

References to the *ABC CPSU Award 2000*, the *ABC Journalists Award 2000* and the *ABC (CPSU and MEAA) Part Time Work Award 1994* have been removed because these Awards are no longer operative. Sub clause 6.1.3 expressly states that related ABC policies, procedures and guidelines do not form a term of the proposed New Agreement. Unlike the Old Agreement, the New Agreement no longer requires that ABC policies, procedures and guidelines be read in conjunction with the Agreement, but states that these documents "support" the New Agreement.

4. Leave Reserved (clause 8)

This clause remains the same as in the Old Agreement.

Part B - Purpose, Principles and Objectives

Part B of the New Agreement has been simplified and updated. Part B can be used to explain the parties' intention and to assist with interpreting other clauses in the New Agreement.

5. Purpose (clause 9)

This clause has been updated so that it refers to the "environment" rather than the "industries and markets" in which the ABC operates.

6. Principles (clause 10)

There is a new commitment in clause 10 to promote a reasonable workload for employees. Sub clause 10.1.3b states that the ABC is committed to the safety and well being of employees and Managers and employees will work together when employees raise concerns about their workload and associated issues.

Clause 10 of the New Agreement has been simplified and some aspirational statements from the Old Agreement have been removed because they do not provide rights or obligations for employees, the ABC or unions. These include the sub clauses in relation to:

- the commitment of the parties to work together to enable the ABC to fulfill its Charter and to realise its vision, strategies and objectives with maximum effectiveness and cost efficiency; and
- ensuring that the terms of this Agreement and related policies, procedures and guidelines are applied fairly and equitably.

The principles within the following sub clauses remain the same but have been simplified or re-worded:

- recognition of the role of union delegates (10.1.1);
- promoting an open working environment (10.1.3c);
- promoting job security (10.1.3d).

7. Objectives (clause 11)

In the New Agreement the Workforce Planning Objectives in sub clause 11.1.1 have been updated and simplified. The following clauses from the Old Agreement have been removed because they do not provide rights or obligations for employees, the ABC or unions:

- recognition of the need for the ABC to anticipate and plan for changes to its workforce. This clause is covered in legislation and Part M – Redundancy in the New Agreement;
- the parties commitment to discussing any anticipated or planned changes to the ABC workforce. This deletion has no real effect as the ABC is obliged to consult about a major change under the New Agreement at Part L Managing Change.

The Learning and Development Objectives in sub clause 11.1.2 of the New Agreement have been updated and simplified as follows:

- the ABC's commitment to support identified training needs remains, and no longer refers to identification through divisional training plans and individual development plans (11.1.2.a.v);

- and
- the “EEO objectives” have been updated to “Equity and Diversity objectives” because it was out of date (11.1.2.c) .

In the New Agreement the Mobility and Career Objectives the following sub clauses 11.1.3 have been simplified:

- encouraging mobility of employees within the ABC (11.1.3 i.); and
- supporting employees actively seeking opportunities to work in different areas of the ABC (11.1.3 ii.).

Clause 11 no longer refers to advertising or otherwise notifying employees about upcoming opportunities for transfer or reassignment to other work areas or programs. Advertising and Selection is referred to in Part D – Recruitment in the New Agreement which sets out the circumstances in which vacancies will be advertised.

Part C – Flexibility

There are no changes to this section of the New Agreement.

Part D – Recruitment

8. Advertising and Selection (clause 13)

Summary

Requirements for recruitment under the New Agreement have been streamlined when compared to the Old Agreement as follows:

- The New Agreement no longer needs to be read in conjunction with the Recruitment and Selection Guidelines;
- The Recruitment and Selection Guidelines no longer need to be agreed with the Unions;
- There is no longer a requirement for an expression of interest for Short Term Vacancies (6-12 months);
- The New Agreement no longer requires appointment to vacant positions in accordance with the Recruitment and Selection Guidelines;
- A new clause has been inserted regarding Internal Candidates (clause 13.5). Internal Candidates were previously included in the Recruitment Guidelines. This new clause provides that all internal applicants for a vacancy who meet all the selection criteria will be interviewed; or in circumstances where more than three internal applicants are assessed as meeting all the selection criteria there may be further short listing processes to identify the best candidate, which may include asking candidates to undertake a further task. After this process has been undertaken, a minimum of the three best internal applicants who meet the selection criteria will be interviewed.

The majority of Part D remains in the New Agreement. The Old Agreement provided that the ABC's Recruitment and Selection Guidelines (**Recruitment Guidelines**) do not form part of the Agreement. This remains the case in the New Agreement. However, the New Agreement does not require Part D to be read in conjunction with the Recruitment Guidelines. The Recruitment Guidelines will no longer be an agreed document with the Unions. This will give the ABC the ability to amend the Recruitment Guidelines during the life of the New Agreement without consulting with the Unions.

The sub-clause which previously set out the forms of recruitment advertising (sub clause 13.2.1 of the Old Agreement) has been removed - this means advertising can take any form.

The sub clause requiring all vacancies to be advertised (with some exceptions) remains the same as it was in the Old Agreement (sub clause 13.2.1).

In the New Agreement the requirement for an expression of interest for Short Term Vacancies (6-12 months) has been removed (sub clause 13.3.1 if the Old Agreement).

In relation to long term vacancies, the New Agreement provides that the Selection Panel will consist of more than one person (sub clause 13.4.2). The selection panel makes recommendations in relation to an appointment but does not have authority to appoint someone to a vacant position. This sub clause is similar to the sub clause about selection panels in the Old Agreement, but has removed the reference to the relevant delegate.

The New Agreement provides that the ABC's nominated delegate will make the decision regarding appointment to a vacant position which is a change from the Old Agreement which provided that the delegate would make the decision in accordance with the Recruitment and Selection Guidelines (sub clause 13.4.3).

A right of appeal against a selection decision will remain in the New Agreement in Part O – Settlement of Grievances and Disputes.

Part E – Employment Arrangements

There are no changes to this Part of the New Agreement – except in relation to casual loading and part time work (referred to below).

9. Casual employment (clause 14.6)

The casual loading has been increased to 25% in the New Agreement (from 20% under the Old Agreement).

The minimum casual payment will be four hours per call. However, some casuals engaged in particular circumstances, to present an on-air programme, may agree to a shorter minimum call of two hours.

10. Part time employment (Clause 15)

An additional clause has been included in the New Agreement which means that the ABC will not request or require part time employees to work overtime under sub clause 15.3.1 where the overtime would be unreasonable having regard to s.62(3) of the Fair Work Act.

In determining whether additional hours are reasonable the following must be taken into account:

- any risk to health and safety from working additional hours;
- the employee's personal circumstances, including family responsibilities,
- the needs of the workplace or enterprise in which the employee is employed;
- whether the employee is entitled to receive overtime payments, penalty rates or other compensation, or a level of remuneration that reflects an expectation of working additional hours.

This was previously part of an undertaking that the ABC made under s.190 of the Fair Work Act on 23 October 2013 (**Undertaking**) during the approval process for the Old Agreement. The commitments the ABC made as part of the Undertaking have therefore been in place since 23 October 2013.

The New Agreement includes another additional clause which was part of the Undertaking. This clause states that part time employees will accrue annual leave and personal/carer's leave on the basis of their ordinary hours of work and in accordance with the National Employment Standards (NES) (see clause 15.5.1 of the New Agreement).

Part F – Salaries, Classifications and Related Matters

11. Salaries (clause 17)

Clause 17.1 of the New Agreement includes the new wage increases, which will be backdated to the first full pay period after 1 July 2016. The wage increases are as follows:

	Effective from the first pay period on or after July 1 2016	From the first pay period on or after 1 July 2017	From the first pay period on or after 1 July 2018
Wages Increase	2%	2%	2%

The specific rates of pay for each band for both Schedule A and Schedule B employees are included in the New Agreement at the tables in Schedule A and B respectively.

12. Once Off Upfront Payment (clause 17.2)

As part of the overall wage deal, the ABC will pay all employees covered by the New Agreement a once off upfront cash payment of \$500 (the **Once Off Upfront Payment**).

The Once Off Upfront Payment:

- will be paid after the first full pay period following the Commencement Date of the New Agreement;
- will be less any applicable tax;
- stands alone and is not taken into account in the calculation of any other payments
- will be paid to all Eligible Employees, as follows:
 - (i) employees are eligible if they are employed by the ABC:
 - in the two week pay period prior to the Commencement Date of the New Agreement; and
 - in the four weeks immediately prior to the voting "Access Period"; and
 - (ii) employees on leave without pay are not eligible for the cash payment (unless they are on parental leave or personal/carers leave).

For part time employees, the Once Off Upfront Payment will be a pro rated by reference to the employee's current agreed weekly or cycle hours, up to a maximum of \$500.

For casual employees, the Once Off Upfront Payment will be calculated by reference to the employee's rostered hours worked in the four weeks immediately prior to the commencement of the "Access Period", up to a maximum of \$500.

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, the ABC may decide to increase the Once Off Upfront Payment, up to a maximum of \$500.

13. Classifications, Work Level Standards and Performance of Work (clause 18)

In the New Agreement Classifications and Work Level Standards remain the same as set out in the Old Agreement.

14. Salary Progression (clause 19)

The salary progression clause has been amended in the New Agreement so that progression from one band to a higher band will constitute promotion and may occur at any point in the year as a result of appointment to a higher position or the position being redesigned at a higher band.

This is a change from the Old Agreement which provided progression to a higher position as a result of appraisal of an employee's performance in accordance with Part G Performance Management. The effect of this is that an employee no longer needs to obtain a "P –Promote" rating which was only possible under the Old Agreement if this was reflected in an employee's Job Plan.

15. Higher Duties allowance (clause 20)

There are no changes to this Part of the New Agreement. Employees temporarily required to perform higher duties for more than five days will be paid an allowance at the higher band (including certain authorised leave during this period).

16. Exemptions - salary packaging and buyouts (clause 21)

This Part of the New Agreement has been amended to reflect the Undertaking described at paragraph 10 above. There is a new sub clause 21.1.6 which sets out matters which must be taken into account for the purposes of any salary packaging, annual buyouts of penalties, allowances and overtime and buyouts on short term distant assignments and special events.

The Rate 'a' figure has been increased by 2% in the New Agreement.

17. Supported Wages for employees with disabilities (clause 22)

There has been no change to the substance of this Part of the New Agreement.

Part G - Performance Management

18. Performance Management (clause 23)

There has been no change to the eligibility requirements for performance management.

Overview of the performance management process in the New Agreement

The process for performance management has been streamlined significantly in the New Agreement and includes:

- a performance cycle (generally a 12 month period – clause 23.2);
- an appraisal due date of 1 March each year, unless the ABC has determined that an alternative date should apply (clause 23.2.2);
- tracking and feedback against the employee's job plan (clause 23.3);
- an Appraisal Meeting (clause 23.4);

- an Appraisal Outcome (clause 23.5)
- evaluation of the employee's performance and a rating (clause 23.5.2);
- the rating is used to govern salary advancement where appropriate (clause 23.5.2).

Under the New Agreement the management of underperformance has been reduced from two processes to one. Where a problem with an employee's work performance is identified, the ABC can address this under clause 23.7 Managing Underperformance, which is described below.

The New Agreement includes sub clause 23.3.2 which refers to the employee's Job Plan which will provide a clear description of the employee's performance requirements and learning and development plan for the forthcoming cycle.

The Appraisal and Planning Meeting clause has been condensed in the New Agreement. Under the New Agreement there is a requirement for an employee's performance and development to be formally reviewed (clause 23.4).

The ABC will continue to use a rating scale for performance appraisals (clause 23.5.2) and this remains in the New Agreement. The rating of "UP –Underperforming" has been replaced with "GNM- Goals Not Met" in the New Agreement. The descriptor for "GNM" is that "Performance does not meet some requirements from within the current band". Under the New Agreement the underperformance process must have commenced for an employee to receive a "U – Unsatisfactory" rating in their performance appraisal.

In the New Agreement, the ABC will no longer require an employee to work for a year at a higher band before being promoted. Under the New Agreement it is possible to be promoted without this being reflected in an employee's Job Plan. Promotion may occur at any point in the year as a result of appointment to a higher position or the position being designed in accordance with clause 19 of the New Agreement, which is explained above.

The link between performance rating and salary outcome remains in the New Agreement. Subject to the relevant rating under sub clause 23.5.2 of the New Agreement, employees who receive an "M-Meets" or "E-Exceeds" will receive a salary increase in addition to the guaranteed percentage wage rises referred to in clause 17 of the New Agreement. There is no salary increase payable to employees who receive a "U-Unsatisfactory". No salary increase will be payable to employees who receive an "GNM – Goals Not Met". Those employees who receive a "GNM" are in Bands 1-6 and are not at the top of their band, may be on or around 3 months after their appraisal eligible to be advanced one salary point if they meet all requirements. They will have a review conducted by their Manager on or around three months after the Appraisal Due date. If, at that time meeting, the employee meets the requirements of their Job Plan and the Work Level Standards, they will be advanced one salary point within their current band (clause 23.5.6).

Performance Bonus

There is a new sub clause in the New Agreement in relation to employees in Bands 1-8 who are at the top of their band (23.5.3 e). At the time of Appraisal, these employees who receive an "E-Exceeds" rating will receive a bonus which is equivalent to 2% of their base rate.

Managing Underperformance

The process for Managing Underperformance in the New Agreement has been simplified and is now set out in clause 23.7 of the New Agreement. The new process reflects what was previously in sub clause 23.5 of the Old Agreement, and sets out the same steps for when a problem with an employee's performance is identified and the manager determines that a formal process needs to be applied. Performance standards must be set fairly and be consistent with the Work Level Standards.

Rather than the ABC and employees having to move through two performance improvement processes (in clause 23.5 and clause 24 of the Old Agreement), the New Agreement contains one process for managing underperformance.

The clause in relation to Unsatisfactory Performance in the Old Agreement (clause 24) has been deleted, including the sub clauses about the performance improvement plan.

There is a new clause 23.8 –Assessment at Review Date. Under this clause, if the ABC determines that the employee's performance has improved to a satisfactory standard, appropriate recognition will be provided and the process will be closed. If the ABC determines that appropriate progress has not been made, the ABC may decide to transfer the employee to another work function or follow the steps in clause 23.9 –Failure to remedy performance.

The process for failure to remedy performance is at clause 23.9 of the New Agreement and has been updated, and there are no substantive changes to this process.

Part H - Hours of Work, Penalties and Overtime

The New Agreement includes a small change in the General Overtime Conditions. Clause 24.3 has been amended to include the Undertaking described at paragraph 10 above, the ABC will not request or require an employee to work overtime under this clause where overtime would be unreasonable.

The Hours of Work for all rostered employees have been amended in the New Agreement (clause 26.2 and clause 27.2) to remove the requirement for agreement between the ABC and a defined group of employees or individual employee when determining the arrangement of hours (i.e.: two or four week rosters). In the New Agreement Arrangements of Hours will be determined by the ABC having regard to:

- Operational requirements;
- The need for employees to balance their work and family responsibilities; and
- The ABC's duty of care and other obligations arising from WHS and EEO legislation.

There are new clauses 26.6 and 27.6 which include an obligation for the ABC to consult with employees about a change to their regular roster or ordinary hours of work. The ABC is required to:

- provide information to the affected employees about the change;
- invite affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- consider any views that are given by employees.

In relation to daily ordinary hours, sub clause 26.2.2 has an additional sentence which provides that daily ordinary hours may be as little as four for any employee who agrees to a shorter shift under an individual flexibility agreement.

Part I – Allowances and Miscellaneous Payments

There are no changes to this Part I of the New Agreement and all allowances and miscellaneous

payments referred to in this Part of the New Agreement will remain at the current rates.

Part J – Leave and Public Holidays

19. Annual close down (clause 37.3.2)

The New Agreement contains a new clause in relation to an annual close down. Under this clause, in order to meet the operational needs of the business during periods of low activity and/or downtime, the ABC may direct an employee to take a period of annual leave or paid time off in lieu between 15 December and 15 January. The ABC will notify an employee of the requirement to take annual leave or paid time off in lieu no later than one month in advance of the commencement of the Annual Close Down.

If an employee does not have sufficient accrued annual leave or paid time off in lieu to cover the period of the Annual Close Down, the employee may elect to take one of the following types of leave for the balance of the Annual Close Down period:

- a. annual leave in advance;
- b. long service leave; or
- c. leave without pay.

However, the ABC will not direct an employee to take one of these alternate forms of leave during the Annual Close Down period.

The amount of leave that the ABC can require an employee to take during the Annual Close Down is a minimum of 3 days and a maximum of 10 days.

20. Other conditions - public holidays (clause 39.6)

The New Agreement clarifies the interaction between the New Agreement and the Fair Work Act as previously set out in the Undertaking referred to in paragraph 10 above. A new section has been inserted into the New Agreement that the ABC will pay the employee the base rate of pay if the employee is absent from work on the relevant public holiday

21. Personal/Carers Leave (clause 40)

This clause now covers what was previously set out in the Undertaking attached to the Old Agreement described at paragraph 10 above.

The New Agreement clarifies the interaction between personal leave accrued under the NES (10 days per annum for full time employees or pro rata for part time employees) (**NES Personal Leave**) and personal leave over and above the NES (an additional 8 days per annum for full time employees or pro rata for part time employees) (**Additional Personal Leave**). If an employee is absent due to personal illness, their Additional Personal Leave balance will be debited first.

22. Family Violence Leave (Clause 41.1.6)

This is a new clause in the New Agreement and provides for up to 7 days' paid leave per calendar year for employees affected by family violence.

"Family violence" is abusive and/or violent behaviour used by one person to control and dominate another person or persons within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse by a family or household member.

An employee (excluding casual employees) will have access to paid leave for medical appointments, legal proceedings, seeking counselling and other activities related to family violence, which will be in addition to existing entitlements and may be taken as consecutive or single days, or as a portion of a day. Casual employees are entitled to time off work without pay in the same circumstances.

If required by the ABC the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose set out in this clause.

23. Parental Leave (clause 43)

Paid maternity leave has been increased by two weeks under the New Agreement, so that there will be a total of 16 paid weeks' maternity leave for eligible employees - that is, female employees who have 12 months' service at the time their child is born (clause 43 reflects this).

Paid supporting partner leave has also been increased by two weeks under the New Agreement, so that there will be a total of four paid weeks' supporting partner leave for the purpose of caring for a child, subject to operational requirements (clause 43.5).

Superannuation for Unpaid Maternity Leave

The New Agreement includes new sub clauses regarding superannuation and unpaid maternity leave for eligible female employees (sub clause 43.3.1 and 43.3.2). The ABC will contribute to the employee's nominated superannuation fund, for the period of unpaid maternity leave, an amount calculated at the same rate as the employees contributions. Employees are eligible if they are entitled to paid maternity leave under the MCLE Act, the employee's nominated superannuation fund rules allow the ABC to make these contributions during a period of unpaid maternity leave, the period of unpaid maternity leave is equal to the period allowed under the NES, and the employee is not otherwise entitled to receive superannuation contributions in respect of the period of unpaid leave under their superannuation fund arrangements.

24. Leave Without Pay (clause 45)

This clause has been amended in the New Agreement to clarify that unless otherwise approved or required by the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth) leave without pay will not count as service for any purpose.

Part K – Travel and Overseas Postings

There are no changes in the New Agreement to the General Travel Conditions which are that travel conditions will be applied in accordance with the ABC guidelines on employee travel.

25. Domestic Travelling Allowance (clause 48)

There are no changes in the New Agreement to the Domestic Travelling Allowance.

26. Overseas Travel Allowance (clause 49)

There are no changes in the New Agreement to the Overseas Travel Allowance.

27. Travel By Air (Clause 50)

There has been no change to this part of the New Agreement.

Part L - Managing Change (clause 53)

The existing consultation clause has been retained and continues to reflect the provisions of the model clauses of the Fair Work Act.

Part M – Redundancy (clause 54)

There are no changes to this Part of the New Agreement.

Part N - Misconduct, Incapacity and Separation (clauses 55, 56 and 57)

Except as identified below, there are no substantive changes to this Part of the New Agreement.

The following clauses have been inserted to represent issues previously set out in the Undertaking attached to the Old Agreement:

- A new clause 55.3 has been inserted into the Suspension clause which says that the ABC will only suspend an employee without pay if the employee agrees;
- A new clause 55.4.3 has been inserted into the Suspension clause. This restricts the ABC from withholding an employee's salary for part of or all of the period of suspension in the case of serious misconduct absent the employee's agreement;
- A new sub clause 56.1.3 has been inserted into the Case Management clause in which 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 56 to the extent of any inconsistencies with the SRC Act.

There has been a change to sub clause 58.1.2 in the New Agreement regarding resignation or retirement. Under the Old Agreement if an employee failed to give the required period of notice of resignation or retirement in full or in part the ABC may withhold monies due to the employee equal to the shortfall in the notice period. The Undertaking attached to the Old Agreement said that the ABC will only withhold such monies if a deduction is permitted under section 324 of the Fair Work Act which sets out when an employer may make a deduction from an amount payable to an employee. In the New Agreement this clause has been amended so that the employee can specifically authorise the ABC to deduct from monies due an amount equal to the gross ordinary rate of pay for the notice not worked or not given. Any outstanding balance becomes a debt due to the ABC. Where an employee declines to authorise such a deduction the remaining amount outstanding for the notice not worked becomes a debt due to the ABC.

Part O Settlement of Grievances and Disputes

The ABC has largely retained the existing dispute resolution procedures, consistent with the model dispute resolution clause in the Fair Work Act. The New Agreement has changes in relation to the Right of Appeal Against a Selection Decision and Reconsideration and Appeal Against an Appraisal Decision as set out below.

The focus of the dispute clause is to promote the timely resolution of grievances at the workplace level, whilst retaining a right to refer a dispute to the Fair Work Commission where the matter cannot be resolved at the workplace level.

By way of a general summary:

- where an employee notifies the ABC of a dispute under Part O, while the parties try to resolve the matter the employee must continue to perform their work as they would normally, unless there is a reasonable concern about an imminent risk to health and safety;
- where a dispute is referred to the Fair Work Commission, the relevant member(s) of the

Fair Work Commission will firstly attempt to resolve the dispute as they consider appropriate, which may include mediation, conciliation, expressing an opinion or making a recommendation;

- If the Fair Work Commission is unable to resolve the dispute, it may then arbitrate the dispute and make a determination that is binding on the parties.

28. Disputes about Selection Decisions (clause 60.2.3)

The substance of this clause remains the same as it was in the Old Agreement in that an applicant for a vacancy which has been the subject of a Selection Panel Assessment may apply to the Fair Work Commission for it to deal with a dispute about alleged non observance of due process, unlawful discrimination or patronage/ favoritism by a Selection Panel. This clause now refers to a Selection Panel rather than a Selection Committee.

The only change to this clause is sub clause 60.3.6 of the New Agreement. This is a new sub clause that says if the appellant does not appoint to the Selection Committee Assessment Panel a nominee from outside their work area within 14 days, then the ABC may appoint a person from outside their work area. Under the Old Agreement there was no timeframe for the appellant to appoint their nominee from outside their work area.

29. Reconsideration and Appeal Against and Appraisal Decision (clause 60.4)

The process for appealing an appraisal decision has been simplified and streamlined. Under sub clause 60.4.2 of the New Agreement, if an employee disagrees with an Appraisal Decision in the first instance they should raise it with their Manager. This replaces the process in the Old Agreement where an employee who disagreed with an Appraisal Decision referred the matter to the delegate for reconsideration within 14 days, stating their reasons and the delegate reconsidering the matter and advising the employee within 7 days.

Under the new process in sub clause 60.4 of the New Agreement, if the employee's discussions with their Manager/ Supervisor do not resolve the Appraisal Concerns, the employee may within 14 days of the Appraisal Outcome write to ABC People to seek reconsideration of the original decision or rating. ABC People will consider relevant information and make a recommendation to the Director of the relevant Division or their delegate as to whether the original decision should be upheld or changed. The Director or their delegate will advise the employee of the ABC People recommendation within 30 days of their receipt of the recommendation by ABC People.

The Director or their delegate will either reject or accept the ABC People Recommendation within 30 days and advise the employee of their decision. If ABC People recommend that the original decision should be changed and the Director or delegate rejects the recommendation from ABC People they will provide the employee with a written statement outlining their reasons for rejecting the recommendation within 30 days of their receipt of the recommendation from ABC People.

The New Agreement removes the requirement under the Old Agreement for an Appeal Panel. The New Agreement contains a provision where an employee who is dissatisfied with the Director's or delegates decision may refer the decision to the Fair Work Commission for a binding recommendation. This referral to the Fair Work Commission for a binding recommendation was also contained in the Old Agreement and the matters that the employee must establish under this clause have not substantively changed in the New Agreement.

If you have any queries or require any further information about the New Agreement please email myEA@abc.net.au

Juliana Walsh

From: Rebekah Donaldson
Sent: Tuesday, 25 October 2016 9:19 AM
To: My EA
Subject: VOTE myEA - Today is your last chance to vote



Today is the last day you can vote for your new Agreement. Voting will close at 11:59pm tonight, so if you haven't voted yet, make sure your vote counts.

39% of staff still to vote

The last count from CorpVote indicated that 61% of staff had voted. So for the 39% who are yet to vote, make sure you don't miss out.

We need more than 50% of staff who vote, to vote YES for the new Agreement, so we can lodge it with Fair Work for approval. If you vote YES, you're voting for:

- your 2% pay rise each year for three years and back pay to July
- a one-off \$500 lump sum payment
- the new 2% E rating for staff who are at the top of the band

If more than 50% of staff who vote, vote NO, nothing will happen. A NO vote means you're voting to remain under the terms and conditions of the existing Agreement with no change to pay and entitlements. As we've said before, it's likely that there will be some time before negotiations resume and we would be starting from scratch.

Either way, we want you to be able to have your say and vote.

Voting is easy and will only take you a minute

If you are eligible to vote, you should have received your instructions and access details for your vote from CorpVote. You can vote via the **internet** or by **phone**.



Vote by Internet

Go to <http://www.netvote.com.au/447>



Vote by Phone

Call 1300 830 747 and follow the prompts

If you have not received any correspondence from CorpVote, but believe that you are eligible to vote, please contact CorpVote Support on 1300 147 797 or email support@corpvote.com.au.

Communicating the result

We hope to let you know of the result as soon as CorpVote have completed their audit of the vote and have declared an official result.

We expect this will be sometime tomorrow, so watch this space.

Regards,

Rebekah Donaldson
A/Director, ABC People



Kate Gatti

From: Rebekah Donaldson
Sent: Wednesday, 26 October 2016 10:10 AM
To: My EA
Subject: VOTE myEA - it's a YES!

VOTE | myEA



The ballot is over, the votes have been counted and we have an outstanding result.

The official results

- 2,370 voted YES (71%)
- 973 voted NO (29%)

Apart from the result, which strongly endorses the new deal including an initial 2% pay rise backdated to July, the most impressive outcome was how many staff took the time to get involved and vote.

Overall, 68% (3,343) of staff voted which is the highest voter participation rate we've ever had at the ABC, 21% more than the vote for the 2013-16 Enterprise Agreement.

We knew going to a vote without the support of both unions was not without its challenges, though this result confirms going to you was absolutely the right thing to do.

Thank you to everyone who participated in the vote and delivered this result.

Next steps

From here, the new Agreement will be lodged with the Fair Work Commission. The Fair Work approval process may take some time, however as soon as the new Agreement is approved, we will keep you updated as this progresses. The new Agreement will then take effect 7 days after Fair Work issues its approval.

There are a number of commitments we can start planning for, including the Staff Discussion Forums. It means we can continue the conversation with you around important things like performance management and recruitment. We also understand that many staff, including those who voted NO, will have questions and concerns about some aspects of the new Agreement, and we are committed to continuing to discuss those issues with you directly.

Questions

If you have any questions, you can speak to your [Divisional EA Representative](#), your [ABC People Business Partners & HR Teams](#) or your manager. And, as always you can email a question to myEA@abc.net.au.

Regards,

Rebekah Donaldson
A/Director, ABC People



Kate Gatti

From: Michelle Guthrie
Sent: Wednesday, 2 November 2016 10:15 AM
To: Michelle Guthrie
Subject: Note from the ABC Executive on our new enterprise agreement

Dear colleagues,

It won't have escaped the notice of many of you that our recently agreed wage offer has made the headlines. There is criticism that we have been too generous and breached the Government's policy on public sector enterprise bargaining.

We want to take this opportunity to make it absolutely clear that ABC management stands by the agreement reached. That shouldn't be surprising. Our position is the same as it was when negotiations began many months ago. We didn't set out to be generous or harsh; we set out to be fair.

Our offer recognised the enormous contribution all of you make at the ABC. On top of that, we provided increased leave and other benefits in areas where it made sense to do so, and we offered back pay because it didn't seem fair for you to pay the penalty when the good faith bargaining with unions took so long.

In return, we asked for things from you. Some changes to rosters, to leave arrangements and to minimum shifts, and more flexibility in the way we handle recruitment and performance management. Changes that make sense, delivering a fair deal for everyone. That is the essence of bargaining.

In the end, and despite our best efforts, we couldn't get the unions to endorse the new agreement. They didn't support it and sought protected industrial action to pursue their demands. But we were convinced that it was a sensible and fair offer. For the first time in memory, we bypassed the unions and took the offer directly to you. In a record turnout and by an overwhelming margin, you voted in favour.

Much of the media focus has been on compliance with the government's bargaining policy. The Board's view on this matter is very clear: it is solely responsible for staff pay and conditions. The ABC is independent from government and our legislation enshrines this. There is a requirement that the Board pay regard to government policy and this has been observed. The Board and executive team had consideration of the bargaining policy throughout the negotiations and, at all times, were mindful of our responsibility to deliver an efficient, effective and independent national broadcaster.

A copy of the Chairman's letter to the Public Service Commissioner on this matter can be found on our website.
<http://about.abc.net.au/statements/letter-from-abc-chairman-to-the-australian-public-service-commission/>

We want to reiterate that the agreement is in the best interests of the ABC and its people and to thank you for your engagement and commitment.

Regards,
ABC Executive team
<http://about.abc.net.au/who-we-are/the-abc-executive/>

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Media C 

Letter from ABC Chairman to the Australian Public Service Commissioner

Posted 2nd November 2016

Share

The Hon. John Lloyd PSM
Australian Public Service Commissioner

Dear Mr Lloyd

I refer to your public statement of 27 October 2016 asserting that the ABC is subject to the 2015 Commonwealth Workplace Bargaining Policy. No lawful basis for this assertion has ever been identified in any relevant communication from the Commonwealth Government to the ABC. It is the firm belief of the ABC Board that there is no lawful requirement to comply in this regard.

Section 78 (6) of the ABC Act is quite explicit:

“Except as provided by this section, or as expressly provided by a provision of another Act, the Corporation is not subject to direction by or on behalf of the Government of the Commonwealth.”

There is one such provision in section 8(2) of the ABC Act. There is no *express* provision in the Public Service Act.

This statutory constraint on the Executive power to interfere with the independence of the ABC is reinforced by section 78 (7), which expressly exempts the ABC from the provisions of the Public Governance, Performance and Accountability Act, 2013 (PGPA Act) which permit the Government to require agencies to act in accordance with its policies. This provision, enacted by the Coalition Government, continues the statutory recognition of the ABC's independence from Government direction under longstanding predecessor legislation.

As you are aware, the ABC accepts that we have been advised of the Government policy reflected in the Workplace Bargaining Policy and, in accordance with section 8(2) of our Act, that we are obliged to give "consideration ... to that policy". The ABC has given such consideration.

At all times in its bargaining on a new Enterprise Agreement, the ABC has sought an outcome that is fair and reasonable for staff while consistent with the Board's responsibilities to deliver an efficient, effective and independent national broadcaster.

The ABC's determination to remove rigidities from the EA, consistent with the overall objective of Government policy, has been resisted by unions party to the agreement. After 26 weeks of fruitless negotiations and the threat of industrial action, the ABC bypassed the unions and put the offer directly to staff. The vote was an overwhelming endorsement of the deal and ABC strategy.

In a letter of 7 September 2016 addressed to the Managing Director of the ABC, Senator the Hon Michaelia Cash stated that the ABC "is required to comply" with the Policy. I replied on 7 October 2016 explaining why the ABC rejects that contention. In a further letter from Senator Cash and Senator the Hon. Mitch Fifield of 14 October 2016, the two Ministers referred to "the Government's expectation that the ABC would comply with the terms of the Policy". There was no assertion in this letter that the ABC was required to comply. I replied to the second letter on 26 October 2016. On each occasion I affirmed that the ABC had acted in accordance with its obligations under section 8(2) of our Act.

I note that in your statement you compared the ABC with SBS in terms of compliance with the Bargaining Policy. This is irrelevant. Under section 11 of the SBS Act, that organisation is subject to government policy direction, except with respect to content and scheduling of programmes. There is no equivalent of section 78(6) of the ABC Act. There is also no exemption for SBS from the power to direct compliance with policies under the PGPA Act. The statutory independence of the ABC cannot be compared with the position of SBS.

Your assertion of authority to control the internal staffing policies of the ABC, potentially in any aspect of the wide-ranging powers conferred on you by the Public Service Act, is a fundamental challenge to the independence of the ABC from Government interference.

Yours faithfully

James Spigelman
Chairman, ABC Board

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Juliana Walsh

From: My EA
Sent: Monday, 7 November 2016 4:26 PM
To: My EA
Subject: MyEA Update - ABC lodges Agreement with the Fair Work Commission



Following the successful vote on the Enterprise Agreement, we wanted to let you know that we have now lodged the Agreement with the Fair Work Commission for approval.

Based on past ABC Enterprise Agreements we know this process can take some time. In the meantime, your existing terms and conditions under the existing *ABC Enterprise Agreement 2013 – 2016* remain in place. Once approved, the Agreement will become operational 7 days after it is approved by the Fair Work Commission.

We will continue to keep you updated as this progresses.

Questions

If you have any questions, you can speak to your [Divisional EA Representative](#), your [ABC People Business Partners & HR Teams](#) or your manager. And, as always you can email a question to myEA@abc.net.au.

