

Kate Gatti

From: Rebekah Donaldson
Sent: Monday, 10 October 2016 7:47 PM
To: My EA
Subject: VOTE myEA - Reminder voting starts tomorrow



From tomorrow you'll be able to vote on your new Enterprise Agreement.

After midnight, eligible Red Book staff will receive an email with access details from our independent voting company, CORPVOTE.

Voting will remain open until **Tuesday 25th October**, so make sure your vote counts.

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

Also, just a quick point of clarification to section 23 of the [Information Paper](#). Under the new Enterprise Agreement, paid maternity leave will increase by 2 weeks (compared to the current EA) which means paid maternity leave under the new Enterprise Agreement is 4 weeks more than the Maternity Leave Act. So eligible employees will be entitled to a total of **16 weeks** maternity leave, comprised of:

- a. up to 12 weeks paid leave in accordance with the Maternity Leave Act; and
- b. an additional 4 weeks paid leave, also on conditions as set out in the Maternity Leave Act.

For more information head to the [VOTE myEA intranet page](#). Here you can access to the important documents for you to make your decision ahead of the vote. There are also a range of FAQs and other contact points mentioned on the intranet page if you have any other queries.

Regards,

Rebekah Donaldson
A/Director, ABC People



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

Kate Gatti

From: Rebekah Donaldson
Sent: Tuesday, 11 October 2016 1:14 PM
To: My EA
Subject: VOTE myEA - Vote today



Voting is now open on your new Enterprise Agreement.

The vote will remain open until **Tuesday 25th October**, so make sure your vote counts.

How to vote

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



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

Know the Offer

We need more than 50% of staff to vote 'Yes' for you to receive:

- 2% pay rise each year for three years, plus back pay to July
- A one-off \$500 lump sum payment once the new agreement is approved
- 2% 'E' rating bonus for staff at the top of the band
- Casual loading increase to 25% (from 20%)
- Increase to leave entitlements:
 - Introduction of Family/Domestic Violence Leave 7 days
 - Maternity leave increased to 16 weeks (an extra 2 weeks)
 - Spouse/Supporting Partner leave increased to 4 weeks (an extra 2 weeks)

You can still check out all the detail of the [New Enterprise Agreement Agreement](#), the [Information Paper](#) and other supporting documents on the [myEA Intranet](#).



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



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