

# ABC Employment Agreement 2006 – 2009



**ABC**  
Australian  
Broadcasting  
Corporation

**Endorsed by ABC, CPSU and MEAA**

**4 December 2006**

## **Part A Agreement Formalities**

### **1. Title**

This Agreement will be known as the ABC Employment Agreement 2006 - 2009.

### **2. Arrangement**

This Agreement is arranged as follows:

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**3. Coverage and Parties Bound**

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- 3.1.1 This Agreement is made between the Australian Broadcasting Corporation (ABC), the Community and Public Sector Union (CPSU) and the Media Entertainment and Arts Alliance (MEAA) pursuant to Section 328 of the Workplace Relations Act 1996.
- 3.1.2 This Agreement shall be binding upon:
- (a) the ABC;
  - (b) the CPSU;
  - (c) the MEAA; and
  - (d) all ABC employees except:
    - (i) employees covered by the relevant ABC Retail Agreement;
    - (ii) employees covered by the relevant Actors Etc. ABC Radio & Television Agreement; and
    - (iii) employees classified as Executives.

**4. Date and Period of Operation**

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- 4.1.1 This Agreement will come into effect on the date of lodgement with the Office of the Employment Advocate and will continue in operation until 31 March 2009.

**5. Variation**

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This Agreement may be varied in accordance with the provisions of the *Workplace Relations Act 1996*.

**6. No Extra Claims**

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Except where consistent with the terms of this Agreement, there will be no extra claims during the life of this Agreement.

**7. Application of Certified Agreement**

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- 7.1.1 This Agreement rescinds and replaces the ABC Employment Agreement 2003 - 2006, but no right, obligation or liability accrued or incurred under that agreement shall be affected hereby.
- 7.1.2 While this Agreement operates in relation to an employee, the following awards and any award/s replacing them will have no effect in respect of that employee:
- (a) ABC-CPSU Award 2000;
  - (b) ABC Journalists and Reporters Award 2000;
  - (c) ABC (CPSU and MEAA) Part Time Work Award 1994.
- 7.1.3 This Agreement prevails over any inconsistent provision contained in the Australian Broadcasting Corporation Act 1983 and the regulations, instructions, staff rules, service rules, or general orders made under that Act.
- 7.1.4 This Agreement must be read in conjunction with ABC policies, procedures, codes and guidelines as advised and amended from time to time. In the event of inconsistency, the Agreement will prevail.

## **Part B Purpose and Principles**

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### **8. Purpose of Agreement**

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- 8.1.1 The purpose of this Agreement is twofold:
- (a) To provide terms and conditions of employment that are responsive to the ABC's needs, the needs and aspirations of its employees, and the industries and markets in which the ABC operates.
  - (b) As far as practicable, to be a comprehensive source document for terms and conditions of employment for ABC employees covered by this Agreement.

### **9. Principles**

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- 9.1.1 The parties are committed to working together to enable the ABC to fulfil its Charter and to realise its vision, strategies and objectives with maximum effectiveness and cost efficiency. This Agreement helps give effect to this commitment by:
- (a) supporting a mobile, multi-skilled workforce through broadbanded (including cross-media) classification structures that preclude unnecessary demarcations;
  - (b) enabling jobs to be designed at the local level to encourage an appropriate blend of multi-skilled and specialist employees and to provide for the smooth introduction of new technology;
  - (c) linking individual remuneration and advancement to performance, skills and the value of work performed;
  - (d) providing flexibility in workplace arrangements, including hours, penalties, overtime and leave.
  - (e) maintaining employee entitlements in a single, easily comprehensible document.
- 9.1.2 The parties are committed to ensuring that the terms of this Agreement and related policies, procedures, codes and guidelines are applied fairly and equitably and give effect to the following principles:
- (a) maintenance of corporate-wide relativities that recognise areas of specialist and overlapping skills on the basis of equal pay for work of equal value;
  - (b) encouragement of a whole of life balance between work and private responsibilities;
  - (c) achievement of a safe and healthy work environment.

Provided that where the needs of specific work areas or the exigencies of the market place prevent the achievement of (a), pay differentials will be expressed in the form of a market loading.

- 9.1.3 The parties are committed to promoting an open working environment based on direct feedback between managers and employees, joint problem solving and effective communication throughout the organisation.
- 9.1.4 The parties are committed to promoting job security, employability and career development for employees. The structures, conditions and undertakings contained in this Agreement provide opportunities for employees to work in different media and in different areas of the organisation. They also facilitate access to new learning, new ideas and new technology.
- 9.1.5 The parties are committed to achieving honesty, transparency and accountability in all aspects of the ABC's activities.

## **Part C Recruitment and Workforce Planning**

### **10. Advertising and Selection**

#### **10.1 Merit Selection**

- 10.1.1 Selection for vacancies will be based on merit. Relevant considerations for merit selection include: demonstrated performance, abilities, skills, knowledge, qualifications, experience, personal qualities, and potential as they relate to the vacancy.
- 10.1.2 Merit selection means selecting the best person for the vacancy having regard to the inherent requirements of the job without patronage or favouritism, or discrimination on the grounds of race, colour, national or ethnic origin, religion, political affiliation, sex, sexual orientation, marital status, pregnancy, carer's responsibilities, age, disability, or irrelevant medical or criminal record.
- 10.1.3 Nothing shall be read in this clause to prevent the ABC from:
- (a) applying affirmative action in accordance with the ABC Equity & Diversity Management Plan;
  - (b) promoting employee development;
  - (c) endeavouring to minimise redundancies through the transfer or redeployment of excess or potentially excess employees;
  - (d) placing employees on return from a temporary assignment or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held; or
  - (e) establishing recruitment pools for generic or frequently advertised roles, comprised of suitable internal and external candidates eligible for appointment when a vacancy arises.
- 10.1.4 In the circumstances set out in 10.1.3, merit selection within relevant designated groups, or demonstration that the employee is able to satisfactorily perform the job with reasonable adjustment, will remain the underlying principle.

#### **10.2 Advertising**

- 10.2.1 Advertising can take one or more of the following forms:
- (a) Internally through the Official Bulletin or an 'Expression of Interest'; or
  - (b) Externally through the media, or sourcing through recruitment agencies, professional associations, universities or career expos, simultaneously with an internal advertisement.
- 10.2.2 Subject to 10.2.3, all ongoing vacancies will be advertised in the Official Bulletin.
- 10.2.3 All vacancies will be advertised, except where:
- (a) the vacancy is expected to be for 6 months or less duration;
  - (b) the vacancy relates to a key program or project requiring the skills and attributes of a particular person, which may involve canvassing potential candidates on a discreet basis;
  - (c) the vacancy is to be filled by transfer or redeployment.;
  - (d) the vacancy is to be filled by the appointment of an employee on return from a temporary assignment or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held; or
  - (e) a selection process conducted recently (ie. within the last three months) for a similar or generic role has already identified a suitable candidate.

**10.3 Selection for Short Term Vacancies**

- 10.3.1 Where a vacancy is expected to be greater than 6 months but not more than 12 months duration:
- (a) 'expressions of interest' will be called and assessed by the relevant manager; and
  - (b) the manager will document the selection, which will be based on merit in accordance with 10.1, as well as having regard to operational requirements.

**10.4 Selection for Long Term Vacancies**

- 10.4.1 A Selection Committee will be convened to assess applications received for all advertised vacancies greater than 12 months, except where:
- (a) the vacancy relates to a key program or project requiring the skills and attributes of a particular person, which may involve canvassing potential candidates on a discreet basis;
  - (b) the vacancy is to be filled by transfer or redeployment;
  - (c) the vacancy is to be filled by the appointment of an employee on return from a temporary transfer or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held; or
  - (d) a selection process conducted recently (ie. within the last three months) for a similar or generic role has already identified a suitable candidate.
- 10.4.2 The Selection Committee will comprise at least three persons, one of whom will be nominated as the 'Convenor' and one who will be an employee representative selected in accordance with the agreed guidelines pursuant to 10.4.5. At least one member of the committee will have been trained in, or have experience with, the ABC selection process.
- 10.4.3 Subject to 10.1, the Committee will have regard only to merit in its selection recommendation, and will apply due process.
- 10.4.4 The Committee will interview all internal applicants except where, in the Committee's unanimous opinion based on the applicant's application, an applicant does not meet the essential criteria of the position.
- 10.4.5 Consistent with these principles, advertising and selection will be carried out in accordance with the ABC's Recruitment Guidelines.

**10.5 Delegate's Approval**

- 10.5.1 The appointment of a person selected to a vacant position shall be approved by a person authorised by the ABC (the 'delegate') on the recommendation of a selection committee or, where there is no requirement to convene a selection committee, the relevant manager. No commitment to an offer of employment or promotion can be made, or is valid, before the delegate's approval is given.
- 10.5.2 The date of effect of the appointment will be the date on which the person takes up the role.

**10.6 Power of the Delegate**

- 10.6.1 The delegate, in relation to the recommendation of the Selection Committee, may:
- (a) approve the Committee's unanimous or majority recommendation;
  - (b) direct the Committee to review its recommendation with respect to certain points; or
  - (c) reject the Committee's recommendation in its entirety and reconvene a new selection committee provided the vacancy still exists.
- 10.6.2 Where the delegate directs the panel to review its recommendation or rejects the panel recommendation, the delegate will provide written reasons for the decision.

**10.7 Advice to Applicants**

All internal applicants (ie. existing employees) will be advised of the outcome of the selection. Upon request, any unsuccessful internal applicant will be provided with reasons for the decision in relation to their application.

**10.8 Right of Appeal Against a Selection Decision**

- 10.8.1 An ABC employee, who is an applicant for a vacancy which has been the subject of a selection committee assessment, may apply to the AIRC to have a dispute resolution process conducted in accordance with the terms of Part 13, Division 5 of the Workplace Relations Act 1996, against a selection decision where that decision is based on any alleged:
- (a) Non-observance of due process;
  - (b) Unlawful discrimination;
  - (c) Patronage or favouritism by a Selection Committee.
- 10.8.2 An application by an ABC employee must be in the form prescribed by the Workplace Relations Regulations Act 1996, and must otherwise meet the requirements of s709(2)(b)-(d).
- 10.8.3 The application must be lodged within 7 days after the date of notification to an employee that he/she has been unsuccessful in his/her application for the position in question.
- 10.8.4 There is no right of appeal against:
- (a) a decision based on merit;
  - (b) a selection decision to a position involving a joint venture;
  - (c) a decision involving an external appointment; or
  - (d) where the vacancy duration is 12 months or less.
- 10.8.5 On receipt of an application for a dispute resolution process under this clause, the AIRC will establish a Selection Committee Assessment Panel. The Panel will be comprised of three people:
- (a) an independent chairperson nominated by the AIRC;
  - (b) a person nominated by the ABC; and
  - (c) the appellant's nominee who must be from outside the appellant's work area.
- 10.8.6 The Panel can only consider the due process of the selection in accordance with this clause and not the question of merit. The Panel will determine the matter within 21 days of receiving the appeal and will provide reasons for their decision in writing. The burden of proof will rest with the appellant.
- 10.8.7 Where the Panel determines that due process was not observed and that the non-observance had an adverse or detrimental impact on the selection process, the appeal will be upheld and the selection decision declared void. If the vacancy is to be filled, the ABC will convene a new selection committee and observe due process. The ABC will retain the right to appoint the employee of its choice in an acting capacity, pending the determination of the appeal.
- 10.8.8 Where the appeal has been disallowed, the selection is automatically confirmed.

**11. Workforce Planning**

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- 11.1.1 The parties acknowledge that the ABC's role and the environment in which it operates is changing and will continue to change in ways that profoundly impact on traditional approaches to the gathering, production and delivery of program content. new media platforms (eg. multi-channelling and datacasting) requiring greater emphasis on program content and more flexible production and distribution methods;
- 11.1.2 The parties recognise the need for the ABC to anticipate and plan for changes to its workforce to accommodate:
- (a) new and emerging skill requirements arising from technological change;
  - (b) projected separations having regard to current workforce demographics.
- 11.1.3 The ABC is committed to strategies that increase the flexibility of its workforce and enhance and broaden the skills of its employees. Such strategies include, but are not limited to:
- (a) training and developing the current workforce;
  - (b) encouraging employee mobility and career development; and
  - (c) training new employees.

**12. Learning and Development**

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**12.1 Principles**

- 12.1.1 Consistent with its workforce planning objectives, the ABC will ensure that its learning, training and development strategies:
- (a) recognise the importance of investing in the skills, training and career development of employees in order to increase their value to the Corporation and to provide a more flexible and rewarding workplace;
  - (b) address current skill shortages and areas of emerging need;
  - (c) increase skill development and promote career opportunities for all employees;
  - (d) develop skills that maximise employability both internally and externally;
  - (e) support training needs identified through divisional training plans and individual development plans;
  - (f) support the provision of training certified in accordance with the Australian Quality Training Framework (AQTF);
  - (g) facilitate redeployment opportunities for potentially excess employees.
- 12.1.2 The ABC will regularly inform employees about changing employment and career management trends, and the need for employees to take an active responsibility for the development of their own careers.
- 12.1.3 Employees will not unreasonably refuse to undertake training and development activities designed to broaden their skills and/or enhance their career opportunities.
- 12.1.4 Training and development strategies will incorporate the ABC's EEO objectives, and there will be equity of access for all employees (including those in remote locations) to training and development opportunities.

**12.2 Individual Learning & Development Plans**

- 12.2.1 Individual learning & development plans will be prepared by managers, in discussion with employees, as part of the performance management process. The plans will be reviewed at least annually, and will have regard to the ABC's operational objectives, divisional training plans and the employee's own development needs and aspirations.

**12.3 Mobility and Career Development**

- 12.3.1 Subject to the application of the merit principle and having regard to operational requirements, the ABC will:
- (a) encourage mobility of skilled employees between different divisions, work areas and functions on both a temporary and permanent basis;
  - (b) support employees actively seeking opportunities to work on different programs and assignments, thereby contributing to the development and broadening of their skills and the ABC's overall skills base;
  - (c) ensure all reasonable steps are taken to advertise or otherwise notify employees about upcoming opportunities for transfer or reassignment to other work areas or programs;
  - (d) ensure all reasonable steps are taken to assign ABC employees on ABC commissioned programs, including co-productions;
  - (e) ensure that requests for transfer/reassignment are managed impartially having regard to program needs and employees' development goals and career aspirations;
  - (f) promote the use of internal/ongoing employees in preference to freelance/casual employees on assignments where the former are available, are capable of effectively carrying out the assignments and have indicated a desire to do so.
- 12.3.2 The ABC will endeavour to facilitate employee exchanges, secondments or leave without pay to work in other relevant organisations. The objectives of such exchanges are to enhance skill and career development opportunities for employees and to improve the efficiency and effectiveness of the ABC.



**12.4 Trainees and Cadets**

- 12.4.1 Trainee and cadet programs will be developed to meet the present and future needs of the ABC. The ABC will use a combination of in-house and recognised institutional courses to supplement on-the-job training to ensure the all round development of competencies.
- 12.4.2 Trainee and Cadet positions will be specifically identified. Periods of training will be determined by the stream and type of traineeship or cadetship, provide that:
- (a) the training period will not exceed three years, subject to performance requirements being met;
  - (b) for cadet journalists who commence as graduates of an approved and appropriate tertiary course, the training period will not exceed one year, subject to performance requirements being met; and
  - (c) cadet journalists who graduate from an approved and appropriate tertiary course while employed will be advanced to the final year.
- 12.4.3 Trainees and cadets will receive instruction and guidance from responsible people throughout the term of the training program. Where they are required to attend courses or lectures in their chosen field at an appropriate tertiary institution, such time will be paid by the ABC.
- 12.4.4 The salary of trainees and cadets will be determined in accordance with the relevant Work Level Standards and the Performance Management System.

## **Part D      Employment Arrangements**

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### **13.      Forms of Employment**

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Employees covered by this agreement will be employed under one of the following categories.

- Ongoing employment
- Fixed term / specified task employment
- Casual employment

#### **13.1      Ongoing Employment**

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

#### **13.2      Fixed Term / Specified Task Employment**

- 13.2.1 Fixed term and specified task employment will only be used where the specific job performed by the employee and/or the specific competencies exercised by the employee are not required on an ongoing basis.

- (a) Fixed term employment is for a fixed period, subject to termination at the stated finish date, except in cases where summary dismissal is lawful in which case no notice will be given.
- (b) Specified task employment is for a specified task where employment will cease on completion of the task, except in cases where summary dismissal is lawful in which case no notice will be given.

- 13.2.2 If fixed term employment is extended beyond the date of termination or completion of the specified task, then the subsequent employment will in most cases, in fact be 'ongoing employment' and in such cases the employment shall be formally identified by the ABC as ongoing employment. If the ABC asserts that any such sequential employment is not in fact ongoing employment then the onus shall be on the ABC to establish that the employment is not in fact ongoing employment.

#### **13.3      Casual Employment**

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

#### **13.4      Probation**

- 13.4.1 All new ongoing employees will have their initial work performance assessed during a period of probation.
- 13.4.2 The purpose of probation is to ascertain whether the employee has the skills and capacity to carry out the job satisfactorily.
- 13.4.3 Subject to 13.4.4, the probationary period will be three months. The ABC may, at its discretion and in writing, extend the probationary period for a further period of three months.
- 13.4.4 The probationary period for a trainee or cadet will be for a maximum period of 12 months and will be advised to the trainee or cadet in writing prior to the commencement of employment.

**14. Part Time Employment**

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**14.1 Definition**

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

**14.2 Initiation of Part Time Employment**

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

**14.3 Hours of Work for Part Time Employees**

- 14.3.1 Before any period of part time employment commences, an agreement in writing will be required between the ABC and the employee which specifies:
- (a) the prescribed weekly or cycle hours;
  - (b) for non rostered employees, the pattern of hours (including starting and finishing times) to be worked. Any agreement reached will be in accordance with the relevant clauses of this Agreement applying to Schedule A (Non-Rostered) employees;
  - (c) for rostered employees, the pattern of hours (including starting and finishing times) to be worked. Any agreement reached will be in accordance with the relevant clauses of this Agreement applying to Schedule A (Rostered) or Schedule B employees. Provided that where this information is not specified, part time rostered employees may be rostered for work on any day of the week or cycle and for any number of days and daily hours which can be worked by an equivalent full time employee; and
  - (d) that the employee may accept or reject a request to work additional hours or overtime without prejudicing the part time work agreement.
- 14.3.2 The matters agreed under 14.3.1 will not be varied, amended or revoked without the consent of the employee. Any agreed variation will be in writing.
- 14.3.3 The minimum hours of work for a part time employee will be not less than four on any day.
- 14.3.4 Where a full time employee is permitted to work part time for an agreed fixed period for personal reasons, the date of reversion to full time employment shall be specified in writing and the employee will revert to full time employment unless a further period of part time employment is approved.

**14.4 Additional Part Time Hours and Overtime**

- 14.4.1 Where a part time employee works more than the ordinary hours of work set out in their agreement, those hours which do not exceed the maximum daily or prescribed cyclic ordinary hours of work for an equivalent full time employee will be regarded as additional hours and will be paid at the employee's ordinary hourly rate plus a 20% loading in lieu of accrual of annual and personal leave. The loading will be in addition to any shift or special rates penalty for which the additional hours may qualify.

- 14.4.2 Where an employee works more than the ordinary hours of work set out in their agreement, those hours which exceed the daily, weekly or cyclic ordinary hours of work for an equivalent full time employee will be treated as overtime and paid for at the appropriate overtime rate in accordance with the relevant provisions in **Part G Hours of Work, Penalties and Overtime.**

**14.5 Other Part Time Provisions**

- 14.5.1 Subject to 14.5.2, other provisions of this Agreement that can apply to part time employees will apply on a pro-rata basis, provided they are not inconsistent with the provisions of this clause.
- 14.5.2 Part time employees will be entitled to expense related allowances, as specified in the relevant clause of this Agreement.

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

### **15. Salaries**

#### **15.1 Salary Increases under this Agreement**

15.1.1 The base salary of employees covered by this Agreement will be increased as follows:

- (a) 3% paid administratively with effect from 10 July 2006;
- (b) 2% payable with effect from 11 December 2006;
- (c) 4% payable from the first full pay period in July 2007;
- (d) 3% payable from the first full pay period in July 2008.

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

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

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

**Part G Hours, Penalties and Overtime;** and

**Part I Leave and Public Holidays.**

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

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

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

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

#### **15.3 Method of Payment**

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

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

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

#### **15.4 Salary Sacrifice**

15.4.1 Subject to the provisions of this clause, an employee may choose to sacrifice part of their base cash salary for non-cash benefits under an approved scheme consistent with ABC policy in relation to salary sacrifice and subject to compliance with relevant Government directives and taxation legislation.

15.4.2 Participation in the scheme will not affect an employee's salary for superannuation or any other purpose.

15.4.3 Any money owed to the ABC as a result of an employee participating in the scheme must be repaid before the employee leaves the ABC.

15.4.4 Participation in the scheme will be entirely voluntary and employees will be responsible for obtaining their own financial advice regarding salary sacrifice. As not all options have necessarily beneficial financial outcomes, employees are strongly recommended to seek independent financial advice.

## 16. Classifications

### 16.1 Definitions

16.1.1 Employees will be classified according to the following definitions:

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

### 16.2 Work Level Standards

- 16.2.1 Employees will be graded in one of nine salary bands in accordance with the Work Level Standards applying to each classification.
- 16.2.2 The parties recognise the importance of finalising the current draft Work Level Standards. Accordingly priority will be given to the completion of that task through a joint review of the standards.
- 16.2.3 Any dispute about the Work Level Standards will be dealt with in accordance with **clause 58. Prevention and Resolution of Disputes.**

### 16.3 Performance of Work

- 16.3.1 An employee may be required to perform a broader range of functions and/or move between functions and work areas within the limits of their competence, training and classification. The requirement to perform work in accordance with this clause will be consistent with the ABC's obligation to provide a healthy and safe working environment and will not be designed to promote deskilling.
- Subject to statutory requirements, the absence of formal qualifications will not of itself be a barrier to the consideration of task broadening/mobility options. Rather, attention will be paid to the employee's knowledge, skills and experience in being able to meet operational requirements, and to the employee's development needs and career aspirations identified in the Performance Management system.

## 17. Salary Progression

### 17.1 Progression to a Higher Band

- 17.1.1 Progression from one salary band to a higher band will constitute promotion and will occur as a result of:
- (a) competitive, merit based selection to a vacant position; or
  - (b) appraisal of an employee's performance in accordance with Part F. Performance Management.

### 17.2 Progression Within a Band

Progression within a salary band will be determined following an appraisal of an employee's performance in accordance with **Part F Performance Management.**

**18. Higher Duties Allowance**

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- 18.1.1 An employee who is temporarily required to perform duties commensurate with a higher salary band for a continuous period of five days or more will be paid an allowance commensurate with the higher band.
- 18.1.2 Authorised leave (excluding long service leave) occurring during a period of approved higher duties will be paid at the higher rate.
- 18.1.3 An employee who, at the date this Agreement is certified, is on continuous higher duties for an indefinite period (usually at least more than 12 months) will be promoted to the position and payment of the higher duties allowance will cease.

**19. Exemption from Certain Provisions of this Agreement**

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**19.1 Salary Packages**

- 19.1.1 The ABC and an employee (or the employee's representative) may negotiate a salary package to meet circumstances for a defined period where this Agreement does not provide sufficient flexibility to satisfy a particular activity.
- 19.1.2 'Salary package' may include one or more of the following elements: base salary, hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime, additional annual leave, public holidays, allowances and/or non-cash benefits.
- 19.1.3 Salary determined for salary packaging purposes shall be regarded as salary for superannuation purposes in accordance with the relevant legislation.
- 19.1.4 The salary package, to the extent of any inconsistencies, will override the terms and conditions of this Agreement in all matters except average weekly ordinary hours and annual leave. Provided that the terms and conditions of the salary package will not, on balance, result in a reduction of the overall terms and conditions to which the employee would otherwise be entitled under this Agreement.
- 19.1.5 The employee will be advised of their right to representation in negotiating the package. Any agreement will be in writing.

**19.2 Annual Buyout of Penalties, Allowances and/or Overtime**

- 19.2.1 By agreement with the ABC, an employee in Band 4 and above may be paid a loading (buyout) in lieu of one or more of the following elements: hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime and/or allowances. Provided that:
  - (a) minimum free days per fortnight will be not less than four;
  - (b) the loading will not, on balance, result in a reduction of the overall terms and conditions to which the employee would otherwise be entitled under this Agreement; and
  - (c) the loading will be regarded as salary for superannuation purposes in accordance with the relevant legislation.
- 19.2.2 Such agreement will be in writing and will state which payments are displaced by the loading and by what amount. The employee will be advised of their right to representation in negotiating the agreement.
- 19.2.3 Prior to entering into such an agreement, the employee will be advised of an estimate of the payments they would have been entitled to for the prospective year based, as far as possible, on the pattern of hours they will be expected to work.
- 19.2.4 If the employee's pattern of ordinary hours of work changes during the period of the agreement or the loading is found to be wrongly calculated or extraordinary events have intervened, the level of loading may be reviewed and the rate changed by agreement to reflect the new circumstances. Failing this, the buyout agreement may be terminated by either the employee or the ABC two weeks prior to the commencement of the next roster cycle.
- 19.2.5 The buyout agreement will last for a period of 12 months at which time the level of loading will be reviewed or either party may terminate and revert to the conditions contained in this Agreement.
- 19.2.6 The loading will be payable during all periods of paid leave (other than long service leave), provided that payment of the loading during personal leave will be capped at one month per annum.'

**19.3 Buyouts on Short Term Distant Assignments and Special Events**

- 19.3.1 For short term distant assignments, or on the coverage of special events, an employee involved in these activities may, for a specified period of time, be paid a buyout, which may include one or more of the following elements: hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime, public holidays and/or allowances.
- 19.3.2 The buyout will be calculated on the basis of an assessment of anticipated hours and work patterns over the specified period, and will be mutually agreed in writing between the ABC and the employee (or the employee's representative).
- 19.3.3 Periods of leave taken in conjunction with the assignment will not attract the buyout.
- 19.3.4 The buyout agreement may be terminated by either the employee or the ABC two weeks prior to the commencement of the next roster cycle.

**19.4 Excluded Employees**

Band 9 employees who are in receipt of an annual salary equal to or greater than Rate 'a' as specified in **Schedule A** or **Schedule B** shall be exempt from the provisions of **Part G Hours, Penalties and Overtime** and any other clauses of this Agreement with the agreement of the employee.

**19.5 Averaging of Shift Penalties**

- 19.5.1 The parties to this Agreement may consider proposals to average shift penalties for a work area over a predefined period.
- 19.5.2 Where the parties agree, composite pay reflecting such proposals may apply on the basis that costs will be comparable to the costs of such payments made under Part G. Hours of Work, Penalties and Overtime.



## **Part F Performance Management**

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### **20. Performance Management**

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#### **20.1 Objectives**

- 20.1.1 Performance management describes the ongoing process of planning, monitoring, reviewing and making decisions about employee performance and salary level. The purpose of the system is to foster a high performance culture in which:
- (a) the ABC's goals are realised efficiently and effectively; and
  - (b) employees benefit through active participation in the process, feedback on performance, recognition and reward for their efforts, and improved development and career opportunities.
- 20.1.2 Specific objectives of the system are to ensure that:
- (a) individual job plans are clearly linked to corporate, business and work area plans;
  - (b) employees gain a better understanding of their roles and the standards expected of them;
  - (c) employees have an opportunity to participate in the job planning process;
  - (d) the skills and potential of employees are explored and developed;
  - (e) high performance is acknowledged and rewarded; and
  - (f) areas of poor performance are addressed and improved.

#### **20.2 Application**

- 20.2.1 Ongoing employees will participate in the performance management system, which will be applied in accordance with agreed guidelines consistent with this clause.

#### **20.3 Performance Cycle**

- 20.3.1 The performance cycle is the 12 month period during which the employee's job is planned, regular feedback is given and received, and the employee's performance is formally appraised.
- 20.3.2 An employee's performance cycle starts on:
- (a) the anniversary of their commencement as an ongoing employee (Provided that where they commenced continuous employment in the same role and at the same salary other than as an ongoing employee, the cycle will start on the anniversary of their commencement of continuous employment in that role); or
  - (b) the anniversary of their last promotion or transfer with salary increase, where this is different from (a); or
  - (c) the common cycle date for their division if applicable, subject to 20.3.4.
- 20.3.3 Except where an employee is working to a common performance cycle, any leave taken that does not count as service will extend the period of the cycle by the number of days taken.
- 20.3.4 The ABC will decide on a divisional basis whether to adopt a common performance cycle date or remain with individual anniversaries. A minimum of 6 months notice will be given prior to the introduction of a common cycle. To be eligible for their first appraisal under a common cycle, an employee must have been working to their job plan under the common cycle for a minimum period of six months, or a period of at least six months must have elapsed since their last Appraisal.

#### **20.4 Job Plan**

- 20.4.1 The job plan will provide a clear description of the employee's role and objectives for the forthcoming performance cycle. The job plan will be based on the operational plans of the work area, the employee's competencies, development needs and career aspirations, and will be consistent with the relevant Work Level Standards.

- 20.4.2 Job planning may involve managers in designing new jobs to keep pace with changing operational requirements, or finetuning existing jobs around the range of functions appropriate to the employee's classification. However in many cases, for example where a number of employees are performing similar work, job plans may be generic. Similarly, where the work of an employee does not markedly change from year to year, the previous year's job plan may be rolled over to the next year.
- 20.4.3 The job plan will:
- (a) define the job's role, key functions and required competencies;
  - (b) indicate the appropriate salary band or bands;
  - (c) identify key performance indicators; and
  - (d) identify any learning and development activities to be undertaken.
- 20.4.4 The job plan will be developed by the manager with the participation of the employee and shall be mutually agreed in writing. In the case of disagreement at this stage, the employee or the manager may refer the matter to the manager's manager and to the director in an attempt to have it resolved.

## **20.5 Feedback and Review**

- 20.5.1 There will be ongoing feedback between the manager and the employee throughout the performance cycle. This feedback will take into account the employee's performance, the effectiveness and appropriateness of the job plan, any modifications or variations to the plan required, and progress in implementation of any learning and development activities identified in the plan.
- 20.5.2 An important objective of the feedback process will be to maintain common understandings about work requirements and development needs, and to minimise misunderstandings by both the employee and the manager over performance standards and expectations.

## **20.6 Managing Underperformance**

- 20.6.1 Discussions about work performance may be held at any time as part of the ongoing feedback process. Where a problem with an employee's performance is identified and the manager determines that formal processes need to be applied, the manager will:
- (a) advise the employee in writing that an underperformance issue/s needs to be addressed;
  - (b) inform the employee of the performance standards they are expected to achieve and the area/s of performance they need to improve;
  - (c) provide an opportunity for the employee to respond so that all relevant matters can be considered, including any possible changes to the performance standards expected and any requests by the employee for training, coaching, re-arrangement of duties or changes to the work environment;
  - (d) set a reasonable period over which the employee's performance will be monitored and a date for review having regard to (c) above.
- 20.6.2 If adequate progress has not been made by the review date, the ABC:
- (a) may decide to transfer the employee to another function or work area with the employee's agreement; or
  - (b) will commence the procedures for dealing with unsatisfactory performance in accordance with **clause 21. Unsatisfactory Performance.**

## **20.7 Appraisal**

- 20.7.1 An appraisal of the employee's performance will be conducted by the manager in discussion with the employee at the end of the performance cycle. Where the employee is unavailable for an appraisal because of an absence on leave, the appraisal will be undertaken as soon as possible on their return.
- 20.7.2 The appraising manager will obtain feedback from other managers or supervisors (where available) for whom the employee has worked during the cycle.
- 20.7.3 The employee will be given at least one week's notice prior to their appraisal. The employee will at that time be provided with a copy of their job plan and shall be advised that they may provide additional information in accordance with 20.7.4.

- 20.7.4 The employee may, prior to their appraisal, bring to the attention of their manager details of supplementary tasks and functions and levels of performance demonstrated during the cycle that have not been included in the job plan. In most cases it is expected that these details will have been dealt with through the processes described in 20.5 .
- 20.7.5 Subject to (a) and (b) of this paragraph, performance over the cycle will be rated in accordance with the following definitions having regard to the requirements of the Job Plan and the Work Level Standards:

<i><b>Rating</b></i>		<i><b>Description</b></i>
U	Unsatisfactory Within Current Band	Performance fails to meet minimum work requirements within the current band and indicates that unsatisfactory results have been delivered against a significant number of key indicators.
M	Meets Requirements Within Current Band	Performance meets work requirements within the current band and indicates that adequate results have been delivered against most key indicators.
E	Exceeds Requirements Within Current Band	Performance exceeds work requirements within the current band and indicates that better than satisfactory results have been consistently delivered against most key indicators.
P	Meets or Exceeds Requirements Within Next Higher Band	Performance meets or exceeds work requirements within the next higher band and indicates that substantial or outstanding results have been consistently delivered against most key indicators.

- (a) A rating of 'U' will only be possible where attempts to remedy underperformance in accordance with 20.6 have proved unsuccessful.
- (b) A rating of 'P' will only be possible where the job plan has been drawn up or subsequently changed to include the next higher band.
- 20.7.6 The appraisal rating will be used as the basis for providing the employee with formal feedback regarding their performance at the end of the cycle.
- 20.7.7 The appraisal rating will also 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) Employees in Bands 1-6 will be advanced.
- (i) one salary point within their current band with a rating of 'M'; or
- (ii) two or more salary points within their current band with a rating of 'E'.
- (c) Employees in Bands 7 to 8 will be advanced within their current band with a rating of 'E'.
- (d) Employees in Bands 1 to 8 who are rated 'P' will be advanced to the next higher band.
- 20.7.8 Salary for employees in Band 9 will be at the discretion of management.
- 20.7.9 Following delegate approval, the employee will be advised of their appraisal rating and salary outcome, in writing and with reasons in support, within 14 days of the appraisal meeting.

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

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

- 20.8.2 If an employee disagrees with their appraisal rating, or an employee in Bands 1- 8 disagrees with the salary outcome of their appraisal or believes both that they have been regularly performing and were required to perform tasks beyond the level specified in their job plan, they may, within 14 days of the notification of the outcome of their appraisal, refer the matter in writing to the delegate for reconsideration. The employee will state the reasons they consider the appraisal or job plan was unfair or failed to take into account all relevant factors. The delegate will reconsider the matter and advise the employee of their decision (in writing and with reasons) within 7 days of receipt of the request for reconsideration.
- 20.8.3 An employee who remains dissatisfied may appeal to their director in accordance with the following process:
- (a) The appeal must be in writing and must be lodged within seven days of the delegate's reconsideration decision.
  - (b) The appeal will be considered by a panel comprising:
    - (i) a management nominee other than the original assessor;
    - (ii) an ABC employee nominated by the appellant; and
    - (iii) a chairperson mutually agreed between the ABC and the appellant (or their representative), who is from outside the work area and has been trained or is experienced in assessment procedures.
  - (c) The panel will consider relevant material and will seek the views of the affected employee, the employee's manager, up to two referees nominated by the employee and any other persons associated with the employee's work. The panel may make its own inquiries and will provide an opportunity for the employee and the manager to address any adverse material.
  - (d) The panel will provide its recommendation to the director from among the following options:
    - (i) that the original rating and/or salary outcome stands;
    - (ii) that an alternative rating and/or salary outcome be awarded (which may include a variation to the job plan where this was the subject of the appeal); or
    - (iii) that the original rating be set aside.
  - (e) The director will advise the employee of his/her decision within one month of the appeal being lodged or as soon as possible thereafter. Where necessary, as a consequence of the decision, the employee's rating and/or salary will be adjusted accordingly. In the event that the director rejects the panel's recommendation, the director will furnish the employee and the panel with a clear statement of the reasons for rejection and shall provide a copy of the panel's recommendation to the employee.

## **20.9 Timing of Salary Increases**

- 20.9.1 The date of effect for any salary action arising from an appraisal shall be the first pay period to commence on or after the date of completion of the performance cycle.

## **20.10 Long Term Temporary Duties**

- 20.10.1 Ongoing employees on long term temporary transfer (including higher duties) and fixed term or specified task employees engaged for a period of 18 months or longer will participate in a simplified appraisal process after 12 months continuous duty in their temporary role. The manager will rate the employee's performance having regard to the job description (or job plan where available) and the Work Level Standards. The appraisal rating will be used to govern salary advancement in accordance with 20.7.7. The provisions of subclause 20.8 Reconsideration and Appeal will not apply.
- 20.10.2 An employee will have their appraisal rating from their acting position applied to their substantive position when the temporary transfer ceases. At that time their substantive job plan will be reviewed.

## **21. Unsatisfactory Performance**

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### **21.1 Performance Improvement Plan**

- 21.1.1 Where attempts to remedy underperformance have proved unsuccessful (in accordance with **clause 20.6 Managing Underperformance**), the manager will notify the employee that there is a problem and will develop a performance improvement plan setting out:
- (a) in what ways and to what extent the employee's performance is unsatisfactory;

- (b) the standards of performance required. These standards will be set fairly and shall be consistent with the Work Level Standards;
  - (c) where appropriate, details of training programs and/or any rearrangement of duties or changes to the work environment designed to assist the employee to meet the required standards of performance;
  - (d) a reasonable time frame for the employee to show improvement.
  - (e) the likely consequences if the employee does not meet the required standard.
- 21.1.2 The development of the performance improvement plan and the assessment of the employee's performance against that plan will be carried out with the ongoing involvement of a Human Resources manager.
- 21.1.3 During a meeting with the employee to discuss the performance improvement plan, the manager will:
- (a) review the plan with the employee, including the performance standards they are expected to achieve, the area/s of performance they need to improve and by when;
  - (b) provide an opportunity for the employee to respond so that all relevant matters can be considered, including any possible changes to the performance standards expected and any requests by the employee for training, coaching, re-arrangement of duties or changes to the work environment;
  - (c) confirm the time frame over which the employee's performance will be monitored against the plan and the date for review having regard to (b) above;
  - (d) inform the employee of the likely consequences if they do not meet the required standard.

## **21.2 Assessment**

- 21.2.1 The employee's performance will be assessed against the objectives and over the period specified in the performance improvement plan.

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

- 21.3.1 If it is determined that the employee's performance has improved to a satisfactory standard, then appropriate recognition will be provided and the performance improvement process will be closed.
- 21.3.2 At their next annual appraisal, if the employee's performance is rated 'Meets' or better, all references to the earlier incidence of unsatisfactory performance will be removed from the employee's personal file.

## **21.4 Failure to Remedy Performance**

- 21.4.1 If it is determined that the employee's performance remains unsatisfactory, the employee will be formally notified that they have failed to remedy their performance and will be asked to give reasons as to why the ABC should not take action in accordance with 21.4.3. The notification will identify all concerns relating to the employee's performance and will provide an opportunity for the employee to respond at a meeting or in writing.
- 21.4.2 If a satisfactory response is provided by the employee, the ABC may institute a further period of assessment of performance.
- 21.4.3 If a satisfactory response is not provided, or the employee does not comply with the ABC's request, the delegate may:
- (a) redesign the employee's position to an equal or lower salary band;
  - (b) transfer the employee to another position at an equal or lower salary band; or
  - (c) dismiss the employee with due notice, or payment in lieu, in accordance with the relevant provisions of **clause 55. Termination of Employment**. Unless the performance review establishes that the unsatisfactory performance is within the control of the employee, a severance payment will be provided in accordance with **subparagraph 52.9.1(b)** and the termination will be treated, subject to the relevant superannuation legislation, as an involuntary retirement.
- 21.4.4 At any stage during the above process the employee may choose to be accompanied or represented by a person of their choice.

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

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

#### **22.1 Application**

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

#### **22.2 Hours of Work**

##### **22.2.1 Arrangement of hours**

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

##### **22.2.2 Standard Day**

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

##### **22.2.3 Flexitime**

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

- (a) Working arrangements will be subject to operational requirements and the approval of the manager;
- (b) Start and finish times will be within the bandwidth 7.00am to 7.00pm;
- (c) Core time will be between the hours of 10.00am and midday and 2.00pm and 4.00pm, provided that an unpaid meal break of at least 30 minutes shall be taken each day between the hours of midday and 2.00pm (NB. Core time means the period during the day when an employee will perform ordinary duty, unless absent on approved leave or approved core time absence):
  - (i) attendance will be monitored over a 2 week cycle;
  - (ii) an employee may accumulate up to a maximum of 10 hours in a cycle and carry this over to the next cycle;
  - (iii) where the accumulated flexi debit (current shortfall plus carry over from the previous cycle) exceeds 10 hours at the end of the cycle, the excess hours will be without pay; and
  - (iv) credit flexidays, or parts thereof, may be taken by the employee with the approval of the manager, provided that total core time absence in any cycle must not exceed the core time for a single day.

##### **22.2.4 Approved core time absence (refer to 22.2.3(c) for definition of core time)**

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

##### **22.2.5 Cessation of flexitime**

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

**22.3 Flexible Working Hours Agreements**

- 22.3.1 Local agreements on the operation of flexitime may be made by agreement between a defined group of employees or an individual employee and the ABC.
- 22.3.2 Such agreements will be in writing and may be terminated by the employee or the ABC with two weeks notice.

**22.4 Public Holidays**

- 22.4.1 An employee shall be paid an additional 150% of their ordinary rate of pay for ordinary duty worked on a public holiday with a minimum payment of four hours (subject to clause 37.5.2 in the case of a half day public holiday).
- 22.4.2 The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31 in which case payments are based on ABC salary point 31.

**22.5 Overtime**

- 22.5.1 Overtime is defined as follows:
- (a) For an employee working a standard day
    - (i) all work performed in excess of 7 hours 36 minutes, Monday to Friday (including Public Holidays); and
    - (ii) all work performed on a Saturday or Sunday.
  - (b) For an employee working flexitime
    - (i) all work performed outside the flexitime bandwidth, Monday to Friday (including Public Holidays); or
    - (ii) all work performed outside the pre-arranged pattern of daily hours of ordinary duty during the flexitime bandwidth, Monday to Friday (including Public Holidays); and
    - (iii) all work performed on a Saturday or Sunday.
- 22.5.2 Payment in respect of any period of overtime, as defined, will not be made more than once.
- 22.5.3 The following overtime rates apply:
- |                     |  |
|---------------------|--|
| Monday to Friday    | time and a half for the first three hours and double time thereafter |
| Saturday and Sunday | double time  |
| Public Holidays     | double time and a half   |

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**23. Schedule A (Rostered) Employees**

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**23.1 Application**

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



**23.2 Hours of Work**

## 23.2.1 Arrangement of hours

- (a) Full time employees will work an average of 38 ordinary duty hours per week on the following basis:
  - (i) on no more than 10 days over a two week cycle; or
  - (ii) on no more than 19 days over a four week cycle.
- (b) The arrangement of hours (i.e. two or four weeks) will be determined by agreement between a defined group of employees or an individual employee and the ABC, having regard to:
  - (i) operational requirements;
  - (ii) the need for employees to balance their work and private responsibilities; and
  - (iii) the ABC's 'duty of care' and other obligations flowing from relevant OH&S and EEO legislation.
- (c) In the event that no agreement can be reached under subparagraph (b), then either party has the right to follow the procedures set out in **clause 58. Prevention and Resolution of Disputes**.

## 23.2.2 Daily hours

- (a) Daily ordinary hours will be no less than 7 and no more than 10 (excluding meal breaks), provided that daily ordinary hours may be as little as four for staff working on radio presentation/production shifts:
  - (i) on weekends and public holidays;
  - (ii) for outside broadcasts; or
  - (iii) for the recording and/or live broadcast of live music performances.
- (b) Daily ordinary hours may be worked on any day Monday to Sunday inclusive.

## 23.2.3 Consecutive days worked

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

## 23.2.4 Break between shifts

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

## 23.2.5 Meal and Crib Breaks

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

**23.3 Rostered Free Days (RFDs)**

## 23.3.1 Entitlement

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



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

#### 23.3.2 Definition of RFD

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

### 23.4 Flexible Working Hours Agreements

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

### 23.5 Rosters and Changes to Rosters

- 23.5.1 Rosters will be made available to employees at least seven days in advance of the fortnight to which they refer.
- 23.5.2 Rosters will be designed to meet:
  - (a) operational requirements;
  - (b) the need for employees to balance their work and private responsibilities; and
  - (c) the ABC's 'duty of care' and other obligations flowing from relevant OH&S and EEO legislation.
- 23.5.3 Rosters will incorporate start and finish times and RFDs.
- 23.5.4 Except where mutually agreed, an employee will be given at least 72 hours notice of a change of shift, including the replacement of an RFD with a shift, unless the change is due to the unexpected sickness or absence of another employee, in which case notice shall be given no later than the time of finishing work on the previous day or, if off duty, not less than 24 hours prior to the ceasing time of rostered duty on the day of the requirement.
- 23.5.5 Except where mutually agreed, an employee will be given at least 72 hours notice where an RFD is to be rostered in lieu of a rostered shift.
- 23.5.6 Any changes to rosters with less than 72 hours notice will be confirmed with employees.
- 23.5.7 This subclause does not apply to employees on a distant assignment.

### 23.6 Exchange of shifts

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

**23.7 Special Rates****23.7.1 General**

- (a) Payments prescribed in this subclause are limited to hours of ordinary duty.
- (b) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.

**23.7.2 Insufficient notice of roster change**

Where an employee is not notified of a roster change in accordance with subclause 23.5, they will be paid at the rate of 50% additional to the ordinary rate of pay for that part of the new shift which occurs outside the limits of the original shift, subject to the difference between the starting or finishing times of the two shifts being greater than 90 minutes. Provided that any hours worked in excess of the original number of hours as a result of the roster change will be treated as overtime in accordance with subclause 23.9.

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

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

**23.7.4 Insufficient break between shifts**

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

**23.7.5 Insufficient break over RFDs**

If the additional break between the time at which an employee finishes work and the commencement of the 24 hours of a RFD is less than the break specified in subparagraph 23.3.2(b), the gap between the actual break granted and the specified break will be paid for at the rate of 50% additional to the employee's ordinary rate of pay.

**23.8 Shift Penalties****23.8.1 General**

- (a) Payments prescribed in this subclause shall not be taken into account in the calculation of overtime or in the determination of any allowance based on salary, nor shall they be paid with respect to any shift more than once.
- (b) Payments prescribed in 23.8.2 and 23.8.3 shall not be payable for periods of duty for which the provisions of subclause 23.7 Special Rates apply.
- (c) Payments prescribed in 23.8.7 (midnight to dawn) shall not be payable for periods of duty for which the provisions of 23.7.4 (Insufficient break between shifts) and 23.7.5 (Insufficient break over RFDs) apply.
- (d) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.

**23.8.2 Monday to Friday Shifts**

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

**23.8.3 Continuous late shifts**

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

**23.8.4 Saturday**

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

**23.8.5 Sunday**

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

**23.8.6 Public Holiday**

Payment shall be made at the rate of 150% additional for all ordinary duty performed on a public holiday with a minimum payment of four hours (subject to paragraph 37.5.2 in the case of a half day public holiday).

**23.8.7 'Midnight to dawn'**

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

**23.9 Overtime****23.9.1 Overtime is defined as all work performed:**

- (a) in excess of daily rostered hours;
- (b) in excess of 10 hours on any day;
- (c) in excess of an average of 38 hours per week over a two or four week cycle;
- (d) on a cancelled rostered free day (CRFD) for which no substitute is provided (subject to 25.5.4);
- (e) on each day that falls outside a limit of 12 consecutive days worked (except on a distant assignment);
- (f) on a shift that is not continuous with ordinary duty on any day (subject to 25.5.4) except on a distant assignment.

**23.9.2 Payment in respect of any period of overtime, as defined, will not be made more than once.****23.9.3 Overtime rates**

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

**23.9.4 Time off in lieu of overtime**

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

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**24. Schedule B (Rostered) Employees**

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**24.1 Application**

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

**24.2 Hours of Work****24.2.1 Arrangement of hours**

- (a) Full time employees will work an average of 38 ordinary duty hours per week on the following basis:
  - (i) on no more than 10 days over a two week cycle; or
  - (ii) on no more than 19 days over a four week cycle.

- (b) The arrangement of hours (i.e. two or four weeks) will be determined by agreement between a defined group of employees or an individual employee and the ABC, having regard to:
  - (i) operational requirements;
  - (ii) the need for employees to balance their work and private responsibilities; and
  - (iii) the ABC's 'duty of care' and other obligations flowing from relevant OH&S and EEO legislation.
- (c) In the event that no agreement can be reached under subparagraph (b), then either party has the right to follow the procedures set out in **clause 58. Prevention and Resolution of Disputes.**

#### 24.2.2 Daily hours

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

#### 24.2.3 Consecutive days worked

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

#### 24.2.4 Consecutive overnight shifts

The number of consecutive overnight night shifts worked will not exceed five. An overnight night shift is defined as a shift commencing on or after 8.00pm.

#### 24.2.5 Break between shifts

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

#### 24.2.6 Meal and Crib Breaks

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

### 24.3 Rostered Free Days (RFDs)

#### 24.3.1 Minimum entitlement

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

- (f) Where an employee is required to work on a day which was indicated as a RFD, the ABC will give a substitute RFD within the same or next succeeding shift cycle. Further, the substitute RFD will, wherever practicable, be granted so that it is consecutive with another free day, or at a time convenient to the employee.
- (g) An employee who is not given any of the RFDs to which they are entitled under this subclause will be paid overtime for work performed on such days (CRFDs) in accordance with subclause 24.9.

#### 24.3.2 Definition of RFD

- (a) In this clause, Rostered Free Day (RFD) means a day (24 hours) during which an employee is not required to attend for duty or hold themselves available for duty.
- (b) Where a single RFD is given, an additional break of 11 hours should be provided between the time at which the employee finishes work and the commencement of the 24 hours of the RFD. Where two or more consecutive RFDs are given, this additional break will be reduced to eight hours.
- (c) Where the additional break is less than the break specified in subparagraph (b), the gap between the actual break granted and the specified break will be paid in accordance with subclause 24.8.

### 24.4 Flexible Working Hours Agreements

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

### 24.5 Rosters and Changes to Rosters

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

### 24.6 Exchange of shifts

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

### 24.7 Shift Penalties

- 24.7.1 General
  - (a) Payments prescribed in this subclause shall not be taken into account in the calculation of overtime or in the determination of any allowance based on salary, nor shall they be paid with respect to any shift more than once or for which any other form of penalty payment is made under this Agreement.

- (b) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 23, in which case payments are based on ABC salary point 23.

24.7.2 Monday to Friday shifts

- (a) An employee who is rostered to perform and actually performs ordinary duty on a shift any part of which falls between the hours 7.30pm and 7.30am Monday-Friday, shall be paid an additional 15% of their ordinary rate of pay for that shift.
- (b) Provided that for rural employees the hours shall be 6.00pm to 6.30am, Monday to Friday.

24.7.3 Continuous late shifts

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

24.7.4 Consecutive overnight shifts

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

24.7.5 Saturday

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

24.7.6 Sunday

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

## **24.8 Special Rates**

24.8.1 General

- (a) Payments prescribed in this subclause are limited to hours of ordinary duty.
- (b) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.

24.8.2 Insufficient break between shifts

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

24.8.3 Insufficient break over RFDs

If the additional break between the time at which an employee finishes work and the commencement of the 24 hours of a RFD is less than the break specified in subparagraph 24.3.2(b), the gap between the actual break granted and the specified break will be paid for at the rate of 50% additional to the employee's ordinary rate of pay.

## **24.9 Overtime**

24.9.1 Overtime is defined as all work performed:

- (a) in excess of daily rostered hours;
- (b) after 11 hours from commencement of ordinary duty on any day;
- (c) in excess of an average of 38 hours per week over a two or four week cycle;
- (d) on a cancelled rostered free day (CRFD) for which no substitute has been provided (subject to 25.5.4);
- (e) on each day that falls outside a limit of 12 consecutive days worked (except on a distant assignment);
- (f) on a shift that is not continuous with ordinary duty on any day (subject to 25.5.4) except on a distant assignment.

- 24.9.2 Payment in respect of any period of overtime, as defined, will not be made more than once.
- 24.9.3 Overtime rates
- (a) Except where otherwise provided for in this paragraph, overtime will be paid at the following rates:

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

Sunday                      double time

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

24.9.4 Time off in lieu of overtime

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

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

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### **25.1 Application**

- 25.1.1 All employees shall, to the extent applicable, be covered by the provisions of this clause.
- 25.1.2 This clause should be read in conjunction with the specific conditions on hours of work, penalties and overtime contained in the following clauses:

Clause 22. Schedule A (Non-Rostered) Employees

Clause 23. Schedule A (Rostered) Employees

Clause 24. Schedule B Employees

### **25.2 Employment under Schedules A or B**

Employment under **Schedule A** or **Schedule B** conditions shall be determined in accordance with subclause 15.2 Rates of Pay.

### **25.3 Shiftwork - Schedule A Employees**

- 25.3.1 Schedule A employees will be regarded as rostered employees if they are required to perform ordinary duty outside the period 8.00am to 6.00pm Monday-Friday and/or on Saturday or Sunday for an on-going or fixed period.
- 25.3.2 Otherwise they will be regarded as non-rostered employees.

### **25.4 Calculation of Hours Worked**

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

### **25.5 General Overtime Conditions**

#### **25.5.1 Directions**

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

#### **25.5.2 Maximum overtime rate**

Overtime payments are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.



## 25.5.3 Calculation

- (a) An employee's salary for the purpose of computation of overtime shall include higher duties allowance and/or any other allowance in the nature of salary.
- (b) The hourly rate for payment of overtime shall be obtained by applying the following formulae:

Time and a half rate	$\frac{\text{Annual salary}}{313}$	x	$\frac{6}{38}$	x	$\frac{3}{2}$
Double time rate	$\frac{\text{Annual salary}}{313}$	x	$\frac{6}{38}$	x	$\frac{2}{1}$
Double time and a half rate	$\frac{\text{Annual salary}}{313}$	x	$\frac{6}{38}$	x	$\frac{5}{2}$

- (c) The period for which overtime shall be paid shall be calculated to the nearest quarter of an hour of the total amount in each cycle. No overtime shall be payable unless the excess duty totals 15 minutes or more.

## 25.5.4 Minimum payment

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

**25.6 Emergency Duty (Schedule A only)**

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

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

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

**25.7 Out of Hours Contact (On Call)**

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

25.7.2 Where warranted, the ABC will establish, by agreement with affected employees, a compensation mechanism based upon the nature of the contact circumstances and the incidence of call-back requirements.

**25.8 Limitations on Additional Payments**

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



## **Part H Allowances and Miscellaneous Payments**

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### **26. Meal Allowance**

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- 26.1.1 Employees will be eligible to receive a meal allowance in the following circumstances:
- (a) Where they commence work at or before 6.00am and the period of work extends to or beyond 2.00pm;
  - (b) Where they commence work at or before 12 noon and the period of work extends to or beyond 7.00pm;
  - (c) Where they commence work at or before 6.00pm and the period of work extends to or beyond 1.00am;
  - (d) Where they commence work at or before 12 midnight and the period of work extends to or beyond 9.00am.
- 26.1.2 Provided that no meal allowance will be paid where the employee is receiving travelling allowance or an adequate meal has been provided by the ABC.
- 26.1.3 The prescribed rate of the meal allowance is contained in Schedule C, which will be reviewed periodically by the ABC.

### **27. Private Vehicle Allowance**

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- 27.1.1 The ABC may authorise an employee to use a private vehicle owned or hired by the employee for official purposes, where such authorisation is warranted in terms of greater efficiency or involves the ABC in less expense.
- 27.1.2 The ABC may grant permission for an employee to use a private vehicle:
- (a) for a specific journey or purpose; or
  - (b) to travel to or from work on emergency duty; or
  - (c) to return to the employee's permanent station to take annual leave where the employee has been temporarily transferred from one place to another.
- 27.1.3 The prescribed rate per kilometre of the private vehicle allowance is contained in Schedule C, which will be reviewed periodically by the ABC.
- 27.1.4 An employee will be eligible for an additional payment where the employee can demonstrate that the allowance payable is insufficient to meet expenses reasonably incurred on official business.

### **28. Television Clothing Allowance**

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

### **29. First Aid Allowance**

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

**30. Relocation and Reunion Assistance**

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- 30.1.1 The ABC will determine on a case by case basis the extent of payment of reasonable costs associated with relocation from one locality to another of an employee upon promotion, transfer (including temporary transfer), or engagement in accordance with ABC 'Relocation & Reunion Assistance Guidelines'. Payment of reasonable costs will include, but not be limited to, conveyance of employee and family, and removal and other relevant expenses.
- 30.1.2 Where, in respect of their duties with the ABC, an employee has been temporarily relocated to a new locality for a period of at least three months, they may be reimbursed the costs of travel for an appropriate number of return journeys for the purposes of visiting family. The frequency of reimbursement of return travel costs will be determined by the relevant delegate on a case by case basis in accordance with ABC 'Relocation & Reunion Assistance Guidelines'.
- 30.1.3 Any proposed variation to the Relocation and Reunion Assistance Guidelines will be the subject of consultation between the parties. Any dispute will be dealt with in accordance with **clause 58. Prevention and Resolution of Disputes.**

**31. Isolated Locality Assistance**

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**31.1 District Allowance**

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

**31.2 Isolated Locality Fares**

- 31.2.1 An employee working permanently at a locality listed below will be eligible for fares assistance for return travel to the nearest state capital for leave of absence in respect of themselves and any eligible partner and dependants, subject to the following:
- (a) for the localities of Alice Springs, Broome, Karratha (Dampier), Kununurra, Longreach, Mt Isa and Port Hedland, the fares assistance will be available once in respect of every completed 12 months' service.
  - (b) for the localities of Cairns and Townsville, the fares assistance will be available once in respect of every completed 24 months' service.
- 31.2.2 The ABC will authorise additional fares assistance to an employee and any eligible partner and dependants, on a case-by-case basis, where circumstances so warrant including emergency and compassionate reasons.
- 31.2.3 Where an employee, who has not utilised all or part of two previously accrued entitlements to fares assistance, becomes eligible for a third entitlement, the first entitlement (or any remaining part thereof) will lapse.
- 31.2.4 **Darwin Airfares Assistance**  
Schedule A employees who were employed by the ABC in Darwin as at 30 June 1998 and Schedule B employees who were employed by the ABC in Darwin as at 3 July 2000 will be entitled to airfares assistance in accordance with Schedule D of this Agreement, provided that they have not accepted and been paid the buyout specified in the Schedule. Such entitlement shall continue while they are employed in Darwin.

**32. Reimbursement of Miscellaneous Expenses**

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- 32.1.1 The ABC will approve the reimbursement of miscellaneous expenses reasonably incurred in the course of an employee's work, in the following cases:
- (a) the loss or damage to clothing or personal effects;
  - (b) where special clothing requirements are necessary for an employee to work on a particular assignment or at a particular locality;
  - (c) where excess fares are incurred by an employee in travelling to a new workplace following a temporary change in work location. Excess fares are not payable where an employee has been transferred to a new location on an ongoing or long term basis (i.e greater than three months); and/or
  - (d) other circumstances considered warranted by the delegate.

**33. Assistance with Travel to or from Work**

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- 33.1.1 The parties acknowledge that in the usual course of events travel between home and work is the responsibility of the employee. As a general rule, therefore, the ABC will not reimburse taxi fares or issue taxi vouchers for travel by employees between home and work.
- 33.1.2 As a clear exception to this general rule, the ABC will provide reasonable assistance with the cost of travel to or from work in situations where:
- (a) the employee is required to commence work between 9.30pm and 6.00am; or
  - (b) the employee is returning home after finishing work between 9.30pm and 6.00am.
- 33.1.3 Definition of 'reasonable assistance'
- For the purpose of this clause:
- (a) 'reasonable assistance' means the provision of a suitable conveyance or taxi voucher or reimbursement of a taxi fare to enable the employee to reach the nearest means of regular public transport, or parking station, or their place of work or home up to a maximum distance of 30 kms;
  - (b) eligibility for assistance under 33.1.2 is limited to those employees who would otherwise normally be able to use public transport to travel to and from work.
- 33.1.4 Otherwise, the provision of transport assistance for the employee will be at the discretion of managers, with approval limited to exceptional circumstances. Examples of exceptional circumstances could include where:
- (a) an employee becomes sick at work;
  - (b) a member of an employee's family has an accident or becomes sick or is otherwise in need of urgent assistance;
  - (c) an employee who is not on call is called in for an emergency; or
  - (d) an employee finishes work late, there are legitimate safety concerns, and there is no reasonable alternative to a taxi.
- 33.1.5 Where approval is given under the circumstances at 33.1.4(d) it should usually be limited to the provision of reasonable assistance as defined in this clause, although individual circumstances may necessitate a different approach.

**34. Special Circumstances Work Allowance**

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

## Part I Leave and Public Holidays

### 35. Annual Leave

#### 35.1 Schedule A Employees

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

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

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

where: A = the number of hours per week for the entitlement period.

B = the number of calendar days to count as service in the period.

C = 4

D = the number of calendar days in the year of service.

35.1.3 Additional Leave for Sundays Worked

- (a) Schedule A employees rostered to work regular shiftwork on Sundays will be entitled to additional paid annual leave at the rate of one-tenth of a working week for each Sunday worked up to a maximum of one week's leave (equivalent to their ordinary weekly hours) entitlement per 12 months.
- (b) Rostered Sunday overtime shifts, including those that commence or cease on a Sunday and are of three hours or greater duration, will count for the purposes of this clause.
- (c) Additional leave under this clause will be subject to the same terms and conditions as normal annual leave.

#### 35.2 Schedule B Employees

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

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

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

where: A = the number of hours per week for the entitlement period.

B = the number of calendar days to count as service in the period.

C = 6

D = the number of calendar days in the year of service.

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

#### 35.3 General Conditions In Relation to Annual Leave

35.3.1 Entitlement

- (a) Annual leave is accrued in hours and credited on a fortnightly basis.
- (b) Granting of annual leave is subject to the approval of the relevant manager. Leave will be granted in accordance with actual rostered hours for rostered employees, or if granted in advance of the roster, in accordance with the prescribed hours for the employee. For full time employees the prescribed nominal daily hours are
  - (i) 7 hours 36 minutes for employees working a two weekly cycle, or

- (ii) 8 hours for employees working a four weekly cycle.
- (c) Annual leave counts as service for all purposes.
- (d) Casual employees will be paid a loading in lieu of annual leave in accordance with **subclause 13.3 Casual Employment**.
- (e) Where warranted, the Managing Director or delegate may approve the granting of additional annual leave in cases where an employee has worked an excessive amount of unpaid overtime.

#### 35.3.2 Utilisation

- (a) Consistent with the purpose of annual leave, employees will be encouraged to utilise their annual leave credit to facilitate an appropriate break from work.
- (b) Employees will have access to their pro rata entitlement as the leave accrues.
- (c) On provision of one month's notice, the ABC may direct employees with annual leave credits in excess of two years and six months service to take up to one quarter of their credit as annual leave at or after the subject anniversary date in periods of one week or greater.
- (d) Employees may apply to cash out:
  - (i) any amount of excess annual leave which has been credited to them before the date of this Agreement; and
  - (ii) subject to guidelines, up to 2 weeks annual leave which has been credited to them for each year of service after the date of this Agreement for full time employees (or pro rata thereof for part time employees).

#### 35.3.3 Effect of Public Holidays

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

#### 35.3.4 Cancellation of leave

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

#### 35.3.5 Payment on separation

Annual leave credits will be paid in lieu on termination of employment from the ABC.

#### 35.3.6 Pre 1966 employees

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

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

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

<b>Locality leave</b>	<b>Maximum additional annual in days per 12 months</b>
<i>Kununurra</i> .....	7
<i>Darwin, Katherine, Alice Springs, Broome, Kalgoorlie, Esperance, Karratha (Dampier), Port Hedland, .....</i>	5
<i>Longreach, Mt Isa</i> .....	3
<i>Broken Hill, Cairns, Townsville</i> .....	2

**36. Annual Leave Loading**

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- 36.1.1 Eligible employees will be entitled to an Annual Leave Loading in accordance with the provisions of this clause except where, during the period of leave taken, they are in receipt of a 'salary package' or 'annual buyout' that includes an amount in lieu of shift penalties.
- 36.1.2 Annual leave loading will be calculated and paid for each full day of annual leave taken. The amount will be the greater of either:
- (a) the daily equivalent of 17.5% of base salary up to the prescribed maximum set by the Australian Statistician; or
  - (b) the daily equivalent of average shift penalties earned in the previous (rolling) 52 week period less any periods during which the employee was on leave.
- 36.1.3 On separation from the ABC, employees will be paid annual leave loading in relation to any unused annual leave for which they will receive payment in lieu.

**37. Public Holidays (Schedule A Employees)**

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**37.1 Entitlement**

- 37.1.1 In respect of Schedule A employees, the following paid designated public holidays will apply each calendar year:
- (a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - (b) 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - (c) Good Friday and the following Saturday and Monday;
  - (d) 25 April (Anzac Day) (or substitute);
  - (e) the relevant Queen's Birthday observance day;
  - (f) the 'Labour Day' or equivalent in the respective location;
  - (g) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
  - (h) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December; and
  - (i) the additional Commonwealth nominated post Christmas holiday.
- 37.1.2 Additionally, up to two further local paid public holidays (or summation of part days), where recognised by the ABC, may also apply at the respective locality.
- 37.1.3 The total of all public holidays applied in any locality in any calendar year cannot exceed 13.

**37.2 Special Additional Public Holidays**

- 37.2.1 Where a federal, state or territory government gazettes a public holiday as a once only event to mark a special occasion and where it is not in substitution for any existing public holiday, the public holiday will be observed in addition to those specified in 37.1.

**37.3 Substituted days**

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

**37.4 Day off In lieu**

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

**37.5 Half Day Public Holiday**

- 37.5.1 A half day public holiday will cover a period of 12 hours and will either cease at midday or commence at midday, depending on the event being celebrated.
- 37.5.2 The minimum additional payment for ordinary duty performed on a public holiday pursuant to paragraph 23.8.6 will, in the case of a half day public holiday, be reduced by any periods of ordinary duty worked prior to the commencement or after the finish of the half day public holiday.
- 37.5.3 Where in a regular cycle of rostered work an employee is rostered off on a day on which a half day public holiday occurs, the ABC will grant a nominal half day's leave in lieu of the holiday, together with a credit of the hours for a half day. Provided that where this is not practicable, the employee will be paid a half day's pay at the ordinary rate.

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**38. Personal Leave**

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**38.1 Entitlement**

- 38.1.1 Employees will have access to 18 days paid personal leave annually to be used, with the approval of their manager, if they
- (a) are absent due to their own personal illness or injury; or
  - (b) need to provide care or support to a member of their immediate family or household because of personal illness or injury or an unexpected emergency affecting the member.
- 38.1.2 Approval will be subject to the employee:
- (a) having the available personal leave credits;
  - (b) advising the ABC as soon as reasonably practicable of any absence; and
  - (c) providing suitable supporting documentation when requested by the ABC.
- 38.1.3 Personal leave for caring purposes is only to be used for occasional non-enduring situations and in any event will not exceed a total of 10 days (1/26<sup>th</sup> the annual hours worked by the employee) in any personal leave credit year.
- 38.1.4 There is no limit to the maximum continuous amount of personal leave that may be used for absences due to the employee's own personal illness or injury, subject to available credits, medical certification and, if required, the opinion of a medical practitioner nominated by the ABC.
- 38.1.5 The ABC may approve personal leave without pay when personal leave credits are exhausted.

**38.2 Definition of 'family'**

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



**38.3 Credits and Debits**

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

**38.4 Supporting Documentation**

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

**38.5 Special Circumstances**

- 38.5.1 Advancement of credits  
If special circumstances exist an employee can apply to the delegate for consideration of advancement of personal leave credits.
- 38.5.2 Conversion to half pay  
At the employee's request, the ABC may approve the conversion of some or all of the employee's full pay personal leave to half pay.
- 38.5.3 Fitness for work  
In circumstances where an employee has been on extended or regular periods of leave due to illness or injury, or where the condition of the employee may be of concern to the ABC, the employee may be directed to attend an independent medical assessment concerning their fitness for duty.
- 38.5.4 Interaction with Annual or Long Service Leave  
An employee absent on annual or long service leave who provides suitable supporting documentation for a period of leave that would otherwise be considered personal leave can be re-credited for the period of the documented absence, where they have appropriate personal leave credits.
- 38.5.5 Interaction with Maternity Leave  
An employee will not be entitled to take personal leave whilst she is entitled to paid maternity leave under the Maternity Leave (Commonwealth Employees) Act 1973. An employee absent on unpaid maternity leave can be granted personal leave for any period supported by suitable supporting documentation.
- 38.5.6 Interaction with Worker's Compensation
  - (a) An original medical certificate from a registered medical practitioner (i.e. doctor) will be required where an absence is related to a claim for worker's compensation.
  - (b) An employee in receipt of worker's compensation in excess of 45 weeks will only accrue personal leave on an hours actually worked basis.
- 38.5.7 Maximum period of leave to count as service  
The maximum continuous period of personal leave without pay to count as service is 78 weeks.



**38.5.8 Special War Service provisions**

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

**38.5.9 Recognition of previous service**

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

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**39. Miscellaneous Paid Leave**

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**39.1.1 Compassionate Leave**

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

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

**39.1.2 Other Special Leave**

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

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

**39.1.3 Discretionary Leave**

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

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

**39.1.4 Study Leave**

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

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

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

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

## **40. Long Service Leave**

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

## **41. Parental Leave**

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### **41.1 Maternity Leave**

41.1.1 Female employees of the ABC with 12 months prior service are entitled to take up to 52 weeks Maternity Leave of which 12 weeks will be paid in accordance with the provisions of the Maternity Leave (Commonwealth Employees) Act 1973.

41.1.2 An employee taking Maternity leave may elect to take the paid portion of that leave at half pay over a period of 24 weeks. However, Maternity Leave taken at half pay will not count as service beyond 12 weeks.

41.1.3 Female employees who are ineligible for paid maternity leave may take up to 52 weeks unpaid leave.

41.1.4 Transfer to a safe job

- (a) Where a pregnant employee produces a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of illness or risks arising out of her pregnancy or hazards connected with that position the ABC will, where reasonably practicable, transfer the employee to a safe job.
- (b) Where an employee produces such a medical certificate the ABC may seek an independent medical opinion.
- (c) Where it is not reasonably practicable to transfer the employee to a safe job the ABC will grant, and may require the employee to take, additional paid leave immediately.
- (d) Any such leave is in addition to any of the employee's other leave entitlements and any such period of leave ends on the earlier of either:
  - (i) the end of the period stated on the medical certificate;
  - (ii) the day before the end day of birth; or
  - (iii) the day before the end day of the pregnancy.

### **41.2 Adoption Leave**

41.2.1 Adoption leave is available to employees with 12 or more months continuous service where the adopted child is:

- (a) under five years old; and
- (b) not a child or step child of the employee or the employees' spouse or a child who has previously lived continuously with the employee for at least six months.

41.2.2 An employee wishing to take adoption leave must provide the ABC with adequate notice and documentary evidence of the pending adoption from an appropriate organisation.

41.2.3 Subject to 41.2.4, employees may take up to:

- (a) 2 days unpaid leave to attend any interviews or examinations required to obtain approval for the adoption;
- (b) six weeks paid adoption leave from the date they assume responsibility as the primary carer of the child; and

- (c) 52 weeks unpaid adoption leave at any time within the 12 months following the date the employee assumes responsibility for the child.

41.2.4 The combined period of paid and unpaid adoption leave taken from the date the employee assumes responsibility for the child may not exceed 52 weeks. Provided that where both parents are employees of the ABC and they wish to share the adoption leave, the combined maximum period of leave must not exceed the total leave (paid or unpaid) available to a single employee.

#### **41.3 Spouse/Partner Leave**

- 41.3.1 Spouse/Partner leave is unpaid leave available to an employee when their spouse or partner gives birth to a child.
- 41.3.2 An eligible employee is entitled to a single, unbroken period of leave (short spouse/partner leave) of up to one week taken within the week starting on the day his/her spouse or partner begins to give birth.
- 41.3.3 An eligible employee is entitled to take up to 52 weeks spouse/partner leave at any time within 12 months from the date of the birth of the child so that the eligible employee can be the child's primary care giver. The 52 weeks will be reduced by any period of short spouse/partner leave or personal leave taken by the employee.
- 41.3.4 An employee whose spouse or partner gives birth may use up to 10 days of their personal leave for caring purposes.
- 41.3.5 An employee wishing to take spouse/partner leave must provide the ABC with suitable notice and supporting documentation.

#### **41.4 Parental Leave to Count as Service**

- 41.4.1 Subject to 41.1.2, paid parental leave counts as service and unpaid parental leave does not count as service.

#### **41.5 Returning to Work from Parental Leave**

- 41.5.1 An employee returning from parental leave is entitled to return:
  - (a) to the position they held prior to the start of that leave; or
  - (b) if they were promoted or voluntarily transferred to a new position during the period of that leave, to the new position; or
  - (c) if prior to that leave they began working part-time because of the pregnancy or adoption, to the position they held immediately before starting to work part-time.
- 41.5.2 If the employee's pre parental leave position no longer exists and the employee is qualified and able to work in another position, the employee is entitled to return to:
  - (a) that position; or
  - (b) if there are 2 or more positions, to the position that is nearest in status and remuneration to the former position.
- 41.5.3 An employee returning from Parental leave may request to work part time in accordance with subclause 14.2 Initiation of Part Time Employment.

### **42. Purchased Leave**

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#### **42.1 Purchased Leave Agreement**

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

- 42.1.2 The purchased leave agreement will be in writing, in advance, and will specify:
- (a) the amount of leave to be purchased;
  - (b) the amount of salary to be deducted each fortnight; and
  - (c) the anticipated dates when the purchased leave will be taken.
- 42.1.3 Modifications can be made to the purchased leave agreement where mutually agreed.
- 42.1.4 Either the employee or the ABC can terminate the agreement with 2 weeks notice.

## **42.2 Related Conditions**

- 42.2.1 The fortnightly salary deductions for purchased leave will be calculated on the basis of the employee's ongoing salary (including annual buyout, district, first aid and clothing allowance where applicable) at the time of purchase. Higher duties allowance will not be included in the purchase cost and will not be paid to the employee during periods of purchased leave.
- 42.2.2 Unless otherwise agreed, purchased leave not taken in accordance with the purchased leave agreement will be reimbursed to the employee at the rate at which it was purchased.
- 42.2.3 Where, during the 12 month period in which the salary deductions for purchased leave are scheduled:
- (a) an employee ceases employment with the ABC; or
  - (b) the purchased leave agreement ceases to operate;
- and
- (c) payments for purchased leave taken remain outstanding
- the amount outstanding must be repaid in full and may be deducted from any termination payment or amount owing to the employee.
- 42.2.4 Purchased leave will count as service for all purposes.
- 42.2.5 Purchased leave is not annual leave and does not attract an annual leave loading.

## **43. Leave Without Pay**

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- 43.1.1 The ABC may approve leave without pay (LWOP) for periods up to 12 months having regard to operational requirements. Leave may be granted for a range of reasons including:
- (a) study purposes;
  - (b) to accompany a partner on a temporary posting;
  - (c) compassionate or caring reasons;
  - (d) secondments and exchanges;
  - (e) additional recreational purposes;
  - (f) other special circumstances considered appropriate to the interests of the ABC and the individual.
- 43.1.2 The ABC may also approve periods of LWOP or extensions of LWOP in excess of 12 months. Grants of LWOP in these cases may be for special circumstances, including but not limited to:
- (a) study reasons in the interests of the ABC;
  - (b) for an employee to take up full time service for an extended period with the Australian Defence Force or ally, or the United Nations;
  - (c) to accompany a spouse, employed by a Commonwealth organisation, on an overseas or interstate posting.
- 43.1.3 Unless otherwise approved, LWOP will not count as service for any purpose.
- 43.1.4 Periods of LWOP (not to count as service) will have the following effect on credits:
- (a) personal leave and long service leave - credit deferred by the entire period of the absence greater than five days in any personal leave credit year;
  - (b) annual leave - credit reduced by absences totalling more than five days per calendar year.
- 43.1.5 LWOP will not normally be approved until available annual leave credits are used.

## **Part J Travel and Overseas Postings**

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### **44. Distant Assignments**

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#### **44.1 Definition**

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

#### **44.2 Hours of Work**

- 44.2.1 During a distant assignment, the total of actual work time and travel time shall count as hours worked, provided that travel time shall not include travel beyond eight hours on any day for:
- (a) business class air travel;
  - (b) travel by ship on which accommodation and meals are provided; or
  - (c) travel by train where a sleeping berth is provided.
- 44.2.2 During a distant assignment, the daily ordinary hours will be the prescribed nominal hours. For full time employees the prescribed nominal daily hours are:
- (a) 7 hours 36 minutes for employees working a two week cycle, or
  - (b) 8 hours for employees working a four week cycle.

### **45. General Travel Conditions**

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Travel conditions will be applied in accordance with the ABC guidelines on employee travel.

### **46. Domestic Travelling Allowance**

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#### **46.1 Eligibility**

An employee who undertakes travel on official ABC business and is required to be absent overnight will be paid an allowance in respect of the costs of accommodation, meals and incidental expenses. Where an employee has been transferred permanently to a new locality, travelling allowance will not apply in respect of the transfer.

#### **46.2 Rate of Payment**

The allowance is to be calculated in accordance with the travelling allowance rates notified from time to time by the Department of Employment, Workplace Relations and Small Business.

#### **46.3 Adjustment to Allowance**

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

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

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

**46.5 Reviewed Travelling Allowance**

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

**46.6 Expenses paid by ABC**

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

**47. Overseas Travelling Allowance**

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**47.1 Eligibility**

47.1.1 An employee who undertakes overseas travel on official ABC business will be paid:

- (a) an allowance in respect of meals and incidental expenses to be calculated in accordance with the overseas travel rates reviewed by the ABC from time to time; and
- (b) transport and accommodation expenses in accordance with the ABC International Travel Guidelines.

**47.2 Adjustment**

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

**48. Travel By Air**

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**48.1 Domestic**

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

**48.2 International**

Employees will travel Business Class when travelling on ABC business overseas unless:

- (a) the flight is less than four hours duration;
- (b) the employee is not required to commence work within 11 hours after arriving at their destination; or
- (c) otherwise agreed (in accordance with the guidelines).

**48.3 Objection**

The ABC will not require an employee to undertake work involving air travel if that employee has a reasonable objection to air travel.

**48.4 Special Insurance**

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

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

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

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

- (a) who is involved in travel by aircraft used by the Commonwealth for VIP flights; or

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

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

## **49. Insurance General**

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

## **50. Overseas Posting Conditions**

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- 50.1.1 In respect of employees posted overseas on long term assignment, the ABC will continue to apply the provisions set out in the ABC overseas guidelines ie 'Notes on Overseas Postings', and adjust payments and allowance rates in accordance with overseas allowance variations.
- 50.1.2 Conditions relating to employees posted overseas will be reviewed during the life of this Agreement.

## **Part K Managing Change**

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### **51. Consultation**

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#### **51.1 Principles**

- 51.1.1 The parties recognise that the ABC will continue to change and that the impetus for change may be the result of strategic decisions, audience requirements, new technology or funding issues, amongst other things.
- 51.1.2 The parties recognise that commitment to the implementation of major change is enhanced by the involvement of affected employees in the process of developing change proposals. To this end the parties acknowledge that the effective management of change must involve those employees (and their representatives) who will be affected by the change.
- 51.1.3 The involvement must be based on a process of consultation which means the provision of relevant information, discussion, and providing genuine opportunities for affected employees (and their representatives) to contribute to the decision making process.

#### **51.2 Notification of Change**

- 51.2.1 Where the ABC has developed a formal proposal to introduce changes in organisation structure(s), work practices and/or technology (including computer hardware or software) that is likely to have a significant effect on employees, the ABC will notify the affected employees and their representatives to initiate discussions before implementation of the proposed changes.

#### **51.3 Significant Effect**

- 51.3.1 'Significant effect includes redundancy; major changes in the composition, operation or size of the ABC's workforce or in the skills required; elimination or diminution of job or promotion opportunities; alteration of hours of work (excluding regular roster changes); need for retraining or transfer of employees to other work or locations; restructuring of jobs, or where there are occupational health or safety implications.

#### **51.4 Discussion**

- 51.4.1 Discussions with employees and their representatives referred to above will include but may not necessarily be limited to:
  - (a) reason(s) for the change from existing technology, system(s), practice or organisation;
  - (b) the measures taken (or to be taken) by the ABC to avert or mitigate the possible adverse effects the changes may have on employees;
  - (c) training, retraining, skill or qualification requirements;
  - (d) assessment of the availability of required skills;
  - (e) consideration of other alternatives, if any;
  - (f) occupational health and safety implications, if any;
  - (g) accommodation implications, if any;
  - (h) the capacity of any proposed technology or system to monitor employees' work performance, or to have an impact on an employee's privacy;
  - (i) job classification changes;
  - (j) trialing and evaluation procedures;
  - (k) schedule for implementation; and
  - (l) the impact, if any, on areas which may be indirectly affected by the change.
- 51.4.2 For the purpose of the discussions, the ABC will make available (in writing where practicable) all relevant information about the changes, as outlined above, provided that the ABC will not be required to disclose information which is 'commercial in confidence'.
- 51.4.3 The ABC will give prompt consideration to matters raised by employees and their representatives in relation to the changes.



## Part L Redundancy

### 52. Redundancy

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

#### 52.1 Reasons for Redundancy

52.1.1 An employee is redundant where:

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

#### 52.2 Exclusions

52.2.1 This clause does not apply to:

- (a) Fixed term or specified task employees;
- (b) Employees on probation; or
- (c) Casual employees.

#### 52.3 Consultation

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

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

52.3.2 Provided that where the matters required to be discussed under this clause are covered in discussions under **Clause 51. Consultation**, those discussions will also be regarded as satisfying the requirements of this clause.

#### 52.4 Notification of Redundancy

52.4.1 Where, following initial discussions and completion of a redundancy selection process if applicable, the ABC has determined that an employee is redundant for a reason or reasons specified in 52.1, the ABC will ensure that the employee receives written notification inviting them to consider and choose from the following options:

- (a) To accept immediate retrenchment under 52.8.1(a); or
- (b) To explore redeployment and retraining opportunities in accordance 52.5.

52.4.2 In the event the employee fails to advise the ABC of their choice within seven days of being informed under 52.4.1, the employee will be deemed to have chosen option (a) above.

- 52.4.3 An employee who is absent on approved annual leave, long service leave or leave without pay at the date of notification under 52.4.1 will be entitled to complete that leave and will not be required to make the choice under 52.4.1 until the conclusion of that leave, unless they agree otherwise. If the employee decides to complete their leave, that decision will not of itself delay progression of the reason/s giving rise to the redundancy.

## **52.5 Redeployment and Retraining Period**

- 52.5.1 If an affected employee chooses to explore redeployment and retraining opportunities, the ABC will:
- (a) make an assessment of their competencies;
  - (b) provide advice on employment options;
  - (c) canvass work areas for possible suitable vacancies;
  - (d) assess reasonable retraining options;
  - (e) assist with interview and job search skills;
  - (f) take other appropriate action.
- 52.5.2 At the employee's discretion, the ABC will continue to explore redeployment and retraining possibilities for up to six weeks from the date the employee was first notified under 52.4.1 that they are redundant.
- 52.5.3 An employee who takes personal leave during the redeployment and retraining period may apply, on production of a medical certificate, for an extension of the redeployment period for a period equal to the personal leave taken. An extension of the redeployment period will be at the discretion of the ABC, depending on the employee's prospects of redeployment and any other factor it considers relevant. If the period of personal leave is more than two weeks and the ABC declines an application for an extension, the employee will, in addition to the retrenchment payments set out in 52.9.1 receive a payment equal to the period of personal leave taken up to a maximum of four weeks.

## **52.6 Decision to Redeploy**

- 52.6.1 The ABC may redeploy an employee to a vacant position at or below the employee's substantive salary, provided that:
- (a) The employee is assessed by the ABC as possessing the competencies required for the position, or may be able to attain those competencies with reasonable training; and
  - (b) The employee agrees to the redeployment.
- 52.6.2 Where an employee is to be redeployed to a position at a lower substantive salary band, they will be entitled to income maintenance from the date of redeployment. The duration of income maintenance will be calculated incrementally at the rate of four weeks for each year (or part year thereof to a completed month) of continuous service. The minimum period of income maintenance will be 12 weeks and the maximum period 44 weeks.
- 52.6.3 Salary for income maintenance purposes will be fixed in dollar terms other than for increases applying under clause 15.1. Salary for income maintenance purposes will include any regular shift penalties received (on average) over the 12 months preceding the date of redeployment.
- 52.6.4 The amount of income maintenance will be reduced by the amount of any increase payable through the performance management system.

## **52.7 Substitution**

- 52.7.1 The ABC may at its discretion canvass interest for voluntary retrenchment from employees in substitution for the affected employee.
- 52.7.2 In assessing the viability of substitution, the ABC will have regard to the relative competency, experience and efficiency of the employees in question. The final decision in relation to substitution will rest with the ABC.
- 52.7.3 Where the ABC agrees to a substitution:
- (a) the substitute employee will, as soon as practicable, be formally notified that they are to be retrenched in accordance with 52.8.1(c); and
  - (b) the original employee will be redeployed.

**52.8 Notification of Retrenchment**

- 52.8.1 The ABC will formally notify an employee in writing that they are to be retrenched if
- (a) following initial discussions they do not wish to examine redeployment and retraining options; or
  - (b) after choosing to examine redeployment and retraining options no suitable alternative employment has been found; or
  - (c) the employee has agreed to be substituted under 52.7.

**52.9 Payments**

- 52.9.1 An employee who is retrenched will receive:

- (a) notice or payment in lieu of notice:

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

Provided that payment in lieu of notice will require employee agreement in the case of an employee who is notified that they are to be retrenched under 52.8.1(b).

- (b) a severance payment equal to four weeks' salary for every completed year of service for the first five years and three weeks' salary for every completed year of service thereafter to a maximum of 24 years' service. Pro rata calculation to the nearest completed month of service applies after the first year.
  - (c) any unpaid long service leave and pro rata long service leave.
  - (d) any unpaid annual leave and annual leave bonus.
  - (e) payment in lieu for the un-worked portion of the redeployment and retraining period specified in 52.5.2, where the employee (other than a substitute employee under 52.7) leaves before the expiration of the six week period.
- 52.9.2 Unless otherwise agreed, 'service' means continuous service with the ABC (provided that any break between periods of employment is not greater than two months) and/or:
- (a) previous Commonwealth service where the employee transferred to the ABC under Public Service Act Mobility provisions or former recognised arrangements such as the *Public Service - Officers' Rights Declaration Act*; and/or
  - (b) the Australian Defence Force (ADF).

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

- 52.9.3 For the purpose of calculating any payment under 52.9.1, 'salary' will include:

- (a) the employee's base salary;
- (b) higher duties allowance where the employee has been acting for a continuous period of at least 12 months immediately prior to the date of formal notification of retrenchment under 52.8;
- (c) regular shift penalties paid (on average) over the 12 months immediately preceding the date of formal notification, provided the employee has been paid penalties for at least half the pay periods over that period; and

- (d) other allowances in the nature of salary which are paid during periods of annual leave, excluding allowances which are reimbursement for expenses incurred, or payment for disabilities associated with the performance of duty.

52.9.4 Retrenched-employees who exercise their right under the mobility provisions of the Public Employment (Consequent and Transitional) Act 1999 to seek reappointment to the Australian Public Service will not be eligible for the payments under this clause.

#### **52.10 Re-engagement**

52.10.1 An employee who is paid a retrenchment benefit will not be re-engaged by the ABC within 12 months of their retrenchment, without the approval of the Managing Director.

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

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### **53.      Misconduct**

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#### **53.1      Definition**

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

#### **53.2      Process**

- 53.2.1 Where an allegation of misconduct is made, the employee will be:
- (a) Advised in writing of the nature of the alleged misconduct;
  - (b) Advised that at any stage during these or subsequent proceedings they may choose to be accompanied or represented by a person of their choice;
  - (c) Advised in writing of the process to be undertaken by the ABC to determine whether the alleged misconduct is substantiated; and
  - (d) In the event that an investigation is required, the employee will be advised in writing that an independent investigator will be appointed by the ABC. The investigator will be a person who has had no involvement in the misconduct or disciplinary proceedings, and will report their findings back to the relevant delegate;
  - (e) Provided with a right of access to any material relied upon and relevant to the allegation;
  - (f) Given an opportunity to respond and/or explain their actions or inactions and any mitigating factors they seek to have taken into consideration, provided that explanation is provided in a timely manner.
- 53.2.2 Where the ABC forms the view that the alleged misconduct, is likely to constitute serious misconduct, the ABC will advise the employee of that view at the earliest opportunity.

#### **53.3      Suspension**

- 53.3.1 Where the nature or seriousness of the alleged misconduct is such that it is reasonable to suspend the employee from duty, the ABC may suspend the employee with or without pay while an investigation is conducted.
- 53.3.2 An employee on suspension either with or without pay will not attend his/her place of work unless authorised by the ABC.
- 53.3.3 The ABC may grant an employee access to accrued annual and/or long service leave during a period of unpaid suspension.
- 53.3.4 Where an investigation concludes that misconduct is not substantiated, or the nature of the misconduct does not warrant the withholding of pay during the period of suspension, the employee will be reimbursed for ordinary pay withheld during the suspension and any paid leave taken by the employee during the suspension will be restored.

**53.4 Disciplinary Action**

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

- (a) Reprimand the employee;
  - (b) Issue a written warning to the employee;
- and in the case of serious misconduct
- (c) Transfer the employee to another position at an equal or lower salary;
  - (d) Withhold the employee's salary for part or all of the period of suspension
  - (e) Reduce the employee's salary within the band
  - (f) Dismiss the employee with notice or payment in lieu in accordance with the relevant provisions of **clause 55. Termination of Employment**; or
  - (g) Dismiss the employee without notice where the misconduct is of such a nature that it would be unreasonable to require the ABC to continue the employment during the required period of notice.

53.4.2 The ABC may, in its discretion, determine that although the misconduct is substantiated, no disciplinary action should be taken, but the employee will be counselled and the counselling recorded on the employee's file.

**53.5 Written Warnings**

53.5.1 Where a written warning is issued, a copy will be placed on the employee's personal file and a copy given to the employee.

53.5.2 The warning will identify any corrective action to be taken, and that failure to comply with the corrective action may lead to further disciplinary action, including dismissal.

53.5.3 The warning will remain in effect for a period of two years from the date issued.

53.5.4 Where an employee has received two written warnings and those warnings are effective in accordance with 53.5.3, the employee will be advised that any further instance of misconduct within the next two years may result in dismissal.

**53.6 Summary Dismissal**

Nothing in this Agreement limits or affects in any way the ABC's right to dismiss an employee summarily if the employee has committed serious misconduct of such a nature that it would be unreasonable to require the ABC to continue the employment during the required period of notice.

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**54. Medical Incapacity & Rehabilitation**

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**54.1 Case Management**

54.1.1 Where an employee is, or is likely to be, incapable of performing their job for an extended period of time due to medical reasons the ABC will manage the case in accordance with medical advice to assist with the employee's rehabilitation.

54.1.2 For the purposes of this clause, the ABC may direct an employee to attend a medical assessment by an independent medical practitioner.

**54.2 Rehabilitation**

54.2.1 Where a medical assessment indicates that an employee will not be able to return to their full work capacity within a reasonable time frame, the ABC may review the continued employment of the employee and take such action as is appropriate.

- 54.2.2 Appropriate action will depend on the circumstances of the individual case but may include:
- (a) implementing a rehabilitation plan;
  - (b) considering whether the employee could perform the inherent requirements of their pre-injury role with reasonable adjustment or accommodation of the employee's medical condition, taking into account the ABC's operational requirements;
  - (c) transfer to another suitable role, including one at a lower salary band where medical advice indicates the proposed duties are suitable;
  - (d) providing training and development for a reasonable period of time to assist with a career change; or
  - (e) termination of employment.
- 54.2.3 An employee will adhere to a rehabilitation plan implemented by the ABC in accordance with medical advice.
- 54.2.4 Where an employee refuses to adhere to a rehabilitation plan, an independent medical opinion will be sought to assess the suitability of the plan.

### **54.3 Salary Reduction & Termination**

- 54.3.1 Should the rehabilitation of an employee with a non-worker's compensation injury fail to result in either a return to their pre-injury role or redeployment to a suitable permanent role within 12 months of their date of injury the ABC may direct the employee to perform duties the employee has been assessed as being fit to perform and the ABC may reduce the employee's salary to correspond with the level of those duties. Provided that:
- (a) Where necessary, independent medical advice will be sought to assess the level at which the employee is fit to work; and
  - (b) Where 12 months after the date of injury the employee continues to have a personal leave entitlement, they may utilise this entitlement to maintain their salary at the level of their pre-injury normal weekly earnings until such time as their personal leave is exhausted.
- 54.3.2 Failure to adhere to a rehabilitation plan that has been assessed as being suitable constitutes misconduct under subclauses 53.1.1(a) and (f) and the ABC may implement appropriate disciplinary action, including giving notice of termination of employment.
- 54.3.3 The ABC will not proceed with termination on medical grounds within a period of 52 weeks from the date of injury without the employee's agreement or unless the termination is in accordance with 54.3.2 and the provisions of the relevant superannuation legislation.

## **55. Termination of Employment**

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### **55.1 Basis for Termination**

- 55.1.1 Subject to 55.2.2, the ABC may terminate an employee's employment on the following basis:
- (a) Summarily, if the employee is guilty of serious misconduct such that it would be unreasonable to require the ABC to continue the employment of the employee during the required period of notice.
  - (b) On notice (or the provision of payment in lieu of notice), on the following grounds:
    - (i) Redundancy (in accordance with **clause 52.**)
    - (ii) Medical incapacity (in accordance with **clause 54.**)
    - (iii) Unsatisfactory performance (in accordance with **clause 21.**)
    - (iv) Misconduct (in accordance with **clause 53.**)
    - (v) Abandonment of employment.

**55.2 Notice on Termination**

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

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
<i>Up to and including 12 months .....</i>	<i>Two weeks</i>
<i>Over 12 months and under five years .....</i>	<i>Four weeks</i>
<i>Five years and over.....</i>	<i>Six weeks</i>

55.2.2 Subclauses 55.1 and 55.2 will not apply in the case of

- (a) a fixed term or specified task employee whose employment ceases when the period or task for which they were employed has ended. The ABC may summarily dismiss a fixed term or specified task employee in appropriate circumstances.
- (b) a probationary employee, whose employment may be terminated on one week's notice. Provided that a probationary trainee or cadet with more than six months service may have their employment terminated on two week's notice. The ABC may summarily dismiss a probationary employee in appropriate circumstances.
- (c) a casual employee whose employment ceases when the period for which they were employed has ended.

**56. Resignation or Retirement**

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

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

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



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

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### **57. Personal Grievance Resolution**

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- 57.1.1 Personal grievances between employees, or between an employee and their manager, will be dealt with in a manner that:
- (a) promotes timely resolution in the workplace;
  - (b) is fair and equitable, having regard to natural justice, good conscience and the merits of the case.
- 57.1.2 Consistent with these principles, personal grievances will be dealt with in accordance with the ABC Personal Grievance Policy.

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

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#### **58.1 Objectives**

- 58.1.1 It is the intention of the Parties to make genuine attempts to prevent and resolve disputes arising about the application of this Agreement at the workplace level.
- 58.1.2 The procedures set out in this clause provide a framework to facilitate the prevention and the resolution of dispute initially at the workplace level, and if required, through alternative dispute resolution procedures and arbitration.
- 58.1.3** Where either party chooses to be represented at any stage of the dispute resolution process, the representative must also cooperate with and be bound by the provisions of this clause.

#### **58.2 Continuation of Work**

- 58.2.1 Work as normal will continue while a matter is being resolved except in circumstances of a genuine occupational health and safety risk. In these circumstances an employee will not be required to work in an unsafe environment but will undertake suitable alternative work until the matter is resolved.

#### **58.3 Internal Process**

- 58.3.1 It is the responsibility of the ABC and the employees bound by this Agreement to take reasonable and genuine internal steps to prevent or settle disputes by discussion and, if necessary, by negotiation. In each instance the steps taken shall be timely and appropriate to the early settlement of the matters in dispute. The following internal steps will be applied:
- (a) Initially an employee should identify the matter in dispute and discuss it with their local manager or State Human Resources.
  - (b) Where this does not resolve the concern, the issue in dispute will be put in writing and referred to more senior levels of management within the relevant Divisions and to Federal Human Resources.

#### **58.4 Alternative Processes**

- 58.4.1 Where, following the completion of the processes in 58.3, a dispute is not resolved, the ABC and the employee must discuss, at a meeting or by correspondence, an alternative mechanism for the resolution of the dispute. The discussion may include the identity of the appropriate provider and the cost of any alternative dispute resolution process. The ABC and the employee may agree to refer the dispute to either the AIRC or to another body or person (ADR Provider) to conduct an alternative dispute resolution process in relation to the dispute.
- 58.4.2 The ADR Provider may conduct the following alternative dispute resolution processes to assist the ABC and the employee to resolve the dispute:
- (a) mediation;
  - (b) conciliation;

- (c) assisted negotiation; or
- (d) case appraisal.

58.4.3 In conducting the alternative dispute resolution process, the ADR Provider may:

- (a) arrange for conferences between the ABC and the employee;
- (b) convene conferences between the ABC and the employee; and
- (c) meet with the ABC or the employee separately but with the knowledge of the other party.

58.4.4 In conducting the alternative dispute resolution process, the ADR Provider cannot:

- (a) compel a person to do anything;
- (b) determine the rights or obligations of the ABC or the employee;
- (c) make an award in relation to the matter, or matters, in dispute;
- (d) make an order in relation to the matter, or matters, in dispute; or
- (e) appoint a board of reference.

58.4.5 The conduct of the alternative dispute resolution process by the ADR Provider must be in accordance with the provisions in relation to privacy as set out in section 702 of the Workplace Relations Act 1996.

58.4.6 The alternative dispute resolution is complete if ABC and the employee agree the dispute is resolved or if either the ABC or the employee informs the ADR Provider that a party no longer wishes to continue with the process, or if the ADR Provider advises the ABC and the employee that in their opinion the dispute cannot be resolved through the alternative dispute resolution process.

58.4.7 The costs of the alternative dispute resolution process will be met by the ABC. Prior to the commencement of the alternative dispute resolution process the ABC will advise the employee of the funding available for the resolution of the dispute. The amount may be amended by the ABC during the alternative dispute resolution process

## **58.5 Referral for Arbitration**

58.5.1 If the dispute is not finalised, or there are outstanding matters to resolve, the ABC or the employee may submit the matters remaining in dispute for arbitration. The arbitrator will be the AIRC or, if mutually agreed, another independent arbitrator.

58.5.2 Neither the ABC nor the employee, nor a representative of the ABC or the employee, may refer a matter to the arbitrator under 58.5.1 unless the processes outlined in 58.2, 58.3 and 58.4.1 have been completed.

58.5.3 Prior to the commencement of an arbitration, the party notifying the dispute must provide the arbitrator with:

- (a) details of the process or steps taken to resolve the dispute at the workplace level and under the alternative dispute resolution process;
- (b) the specific provisions of the Agreement relevant to the dispute;
- (c) the matters requiring resolution;
- (d) and provide a copy to the other party.

58.5.4 Prior to the commencement of an arbitration, the ABC and the employee will provide the arbitrator with, and serve on the other:

- (a) a list of the witnesses each party will be calling;
- (b) witness statements setting out the evidence to be relied upon;
- (c) copies of documents to be relied upon; and
- (d) a statement of agreed facts.

**58.6 Powers of the Arbitrator**

- 58.6.1 In conducting the arbitration, the arbitrator may:
- (a) make directions in relation to procedural matters regarding the arbitration;
  - (b) take evidence on oath or affirmation about matters relevant to the dispute;
  - (c) summon to appear before the arbitrator any witnesses or persons whose presence the arbitrator believes would assist in the resolution of the dispute;
  - (d) compel the production of documents that relate to the matter arising under this Agreement;
  - (e) arbitrate and determine the dispute in the absence of any party to the dispute or other person who has been notified of the dispute or who has been summoned to appear;
  - (f) at the request of the ABC and the employee, make a recommendation about particular aspects of the matter about which they are unable to reach agreement. The recommendation may be in writing;
  - (g) make a determination about the matters in dispute;
  - (h) provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed by the ABC and the employee that written reasons are not required.
- 58.6.2 The powers of the arbitrator under this clause are limited in their application by the matters in dispute as outlined by the ABC and the employee in accordance with 58.5.3(c).
- 58.6.3 In conducting the further dispute resolution process, the Commission cannot:
- (a) make an award in relation to the matter, or matters, in dispute;
  - (b) make an order in relation to the matter, or matters, in dispute; or
  - (c) appoint a board of reference.
- 58.6.4 In exercising any of the functions or powers set out in 58.6, the arbitrator must:
- (a) apply the rules of natural justice, and ensure that both the ABC and the employee have a reasonable opportunity to be heard;
  - (b) have regard to the established principles for dealing with disputes about an employer's managerial prerogative, including editorial decisions;
  - (c) act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form.
- 58.6.5 Subject to any appeal, any determination or direction the arbitrator makes in relation to a dispute will be accepted by all affected persons, and the ABC and the employee will comply with any direction or request, be it final or procedural.
- 58.6.6 Subclause 58.5 will not apply to disputes in relation to decisions that are subject to appeal against a selection decision in accordance with **subclause 10.8 Right of Appeal Against a Selection Decision**.
- 58.6.7 Subclause 58.5 will only apply to a dispute regarding a salary outcome or rating of an Appraisal, or a dispute arising where an employee believes that they have regularly been performing, and were required to perform, tasks beyond the level specified in their Job Plan, if the process outlined in **subclause 20.8 Reconsideration and Appeal Against an Appraisal Decision** has been completed. It will not apply where there is a dispute over an issue of merit.
- 58.6.8 No determination or recommendation may be made that is inconsistent with the terms of the Agreement.

**58.7 Appeal of determination or direction**

- 58.7.1 The ABC or the employee, or a chosen representative on their behalf, may apply to the President of the AIRC to appeal a decision or direction of the AIRC in relation to that dispute within 21 days of the AIRC making that determination or direction.
- 58.7.2 Where a party to a dispute has applied to appeal a decision or direction of the AIRC pursuant to 58.7.1, a Full Bench or Presidential Member may, on application, on such terms and conditions as the Full Bench or Presidential Member considers appropriate, order that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal or until further order of a Full Bench or Presidential Member.

58.7.3 On the hearing of the appeal, the Full Bench may do one or more of the following:

- (a) confirm, quash or vary the decision or direction concerned; or
- (b) direct the member of the AIRC whose decision or direction is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.

SIGNED:

s.22 - Irrelevant information

Managing Director

for and on behalf of the Australian Broadcasting Corporation

Date: 5 June 2006

SIGNED:

s.22 - Irrelevant information

ABC Section Secretary

for and on behalf of the Community and Public Sector Union

Date: 5<sup>th</sup> December 2006

SIGNED:

s.22 - Irrelevant information

Federal Secretary

for and on behalf of the Media Entertainment and Arts Alliance

Date: December 4, 2006

## Schedule A Salary Rates

		10-Jul-06	First full pay period to commence in		
		3.00%	Dec-06	Jul-07	Jul-08
			2.00%	4.00%	3.00%
<b>Band 9</b>	<b>Min. Rate</b>	\$82,185	\$83,829	\$87,182	\$89,797
<b>Band 8</b>	Pt. 40	\$79,353	\$80,940	\$84,178	\$86,703
	Pt. 39	\$76,838	\$78,375	\$81,510	\$83,955
	Pt. 38	\$75,164	\$76,667	\$79,734	\$82,126
	Pt. 37	\$73,494	\$74,964	\$77,963	\$80,302
	Pt. 36	\$71,824	\$73,260	\$76,190	\$78,476
<b>Band 7</b>	Pt. 35	\$70,153	\$71,556	\$74,418	\$76,651
	Pt. 34	\$68,485	\$69,855	\$72,649	\$74,828
	Pt. 33	\$66,813	\$68,149	\$70,875	\$73,001
	Pt. 32	\$65,478	\$66,788	\$69,460	\$71,544
	Pt. 31	\$64,141	\$65,424	\$68,041	\$70,082
<b>Band 6</b>	Pt. 30	\$62,806	\$64,062	\$66,624	\$68,623
	Pt. 29	\$61,468	\$62,697	\$65,205	\$67,161
	Pt. 28	\$60,131	\$61,334	\$63,787	\$65,701
	Pt. 27	\$58,883	\$60,061	\$62,463	\$64,337
	Pt. 26	\$57,624	\$58,776	\$61,127	\$62,961
<b>Band 5</b>	Pt. 25	\$56,377	\$57,505	\$59,805	\$61,599
	Pt. 24	\$55,121	\$56,223	\$58,472	\$60,226
	Pt. 23	\$53,867	\$54,944	\$57,142	\$58,856
	Pt. 22	\$52,612	\$53,664	\$55,811	\$57,485
<b>Band 4</b>	Pt. 21	\$51,365	\$52,392	\$54,488	\$56,123
	Pt. 20	\$50,110	\$51,112	\$53,156	\$54,751
	Pt. 19	\$48,772	\$49,747	\$51,737	\$53,289
	Pt. 18	\$47,438	\$48,387	\$50,322	\$51,832
	Pt. 17	\$46,100	\$47,022	\$48,903	\$50,370
<b>Band 3</b>	Pt. 16	\$44,767	\$45,662	\$47,488	\$48,913
	Pt. 15	\$43,433	\$44,302	\$46,074	\$47,456
	Pt. 14	\$42,221	\$43,065	\$44,788	\$46,132
	Pt. 13	\$41,042	\$41,863	\$43,538	\$44,844
<b>Band 2</b>	Pt. 12	\$39,859	\$40,656	\$42,282	\$43,550
	Pt. 11	\$38,682	\$39,456	\$41,034	\$42,265
	Pt. 10	\$37,732	\$38,487	\$40,026	\$41,227
	Pt. 9	\$36,790	\$37,526	\$39,027	\$40,198
	Pt. 8	\$35,841	\$36,558	\$38,020	\$39,161
<b>Band 1</b>	Pt. 7	\$34,899	\$35,597	\$37,021	\$38,132
	Pt. 6	\$33,747	\$34,422	\$35,799	\$36,873
	Pt. 5	\$32,753	\$33,408	\$34,744	\$35,786
	Pt. 4	\$31,967	\$32,606	\$33,910	\$34,927
	Pt. 3	\$31,177	\$31,801	\$33,073	\$34,065
	Pt. 2	\$30,395	\$31,003	\$32,243	\$33,210
	Pt. 1	\$29,604	\$30,196	\$31,404	\$32,346

Salary rate defined for the purposes of subclause 19.4 of the Agreement.

Rate "a"	\$125,955	\$128,474	\$133,613	\$137,621
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## Schedule B Salary Rates

		10-Jul-06	First full pay period to commence in		
		3.00%	Dec-06	Jul-07	Jul-08
			2.00%	4.00%	3.00%
<b>Band 9</b>	<b>Min. Rate</b>	\$85,391	\$87,099	\$90,583	\$93,300
<b>Band 8</b>	Pt. 40	\$82,561	\$84,212	\$87,580	\$90,207
	Pt. 39	\$80,042	\$81,643	\$84,909	\$87,456
	Pt. 38	\$78,371	\$79,938	\$83,136	\$85,630
	Pt. 37	\$76,703	\$78,237	\$81,366	\$83,807
	Pt. 36	\$75,032	\$76,533	\$79,594	\$81,982
<b>Band 7</b>	Pt. 35	\$73,362	\$74,829	\$77,822	\$80,157
	Pt. 34	\$71,692	\$73,126	\$76,051	\$78,333
	Pt. 33	\$70,021	\$71,421	\$74,278	\$76,506
	Pt. 32	\$68,686	\$70,060	\$72,862	\$75,048
	Pt. 31	\$67,348	\$68,695	\$71,443	\$73,586
<b>Band 6</b>	Pt. 30	\$65,749	\$67,064	\$69,747	\$71,839
	Pt. 29	\$64,411	\$65,699	\$68,327	\$70,377
	Pt. 28	\$63,077	\$64,339	\$66,913	\$68,920
	Pt. 27	\$61,827	\$63,064	\$65,587	\$67,555
	Pt. 26	\$60,318	\$61,524	\$63,985	\$65,905
<b>Band 5</b>	Pt. 25	\$59,071	\$60,252	\$62,662	\$64,542
	Pt. 24	\$57,812	\$58,968	\$61,327	\$63,167
	Pt. 23	\$56,560	\$57,691	\$59,999	\$61,799
	Pt. 22	\$55,245	\$56,350	\$58,604	\$60,362
<b>Band 4</b>	Pt. 21	\$53,933	\$55,012	\$57,212	\$58,928
	Pt. 20	\$52,613	\$53,665	\$55,812	\$57,486
	Pt. 19	\$51,210	\$52,234	\$54,323	\$55,953
	Pt. 18	\$49,809	\$50,805	\$52,837	\$54,422
	Pt. 17	\$48,402	\$49,370	\$51,345	\$52,885
<b>Band 3</b>	Pt. 16	\$47,005	\$47,945	\$49,863	\$51,359
	Pt. 15	\$45,605	\$46,517	\$48,378	\$49,829
	Pt. 14	\$44,328	\$45,215	\$47,024	\$48,435
	Pt. 13	\$43,094	\$43,956	\$45,714	\$47,085
<b>Band 2</b>	Pt. 12	\$41,851	\$42,688	\$44,396	\$45,728
	Pt. 11	\$40,615	\$41,427	\$43,084	\$44,377
	Pt. 10	\$39,620	\$40,412	\$42,028	\$43,289
	Pt. 9	\$38,630	\$39,403	\$40,979	\$42,208
	Pt. 8	\$37,634	\$38,387	\$39,922	\$41,120
<b>Band 1</b>	Pt. 7	\$36,644	\$37,377	\$38,872	\$40,038
	Pt. 6	\$35,434	\$36,143	\$37,589	\$38,717
	Pt. 5	\$34,390	\$35,078	\$36,481	\$37,575
	Pt. 4	\$33,567	\$34,238	\$35,608	\$36,676
	Pt. 3	\$32,736	\$33,391	\$34,727	\$35,769
	Pt. 2	\$31,914	\$32,552	\$33,854	\$34,870
	Pt. 1	\$31,084	\$31,706	\$32,974	\$33,963

Salary rate defined for the purposes of subclause 19.4 of the Agreement.

Rate "a"	\$125,955	\$128,474	\$133,613	\$137,621
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## Schedule C Allowances

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

1. **Meal Allowance** \$21.90

2. **Private Vehicle Allowance**

<i>Engine Capacity (Non-Rotary)</i>	<i>Engine Capacity (Rotary Engine)</i>	<i>Rate Per Kilometre Travelled</i>
Above 2,600cc	Above 1,300cc	67cents
1,601 to 2,600cc	801 to 1,300cc	66cents
1,600 and under	800cc and under	55cents

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

3. **District Allowance**

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

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

4. **Television Clothing Allowance**

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

5. **First Aid Allowance** \$18.50 per fortnight.



## **Schedule D          Darwin Airfares**

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

Employees in Alice Springs will continue to receive Isolated Locality Airfares in accordance with paragraph 31.2.1 of the Agreement. However employees in Alice Spring may choose, should they wish, to take this entitlement as a taxable lump sum payment equal to the cash value of a full economy return airfare from Alice Springs to Adelaide for them and their dependants plus a 35% loading paid through the ABC payroll system.





Australian Government  
Office of the Employment Advocate

06 December 2006

Agreement number: 061256294

AUSTRALIAN BROADCASTING CORPORATION  
GPO Box 9994  
SYDNEY NSW 2001

### Declaration Receipt – Union collective agreement

This receipt confirms that the Employment Advocate has received a declaration form from the employer, AUSTRALIAN BROADCASTING CORPORATION, on 06 December 2006.

The employer has declared that a copy of a union collective agreement was lodged. The employer's declaration applies to the agreement named in the declaration form as ABC EMPLOYMENT AGREEMENT 2006-2009. A union collective agreement starts operating on the date of lodgement.

Within 21 days of receiving this receipt, the employer must take reasonable steps to give copies of this receipt to all employees whose employment is subject to the union collective agreement at the time the employer receives this receipt. If the employer does not give copies of this receipt to these employees, an employer who is an individual may be liable for a penalty of up to \$3,300 and an employer who is a body corporate may be liable for a penalty of up to \$16,500.

The Australian Fair Pay and Conditions Standard, in the Workplace Relations Act 1996, sets five minimum conditions. The minimum conditions in the Standard will apply, if the conditions in the union collective agreement are less favourable to the employee. Additionally, certain protected award conditions are included in the union collective agreement, unless the agreement specifically excludes or changes these protected award conditions.

You should keep this receipt for your records. If you have any questions in relation to this receipt or the union collective agreement, please contact the Office of the Employment Advocate on 1300 366 632 and quote the agreement number at the top of this receipt.

More information about your rights and obligations is also available in the fact sheet, My Workplace Agreement.

**s.22 - Irrelevant information**

EMPLOYMENT ADVOCATE

## Community Language Information

## English

This receipt was issued by the Office of the Employment Advocate (OEA) and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the OEA through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the OEA.

## Arabic

هذا الإيصال صادر عن مكتب المدافع عن الحقوق المتعلقة بالتوظيف، وهو يعرض معلومات عن اتفاقيات أماكن العمل. إذا كنت لا تستطيع قراءة اللغة الإنكليزية واحتجت لمساعدة في فهم هذه المعلومات، يرجى الاتصال بـ OEA عن طريق خدمة الترجمة الخطية والشفهية على الرقم 13 14 50. سيتم OEA بنفع رسوم خدمة الترجمة الهاتفية هذه.

## Chinese

此收据由就业咨询局 (Office of the Employment Advocate, 简称 OEA) 签发，其中提供了有关工作场所协议的信息。如果你不能阅读英文而需要帮助了解此资料，请致电 13 14 50，通过翻译与传译服务与 OEA 联系。该电话传译服务之费用将由 OEA 支付。

## Croatian

Ova priznanica koju je izdao Zastupnički ured za radne odnose (Office of the Employment Advocate – OEA) pruža obavijesti o ugovorima o radu (workplace agreements). Ako ne možete čitati engleski i potrebna vam je pomoć za razumijevanje ovih obavijesti, molimo vas, nazovite OEA putem Službe prevoditelja i tumača na broj 13 14 50. Ove usluge telefonske službe tumača plaća OEA.

## Farsi

این رسید توسط اداره حامی استخدام (Office of the Employment Advocate (OEA) صادر شده است و اطلاعاتی درباره توافق های محل کار را عرضه می کند. اگر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات نیاز به کمک دارید، خواهشمندم از طریق سرویس ترجمه کتبی و حضوری توسط شماره 131450 به OEA تلفن کنید. هزینه این سرویس ترجمه تلفنی را OEA پرداخت.

## Filipino

Ang resibong ito ay ipinalabas ng Tanggapan ng Tagapagtaguyod ng Hanapbuhay (OEA) at ito ay nagbabahagi ng impormasyon hinggil sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa sa Ingles at nangangailangan ng tulong upang maintindihan ang impormasyong ito, mangyaring tumawag sa OED sa pamamagitan ng Serbisyo sa Pagsasalin at Pagpapaliwanag sa 13 14 50. Ang serbisyo ng pagsasalin sa telepono ay babayaran ng OEA.

## Greek

Αυτή η απόδειξη εκδόθηκε από το Γραφείο του Συνήγορου Επαγγελματικής Αποσχόλησης (Office of the Employment Advocate - OEA) και παρέχει πληροφορίες για τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλείσθε να τηλεφωνήσετε στο OEA μέσω της Υπηρεσίας Μεταφραστών και Διερμυνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία διερμυνέων θα πληρωθεί από το OEA.

## Indonesian

Tanda terima ini dikeluarkan oleh Office of the Employment Advocate – OEA (Kantor Pembela Pekerjaan) dan memberikan informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan membutuhkan bantuan untuk memahami informasi ini, silakan telepon OEA lewat Translating and Interpreting Service (layanan penterjemah dan juru bahasa) di 13 14 50. Biaya layanan juru bahasa lewat telepon tersebut akan dibayar oleh OEA.

## Italian

La presente ricevuta è stata rilasciata dall'Office of the Employment Advocate (OEA) e contiene informazioni concernenti i contratti di lavoro a carattere aziendale. Se non siete in grado di leggere l'inglese e avete bisogno di spiegazioni, telefonate all'OEA tramite il Servizio Traduttori e Interpreti, chiamando il 13 14 50. Questo servizio è a carico dell'OEA.

## Khmer

វិក័យបត្រនេះចេញដោយ Office of Employment Advocate (OEA) ឬការណ៍សម្រេចការងារ ហើយជនពតមានអត្តចត្រម្រៀងការងារ។ បេលាកអ្នកមនអាចអានភាសាអង់គ្លេសបានទេ ហើយត្រូវការជនបដិជ្ញាអោយបានយល់ដឹងពតមាននេះ សមទស្សន៍ទៅ OEA តាមរយៈសេវាបកប្រែ (TIS) លេខ 13 14 50 ។ ការណ៍សម្រេច OEA នឹងបង់ថ្លៃពោះការប្រសេវាបកប្រែតាមទស្សន៍នេះ។

## Korean

이 영수증은 고용 보호 사무소(OEA: the Office of the Employment Advocate)가 발행한 것으로서 워크플레이스 어그리먼트들에 관한 정보를 제공하는 하는 것입니다. 영어를 이해하지 못하시고 이 정보를 이해하기 위해 도움이 필요하신 경우에는 13 14 50 번으로 번역 및 통역 서비스(TIS)에 전화하셔서 OEA 로 연락하여 주시기 바랍니다. 이 전화 통역 서비스 비용은 OEA 가 부담합니다.

## Lao

ໜັງສືໄວ້ຮັບມີແມ່ນອອກໃຫ້ໂດຍຫ້ອງການສົ່ງເສີມວຽກງານ (Office of the Employment Advocate [OEA]) ແລະ ໃຫ້ຮາຍລະອຽດກ່ຽວກັບສັນຍາການເຮັດວຽກ. ຖ້າທ່ານອ່ານ ພາສາອັງກິດບໍ່ໄດ້ ແລະ ຕ້ອງການຄວາມຊ່ວຍເຫຼືອເພື່ອອະທິບາຍຮາຍລະອຽດດັ່ງກ່າວນີ້, ກະຊວງໄທຣະສັບຫາ ຫ້ອງການ OEA ໂດຍຜ່ານຜແນກແປເອກກະສານແລະແປພາສາ ທີ່ ໝາຍເລກ 13 14 50. ທາງຫ້ອງການ OEA ຈະເປັນຜູ້ອອກຄ່າໃຊ້ຈ່າຍໃນການໄທຣະສັບນີ້ໃຫ້.

## Macedonian

Оваа потврда ја издаде Службата на Застапникот за вработување (Office of the Employment Advocate - OEA) и содржи информации за работните спогодби. Ако не можете да читате на англиски јазик и ако ви треба помош да ги разберете овие информации, ве молиме телефонирајте во OEA-службата преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За преведувањето ќе плати OEA-службата.

## Malay

Resit ini dikeluarkan oleh Pejabat Advokat Pekerjaan (Office of the Employment Advocate – OEA) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak dapat berbahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon OEA melalui Perkhidmatan Penterjemahan dan Jurubahasa (Translating and Interpreting Service) pada nombor 13 14 50. Perkhidmatan ini akan dibiayai oleh OEA.

## Polish

Kwit ten został wydany przez Biuro Rady ds. Zatrudnienia (Office of the Employment Advocate, w skrócie OEA) i zawiera informację na temat umów o pracę. Jeśli nie mówisz po angielsku i potrzebujesz pomocy w przeczytaniu i zrozumieniu tej informacji, prosimy zadzwonić do OEA za pośrednictwem tłumacza z Biura Tłumaczy (Translating and Interpreting Service) pod numerem 13 14 50. Usługi telefoniczne tłumacza zostaną opłacone przez OEA.

## Portuguese

Este recibo foi emitido pelo Escritório de Apoio ao Trabalho [Office of the Employment Advocate OEA] e oferece informações a respeito de acordos empregatícios. Se você não puder ler em inglês e precisa de ajuda para entender estas informações, telefone para o OEA através do Serviço de Interpretação e Tradução telefone numero 13 14 50. Este serviço de interpretação por telefone será pago pelo OEA.

## Russian

Настоящее уведомление о регистрации подготовлено Юридической службой по делам занятости Оу-И-Эй [Office of the Employment Advocate (OEA)] и содержит информацию о трудовых договорах. Если Вы не умеете читать по-английски и для понимания этой информации Вам необходима помощь, свяжитесь, пожалуйста, с Оу-И-Эй через телефонную переводческую службу по номеру 13 14 50. Оплата телефонных услуг переводчика будет произведена за счет Оу-И-Эй.

## Samoan

O le risiti lenei e mai le Ofisa Su'esu'e o Galuega, le Office of Employment Advocate (OEA) ma e mau ai faamatalaga i feagaiga tau galuega. A le mafai ona e faitau i le gagana Peretania, ma e mana'omia se fesoasoani i le faamalamalamaina o nei faamatalaga, vala'au i le OEA e auala i le tautua Faaliliu 'Upu i le 13 14 50. O le tautua Faaliliu 'Upu e tofogiina e le OEA.

## Serbian

Ova potvrda koju je izdala Kancelarija advokature za radne odnose (Office of the Employment Advocate – OEA) pruža informacije o radnim ugovorima (workplace agreements). Ako ne možete da –itate engleski i potrebna vam je pomoć da biste razumeli ove informacije, molimo vas da nazovete OEA preko Službe za prevodjeve na broj 13 14 50. Ove usluge telefonske prevoditegske službe plaćene su od strane OEA.

## Spanish

El presente recibo fue expedido por la Oficina del Defensor del Empleo (Office of the Employment Advocate/OEA) y proporciona información sobre acuerdos de condiciones laborales. Si usted no puede leer en inglés y necesita ayuda para entender la información contenida en este documento, llame a la OEA por medio del Servicio de Traducción e Interpretación (Translating and Interpreting Service), al 13 14 50. La OEA abonará la tarifa de dicho servicio de interpretación telefónica.

## Swahili

Hii risiti imepanwa na afisi ya wakili anayotetea utumishi na inapeana habari ya mapatano yanayoendelea kazini. Ikiwa huwezi kusoma kingereza na unahitaji kusaidiwa kuelewa haya maneno tafadhali piga simu afisi ya wakili wa utumishi ukipitia afisi ya kufasiri na kufanua kwa namba ya simu, moja tatu moja nne tano sufuri (13 14 50). Hii manufaa inayotumia simu italiwi na afisi ya utumishi.

## Thai

ใบเสร็จรับเงินฉบับนี้ ออกโดยสำนักงาน The Office of the Employment Advocate หรือ OEA ซึ่งได้ให้ข้อมูลเกี่ยวกับข้อตกลงต่างๆ ในสถานที่ทำงาน หากท่านอ่านภาษาอังกฤษไม่ได้ และต้องการความช่วยเหลือเพื่อทำความเข้าใจข้อมูลเหล่านี้ กรุณาติดต่อสำนักงาน OEA ผ่านบริการความและแปลภาษา (Translating and Interpreting Service) ที่หมายเลข 13 14 50 OEA จะเป็นผู้ชำระค่าใช้จ่ายสำหรับบริการแปลภาษาทางโทรศัพท์นี้ให้ท่าน

## Tongan

Ko e tohi tali totongi ko 'eni 'oku 'oatu ia 'e he Office of the Employment Advocate (OEA) ('Ofisi Taukave'i Ng ue) pea 'oatu foki ai ha fakamatala fekau'aki mo e ngaahi alecapu fakang ue'anga . Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilit nia pea 'oku ke toe fiema'u ha tokoni ke mahino 'a e fakamatala ko 'eni , pea ke k taki 'o t ki he OEA 'o fakafou atu 'i he Translating and Interpreting Service (Va'a Ng ue ki he Fakatonulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he OEA 'a e fakatonulea fakatelefoni ko 'cni .

## Turkish

Bu makbuz İstihdam Sözcüsü Ofisi (OEA) tarafından verilmiştir ve işyeri anlaşmaları konusunda bilgi sağlamakladır. İngilizce okuyamıyorsanız ve bu bilgileri anlamak için yardıma gereksinmeniz varsa lütfen OEA'yı 13 14 50 numaradaki Yazılı ve Sözlü Çeviri Servisi aracılığıyla arayınız. Bu telefonla tercüme servisinin ücreti OEA tarafından karşılanacaktır.

## Vietnamese

Văn phòng Cơ Động Nhân Dụng OEA cấp phát biên nhận này và cung cấp những thông tin về hợp đồng lao động. Nếu quý vị không thể đọc tiếng Anh và cần được giúp đỡ để hiểu thông tin này, xin vui lòng gọi điện thoại cho OEA qua dịch vụ Phiên Dịch và Thông Ngôn Qua Điện Thoại số 13 14 50. Văn phòng OEA sẽ trả lệ phí cho dịch vụ thông ngôn này.

## Declaration



This Declaration is made in relation to the Lodgement:

061256294

Name of the person who made the declaration:

s.22 - Irrelevant information

Person who made the declaration was

☒ the employer

☐ an agent appointed by the employer and given authority to make this declaration

Date of declaration:

06/12/2006

The employer makes this declaration and completes the declaration under caution that the provision of any information or document to the Employment Advocate, the employer knows to be false or misleading is a serious offence under the *Criminal Code Act 1995*. The maximum penalty is 12 months imprisonment.

**The employer party to the agreement lodged declares that:** *[Please check boxes to indicate]*

- ☒ the information in the declaration is true and correct to the best of the employer's knowledge.
- ☒ the agreement being lodged is a copy of a union collective agreement.
- ☒ the union collective agreement was approved before lodgement because:
  - all employees employed at the time whose employment will be subject to the union collective agreement were given a reasonable opportunity to decide if they wanted to approve the agreement; and
    - either there was a decision made by a vote where a majority of the employees who cast a valid vote approved the union collective agreement, or
    - otherwise a majority of employees employed at the time whose employment will be subject to the union collective agreement decided they wanted to approve the union collective agreement.
- ☒ the union collective agreement was lodged within 14 days after it was approved.
- ☒ For those employees employed at least seven days before approval of the agreement the employer has complied with the relevant provisions of Part VB of the *Workplace Relations Act 1996*, by:
  - giving to all employees whose employment will be subject to the union collective agreement the written agreement or ready access to it, for at least seven days before the agreement was approved (unless this access was waived in writing by all such employees); and
  - giving to all employees whose employment will be subject to the union collective agreement the Office of the Employment Advocate's *Information Statement for Employees (Collective agreements)* at least seven days before the agreement was approved.
- ☒ For those employees who commence employment within the seven days prior to approval of the agreement the employer has complied with the relevant provisions of Part VB of the *Workplace Relations Act 1996*, by:



- giving to those employees the written agreement or ready access to it, for the period up to the time the agreement was approved; and
- giving to those employees the Office of the Employment Advocate's *Information Statement for Employees (Collective agreements)* for the period up to the time the agreement was approved.

## PRIVACY STATEMENT

The Employment Advocate treats the privacy of an individual's personal information seriously. Personal information is any information that would identify a natural person.

Any personal information provided by you in the declaration will only be used or disclosed for the purposes of sending declaration receipts, providing information to the Minister and conducting research related to the Employment Advocate's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996* (the Act). This information may also be disclosed to workplace inspectors appointed under the Act.

Unless you say otherwise, the information may also be used to provide you with information, as part of the Employment Advocate's education and information function.

## Proposed Variations to the ABC Employment Agreement 2006 to 2009 (the EA)

The EA will be extended with a nominal expiry date of 30 June 2010. This extension of the EA protects your working conditions and will deliver pay increases as follows:

- An interim increase on base salary of 1% from 1 April 2009 to 5 July 2009 (inclusive); and
- An increase of 4% on base salary (i.e. the salary rates payable before 1 April 2009) from 6 July 2009.

These increases will apply to superannuation, penalties and overtime and will be paid on payday 16 April 2009 and 23 July 2009 respectively. (It was not practicable to pay the 1% as a lump sum as it was not possible to equitably calculate an amount capturing penalties, overtime or casual employee work patterns.)

Please note that the variation is limited to:

- Clause 1 Title
- subclause 3.1.1 Coverage and parties Bound
- subclause 4.1.1 Date and Period of Operation;
- clause 6 No Extra Claims and Review of Provisions of this Agreement
- sub-clause 15.1.1 Salary Increases; and
- Schedule A Salary Rates
- Schedule B Salary Rates; and, as appropriate,
- updated Schedule C Allowances.

These variations to the EA are mainly technical and are set out below.

### 1. Title

This Agreement will be known as the ABC Employment Agreement 2006 to 2010

### 3. Coverage and Parties Bound

- 3.1.1 This Agreement is made between the Australian Broadcasting Corporation (ABC), the Community and Public Sector Union (CPSU) and the Media, Entertainment and Arts Alliance (MEAA) pursuant to Section 328 of the Workplace Relations Act 1996 and has been varied pursuant to Section 373 of the Workplace Relations Act 1996.

### 4. Date and Period of Operation

- 4.1.1 This Agreement will operate on and from the seventh day after the date of issue specified by the Workplace Authority in its notice given under s346M(1) of the *Workplace Relations Act 1996* and the nominal expiry date of Agreement is 30 June 2010.

### 6. No Extra Claims and review of Provisions of this Agreement

- 6.1.1 Except where consistent with the terms of this Agreement, there will be no extra claims during the life of this Agreement.
- 6.1.2 Without limiting the effect of this clause, the parties agree that during the life of this Agreement the parties will conduct a review of:
- (a) Part F, Performance management;
  - (b) Part D Employment Arrangements, Clause 13 Forms of Employment;
  - (c) Work Level Standards (incorporating Role Templates) in accordance with subclause 16.2; in accordance with agreed terms of reference and time frame.

6.1.3 The parties commit to undertake these reviews in good faith with a genuine desire to reach agreement on these issues. If agreement is reached during the life of this Agreement the parties will implement the changes by either:

- (a) a variation of this Agreement in accordance with clause 5; or
- (b) where the parties agree, inclusion in a subsequent Agreement.

## **15. Salaries**

### **15.1 Salary increases under this Agreement**

15.1.1 Employees covered by this Agreement will receive the following:

...

(e) an interim increase of 1% for the period from 1 April 2009 to 5 July 2009; and

(f) 4% increase on the rates as adjusted by paragraph (d) (i.e. salary payable prior to 1 April 2009) from 6 July 2009.



**Australian Government**  
**Workplace Authority**

25 March 2009

**Agreement number:** 091256294-1

AUSTRALIAN BROADCASTING CORPORATION  
GPO Box 9994  
SYDNEY NSW 2001

### **Declaration Receipt – Union collective agreement variation**

This receipt confirms that the Workplace Authority has received a declaration from AUSTRALIAN BROADCASTING CORPORATION on 25 March 2009.

The employer has declared that a copy of an agreement varying a union collective agreement named ABC EMPLOYMENT AGREEMENT 2006-2009 was provided to the Workplace Authority.

The employer must give a copy of this receipt to each employee covered by the agreement. The employer has 21 days to do this and may be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if this does not happen.

The Workplace Authority will now assess the agreement as varied by the proposed variation to determine whether or not it passes the no-disadvantage test. The no-disadvantage test ensures that the varied agreement does not, on balance, reduce the overall terms and conditions of employment of the employees covered by the varied agreement. This generally is a comparison between the terms of the varied agreement and the terms of a relevant award or former state award.

We may need to contact you for extra information to help us complete the no-disadvantage test. Employers are encouraged to provide a copy of information they provide to the Workplace Authority to the other party or parties to the agreement. Once completed, we will write to the employer and the union(s) to let them know the outcome.

The variation to the agreement will not start operating until we are satisfied that the agreement as varied by the proposed variation passes the no-disadvantage test. Specifically, the variation to the agreement will start to operate on the seventh day after the date of issue of a letter from us advising that the agreement as varied passes the no-disadvantage test.

The employer must give copies of any relevant letters about the no-disadvantage test referred to above to each employee covered by the agreement as soon as they can.

The variation to the agreement will only operate if it has been validly made and then approved by the employees whose employment is subject to the agreement and/or whose employment will be subject to the varied agreement and the relevant signature requirements are met.

If you have any other questions, please contact the Workplace Infoline on 1300 363 264 and quote the agreement number at the top of this receipt. Please keep this receipt for your records.

**Workplace Authority Director**



# Community language information

## English

This receipt was issued by the Workplace Authority and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the Workplace Authority through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the Workplace Authority.

## Arabic

هذا الإيصال صادر من Workplace Authority (سلطة أماكن العمل) وهو يعرض معلومات عن اتفاقيات مكان العمل. إذا كنت لا تستطيع قراءة اللغة الإنكليزية واحتجت لمساعدة في فهم هذه المعلومات، يرجى الاتصال بـ Workplace Authority عن طريق خدمة الترجمة الحظية والشفهية على الرقم 13 14 50. وستقوم Workplace Authority بدفع رسوم خدمة الترجمة الشفهية الهاتفية هذه.

## Chinese

此收據由工作場所管理局(Workplace Authority)簽發，其中提供了有關工作場所協議的信息。如果您不能閱讀英文而需要幫助了解此資料，請致電13 14 50，透過翻譯及傳譯服務處與Workplace Authority聯絡。該電話傳譯服務之費用將由Workplace Authority支付。

## Croatian

Ovu potvrdu je izdala Workplace Authority (Uprava za radne odnose) i u njoj se navode informacije o radnim ugovorima (workplace agreements). Ako ne možete čitati engleski i trebate pomoć kako biste razumjeli ove informacije, molimo nazovite Workplace Authority preko Službe prevoditelja i tumača (Translating and Interpreting Service) na broj 13 14 50. Usluge službe tumača plaća Workplace Authority.

## Farsi

این رسید توسط Workplace Authority (اداره مسئول امور محل کار) صادر شده و اطلاعاتی درباره توافق های محل کار ارائه می دهد. اگر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات به کمک نیاز دارید، خواهشمند است از طریق خدمات ترجمه کتبی و شفاهی با شماره 13 14 50 به Workplace Authority تلفن کنید. هزینه این سرویس ترجمه تلفنی را Workplace Authority خواهد پرداخت.

## Filipino

Ang resibong ito ay ipinalabas ng Workplace Authority (Tagapamahala sa Pinagtatrabahuhang Lugar) at nagbibigay ng impormasyon tungkol sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa ng Ingles at kailangan ninyo ng tulong upang maintindihan itong impormasyon, pakitawagan ang Workplace Authority sa pamamagitan ng Serbisyo ng Tagasalinwika at Interpreter (Translating and Interpreting Service) sa 13 14 50. Ang serbisyo ng pagsasalinhwika sa telepono ay babayaran ng Workplace Authority.

## Greek

Αυτή η απόδειξη εκδόθηκε από το Workplace Authority (Αρχή Εργασιακών Χώρων) και παρέχει πληροφορίες σχετικά με τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλούμε να τηλεφωνήσετε στο Workplace Authority μέσω της Υπηρεσίας Μεταφραστών και Διερμηνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία διερμηνέων θα πληρωθεί από το Workplace Authority.

## Indonesian

Tanda terima ini dikeluarkan oleh Workplace Authority (Otoritas Tempat Kerja) dan memberi informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan perlu bantuan untuk memahami informasi ini, silakan telepon Workplace Authority melalui Translating and Interpreting Service (Pelayanan Penerjemahan dan Juru Bahasa) nomor 13 14 50. Pelayanan juru bahasa lewat telepon ini akan dibayar oleh Workplace Authority.

## Italian

La presente ricevuta è stata rilasciata dalla Workplace Authority e contiene informazioni sui contratti di lavoro aziendali. Se non siete in grado di leggere l'inglese e avete bisogno di assistenza per comprendere queste informazioni, chiamate la Workplace Authority servendovi del servizio traduzioni e interpreti al numero 13 14 50. Il costo di questo servizio interpreti sarà a carico della Workplace Authority.

## Khmer

វិក្កយបត្រនេះចេញដោយ Workplace Authority (អាជ្ញាធរស្របគ្រងទីកន្លែងធ្វើការ) ហើយផ្តល់ជូនព័ត៌មានស្តីពីកិច្ចព្រមព្រៀងលើការងារ។ ប្រសិនបើលោកអ្នកមិនអាចអានភាសាអង់គ្លេសទេ ហើយត្រូវការជំនួយដើម្បីប្រមូលបានលំនឹងអំពីព័ត៌មាននេះ សូមទូរស័ព្ទទៅ Workplace Authority តាមរយៈកិច្ចបំរើបកប្រែភាសាសរសេរ និងភាសាសិលាចរលេខ 13 14 50 អាជ្ញាធរ Workplace Authority នឹងបង់ថ្លៃចំពោះការប្រើកិច្ចបំរើបកប្រែភាសាតាមទូរស័ព្ទនេះ។

## Korean

본 접수증은 Workplace Authority(작장 관리국)에서 발행한 것으로서 직장 협약에 관한 정보가 실려 있습니다. 영어 읽기에 어려움이 있으셔서 본 정보를 이해하는데 도움이 필요하시면 통번역 서비스를 지원해 드리는 TIS, 전화 13 14 50번을 통해 Workplace Authority로 문의하시기 바랍니다. 전화 통역 서비스 비용은 Workplace Authority가 부담합니다.

## Lao

ຖ້ວຍໂປດເຂັດີ ພົມເຊດເປັນໂດຍ Workplace Authority (ພົມເຊດເຊນລະກອນພິມເຊດ) ແລະ ໃຫ້ຢືນຢັນ ຖ້ວຍໂປດເຂັດີພົມເຊດເຊນລະກອນ, ຖ້ວຍໂປດເຂັດີພົມເຊດເຊນລະກອນ ແລະ ດ້ວຍໂປດເຂັດີພົມເຊດເຊນລະກອນ ພົມເຊດເຊນລະກອນ ພົມເຊດເຊນລະກອນ ພົມເຊດເຊນລະກອນ Workplace Authority ໂດຍບໍ່ມີຄ່າເສຍ. ພົມເຊດເຊນລະກອນ ແລະ ພົມເຊດເຊນລະກອນ 13 14 50. ພົມເຊດເຊນລະກອນ Workplace Authority ຈະມີຜູ້ຊ່າຍ ຕັດໂຕເຂັດີພົມເຊດເຊນລະກອນ.

## Macedonian

Оваа потврда ја издаде Workplace Authority (Управата за работни организации) и таа содржи информации за работните спорозбуди. Ако не можете да читате текстот на англиски јазик и ако ви треба помош да ги разберете овие информации, ве

молиме телефонирајте во Workplace Authority преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За ова преведување преку телефон ќе плати Workplace Authority.

## Malay

Resit ini dikeluarkan oleh Workplace Authority (Lembaga Tempat Kerja) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak membaca bahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon Workplace Authority melalui Perkhidmatan Penerjemahan dan Jurubahasa pada nombor 13 14 50. Perkhidmatan jurubahasa telefon ini akan dibayar oleh Workplace Authority.

## Polish

Niniejszy dokument wydany został przez Workplace Authority (Urząd ds. Zatrudnienia) i zawiera informacje na temat umów o pracę. Jeśli nie czytasz po angielsku i potrzebujesz pomocy w zrozumieniu zawartych tu informacji, zatelefonuj do nas za pośrednictwem Biura Tłumaczy (Translating and Interpreting Service), tel. 13 14 50. Koszt pomocy tłumacza pokryty zostanie przez Workplace Authority.

## Portuguese

Este recibo foi emitido pela Workplace Authority (Autoridade para as Condições de Trabalho) e oferece informação sobre acordos laborais. Se não puder ler inglês e necessita ajuda para compreender esta informação, por favor contacte a Workplace Authority usando o Serviço de Tradução e Interpretes através do 13 14 50. Este serviço de interpretação telefónica será pago pela Workplace Authority.

## Russian

Настоящее уведомление было подготовлено Workplace Authority (Управлением по производственным отношениям) и в нем приводится информация о трудовых соглашениях. Если вы не можете читать по-английски и нуждаетесь в помощи для понимания настоящей информации, звоните в Workplace Authority через посредство Переводческой службы TIS по тел. 13 14 50. Эта телефонная переводческая услуга будет оплачиваться Workplace Authority.

## Samoan

Ole risti leni sa aumai i e Workplace Authority (Pulea Falefaigalutega) ma e maua mai ai faamatalaga e uiga i faagaiga i falefaigalutega. A le mafai ona e faitau ile gagana Peretania ma ete manatonia se fesaoasani ile faamalamalamaina o nei faamatalaga, faamolemole valaau ile Workplace Authority e auala atu ile Auaunaga o Faaliliuupu ma faamatalaupu ile 13 14 50. O leni auaunaga ole faamatalaupu ile telefoni ole a togiaina ele Workplace Authority.

## Serbian

Ovu priznanicu je izdala Workplace Authority (Organizacija za radne odnose) i na njoj se nalaze informacije o sporazumima o radu. Ako ne znate da čitate na engleskom i treba vam pomoć da biste razumeli ove informacije, molimo vas da nazovete Workplace Authority preko Službe prevodilaца и тумача на 13 14 50. Te usluge тумачења ће платити Workplace Authority.

## Spanish

El presente recibo fue expedido por la Workplace Authority (Autoridad para las condiciones de trabajo) y proporciona información sobre los convenios empresariales. Si usted no sabe leer inglés y necesita ayuda para entender la información contenida en este documento, llame a la Workplace Authority por medio del Translating and Interpreting Service (Servicio de Traducción e Interpretación) al 13 14 50. La Workplace Authority abonará la tarifa de dicho servicio de interpretación telefónica.

## Swahili

Risiti hii ilitolewa kutoka kwa afisi ya Workplace Authority (Afisi inayosimamia kazi) na inapeana maelezo kuhusu masikilizano ya Workplace Authority. Ikiwa hauwezi kusoma kingereza na unahitaji msaada kuelewa hayo, tafadhali piga simu afisini ya Workplace Authority kupitia Translating and Interpreting Service (uduma inayopeana watafsiri kwa simu) nambari 13 14 50, (moja tatu moja moja imne tano sifuri). Uduma hii ya Translating and Interpreting Service italipwa na Workplace Authority.

## Thai

เอกสารนี้จัดทำโดยสำนักงาน Workplace Authority (สำนักงานแรงงานสัมพันธ์) ให้คำปรึกษาด้านสัญญาว่าจ้าง ซึ่งได้ให้ข้อมูลเกี่ยวกับข้อตกลงจ้างงานส่วนบุคคลเท่านั้น หากท่านอ่านภาษาอังกฤษไม่ได้ และต้องการความช่วยเหลือเพื่อที่ท่านจะเข้าใจข้อมูลเหล่านี้ กรุณาติดต่อสำนักงาน Workplace Authority ผ่านบริการล่ามและการแปลภาษา (Translating and Interpreting Service) ที่หมายเลข 13 14 50 ทาง Workplace Authority จะเป็นผู้ชำระค่าใช้สอยค่าบริการการบริการล่ามทั้งหมดทั้งหมดนี้

## Tongan

Ko e tohi tali totongi ko 'eni 'oku 'oatu ia 'e he Workplace Authority (Ma'u Mafai Ki he Ngaue'anga) pea 'oatu foki ai ha fakamatala faka'uaki mo e ngaahi alepau fakangaue'anga. Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilitania pea 'oku ke toe fiema'u ha tokomi ke mahino 'a e fakamatala ko 'eni, pea ke kataki 'o ta ki he Workplace Authority 'o fakafou atu 'i he Translating and Interpreting Service (Vaa Ngaue ki he Fakatonulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he Workplace Authority 'a e fakatonulea he telefoni ko 'eni.

## Turkish

Bu makbuz, Workplace Authority (İşyeri Dairesi) tarafından verilmiş olup, işyeri anlaşmaları hakkında bilgi sağlamaktadır. Eğer İngilizce okuyamıyorsanız ve bu bilgiyi anlamakta yardıma ihtiyac duyuyorsanız, lütfen 13 14 50 nolu telefondan Yazılı ve Sözlü Tercümanlık Servisi (Translating and Interpreting Service) kanalıyla Workplace Authority'yi arayınız. Bu telefon tercüme servisinin ücreti Workplace Authority tarafından karşılanacaktır.

## Vietnamese

Biên nhận này của Cơ quan Workplace Authority (Chuyên trách về Sở làm) cung cấp thông tin về hợp đồng nói sở làm. Nếu quý vị không biết tiếng Anh và muốn được giúp để hiểu những thông tin này, xin gọi tới Cơ quan Workplace Authority bằng cách gọi cho Đường dây Thông dịch và Dịch thuật số 13 14 50. Cơ quan Workplace Authority sẽ trả lệ phí dùng đường dây thông dịch.



## Declaration



This Declaration is made in relation to the Lodgement:

091256294-1

Name of the person who made the declaration:

s.22 - Irrelevant information

Person who made the declaration was

☐ the employer

☒ an agent appointed by the employer and given authority to make this declaration

Date of declaration:

25/03/2009

The employer makes this declaration and completes the declaration form when lodging an agreement varying a union collective agreement.

The employer's declaration applies to the union collective agreement named in the declaration form. The declaration form includes the Employer's declaration, Agreement and Employer details, Employee organisation (Union) details and the no-disadvantage test details entered as part of this online lodgement.

The employer makes this declaration and completes the declaration form under caution that the provision of any information or document to the Workplace Authority the employer knows to be false or misleading is a serious offence under the *Criminal Code Act 1995*. The maximum penalty is 12 months imprisonment.

**The employer party to the agreement lodged declares that:** *(Please check boxes to indicate)*

- ☒ The information in the declaration form is true and correct to the best of the employer's knowledge.
- ☒ The agreement being lodged is a copy of a signed agreement varying a union collective agreement. (that is the copy of the agreement annexured to the declaration must show the signatures of the parties and witnesses and the date the parties signed)
- ☒ The agreement has been signed by the employer and the organisation(s) of employees who are party to this agreement.
- ☒ The variation agreement was approved before lodgement because:
  - o all employees employed at the time whose employment is subject to the union collective agreement and/or who will be subject to the union collective agreement as varied were given a reasonable opportunity to decide if they wanted to approve the variation; and
  - either there was a decision made by a vote where a majority of employees who cast a valid vote approved the variation, or
  - otherwise a majority of employees employed at the time whose employment is subject to the union collective agreement as varied decided they wanted to approve the variation.
- ☒ The variation agreement was lodged within 14 days after it was approved.
- ☒ For those employees employed at least seven days before approval of the variation agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:
  - o giving to all employees whose employment is subject to the union collective agreement and/or will be subject to the union collective agreement as varied the written variation agreement or ready access to it, for at least seven days before the variation agreement

was approved (unless the seven day period was waived in writing by all such employees); and

- where the union collective agreement variation agreement refers to terms from another workplace agreement or award, giving all employees whose employment is subject to the union collective agreement and/or will be subject to the union collective agreement as varied, ready access to that other workplace agreement or award in writing, for at least seven days before the variation agreement was approved (unless the seven day period was waived in writing by all such employees); and
- giving to all employees whose employment is subject to the union collective agreement and/or will be subject to the union collective agreement as varied the Workplace Authority's *Information Statement for Employees (Collective agreements)* at least seven days before the variation agreement was approved (unless the seven day period was waived in writing by all such employees).

☒ For those employees who commence employment within seven days prior to approval of the variation agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:

- giving to those employees the written variation agreement or ready access to it (unless the seven day period has already been waived) for the period up to the time the variation agreement was approved; and
- where the union collective agreement variation agreement refers to terms from another workplace agreement or award, giving to those employees ready access to that other workplace agreement or award in writing (unless the seven day period has already been waived), for the period up to the time the variation agreement was approved; and
- giving to those employees the Workplace Authority's *Information Statement for Employees (Collective agreements)* for the period up to the time the variation agreement was approved.

## PRIVACY STATEMENT

The Workplace Authority treats the privacy of an individual's personal information seriously. Personal information is any information that would identify a natural person.

Any personal information provided by you in the declaration form will only be used or disclosed for the purposes of sending correspondence about your agreement, providing information to the Minister and conducting research related to the Workplace Authority's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996* (the Act). This information may also be disclosed to workplace inspectors appointed under the Act.

Unless you say otherwise, you may also receive information sent as part of the Workplace Authority's education and information function. If you wish to opt out from receiving such information, please contact the Workplace Authority on 13 13 94.

# ABC Employment Agreement 2006 – 2010



**ABC**  
Australian  
Broadcasting  
Corporation

**Endorsed by ABC, CPSU and MEAA**

**23 March 2009**



**Australian Government**  
Office of the Employment Advocate

06 December 2006

**Agreement number:** 061256294

AUSTRALIAN BROADCASTING CORPORATION  
GPO Box 9994  
SYDNEY NSW 2001

#### **Declaration Receipt – Union collective agreement**

This receipt confirms that the Employment Advocate has received a declaration form from the employer, AUSTRALIAN BROADCASTING CORPORATION, on 06 December 2006.

The employer has declared that a copy of a union collective agreement was lodged. The employer's declaration applies to the agreement named in the declaration form as ABC EMPLOYMENT AGREEMENT 2006-2009. A union collective agreement starts operating on the date of lodgement.

Within 21 days of receiving this receipt, the employer must take reasonable steps to give copies of this receipt to all employees whose employment is subject to the union collective agreement at the time the employer receives this receipt. If the employer does not give copies of this receipt to these employees, an employer who is an individual may be liable for a penalty of up to \$3,300 and an employer who is a body corporate may be liable for a penalty of up to \$16,500.

The Australian Fair Pay and Conditions Standard, in the Workplace Relations Act 1996, sets five minimum conditions. The minimum conditions in the Standard will apply, if the conditions in the union collective agreement are less favourable to the employee. Additionally, certain protected award conditions are included in the union collective agreement, unless the agreement specifically excludes or changes these protected award conditions.

You should keep this receipt for your records. If you have any questions in relation to this receipt or the union collective agreement, please contact the Office of the Employment Advocate on 1300 366 632 and quote the agreement number at the top of this receipt.

More information about your rights and obligations is also available in the fact sheet, My Workplace Agreement.

**s.22 - Irrelevant information**

EMPLOYMENT ADVOCATE



## Part A Agreement Formalities

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### 1. Title

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This Agreement will be known as the ABC Employment Agreement 2006 - 2010.

### 2. Arrangement

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### **3. Coverage and Parties Bound**

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- 3.1.1 This Agreement is made between the Australian Broadcasting Corporation (ABC), the Community and Public Sector Union (CPSU) and the Media, Entertainment and Arts Alliance (MEAA) pursuant to Section 328 of the Workplace Relations Act 1996 and has been varied pursuant to Section 373 of the Workplace Relations Act 1996.
- 3.1.2 This Agreement shall be binding upon:
- (a) the ABC;
  - (b) the CPSU;
  - (c) the MEAA; and
  - (d) all ABC employees except:
    - (i) employees covered by the relevant ABC Retail Agreement;
    - (ii) employees covered by the relevant Actors Etc. ABC Radio & Television Agreement; and
    - (iii) employees classified as Executives.

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

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- 4.1.1 This Agreement will operate on and from the seventh day after the date of issue specified by the Workplace Authority in its notice given under s346M(1) of the *Workplace Relations Act 1996* and the nominal expiry date of Agreement is 30 June 2010.

### **5. Variation**

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- 5.1.1 This Agreement may be varied in accordance with the provisions of the *Workplace Relations Act 1996*.

### **6. No Extra Claims**

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- 6.1.1 Except where consistent with the terms of this Agreement, there will be no extra claims during the life of this Agreement.
- 6.1.2 Without limiting the effect of this clause, the parties agree that during the life of this Agreement the parties will conduct a review of:
- (a) Part F, Performance management;
  - (b) Part D Employment Arrangements, Clause 13 Forms of Employment;
  - (c) Work Level Standards (incorporating Role Templates) in accordance with subclause 16.2;
- in accordance with agreed terms of reference and time frame.
- 6.1.3 The parties commit to undertake these reviews in good faith with a genuine desire to reach agreement on these issues. If agreement is reached during the life of this Agreement the parties will implement the changes by either:
- (a) a variation of this Agreement in accordance with clause 5; or
  - (b) where the parties agree, inclusion in a subsequent Agreement.

### **7. Application of Certified Agreement**

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- 7.1.1 This Agreement rescinds and replaces the ABC Employment Agreement 2003 - 2006, but no right, obligation or liability accrued or incurred under that agreement shall be affected hereby.
- 7.1.2 While this Agreement operates in relation to an employee, the following awards and any award/s replacing them will have no effect in respect of that employee:
  - (a) ABC-CPSU Award 2000;
  - (b) ABC Journalists and Reporters Award 2000;
  - (c) ABC (CPSU and MEAA) Part Time Work Award 1994.
- 7.1.3 This Agreement prevails over any inconsistent provision contained in the Australian Broadcasting Corporation Act 1983 and the regulations, instructions, staff rules, service rules, or general orders made under that Act.
- 7.1.4 This Agreement must be read in conjunction with ABC policies, procedures, codes and guidelines as advised and amended from time to time. In the event of inconsistency, the Agreement will prevail.

## Part B Purpose and Principles

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### 8. Purpose of Agreement

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- 8.1.1 The purpose of this Agreement is twofold:
- (a) To provide terms and conditions of employment that are responsive to the ABC's needs, the needs and aspirations of its employees, and the industries and markets in which the ABC operates.
  - (b) As far as practicable, to be a comprehensive source document for terms and conditions of employment for ABC employees covered by this Agreement.

### 9. Principles

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- 9.1.1 The parties are committed to working together to enable the ABC to fulfil its Charter and to realise its vision, strategies and objectives with maximum effectiveness and cost efficiency. This Agreement helps give effect to this commitment by:
- (a) supporting a mobile, multi-skilled workforce through broadbanded (including cross-media) classification structures that preclude unnecessary demarcations;
  - (b) enabling jobs to be designed at the local level to encourage an appropriate blend of multi-skilled and specialist employees and to provide for the smooth introduction of new technology;
  - (c) linking individual remuneration and advancement to performance, skills and the value of work performed;
  - (d) providing flexibility in workplace arrangements, including hours, penalties, overtime and leave.
  - (e) maintaining employee entitlements in a single, easily comprehensible document.
- 9.1.2 The parties are committed to ensuring that the terms of this Agreement and related policies, procedures, codes and guidelines are applied fairly and equitably and give effect to the following principles:
- (a) maintenance of corporate-wide relativities that recognise areas of specialist and overlapping skills on the basis of equal pay for work of equal value;
  - (b) encouragement of a whole of life balance between work and private responsibilities;
  - (c) achievement of a safe and healthy work environment.
- Provided that where the needs of specific work areas or the exigencies of the market place prevent the achievement of (a), pay differentials will be expressed in the form of a market loading.
- 9.1.3 The parties are committed to promoting an open working environment based on direct feedback between managers and employees, joint problem solving and effective communication throughout the organisation.
- 9.1.4 The parties are committed to promoting job security, employability and career development for employees. The structures, conditions and undertakings contained in this Agreement provide opportunities for employees to work in different media and in different areas of the organisation. They also facilitate access to new learning, new ideas and new technology.
- 9.1.5 The parties are committed to achieving honesty, transparency and accountability in all aspects of the ABC's activities.

## **Part C      Recruitment and Workforce Planning**

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### **10.    Advertising and Selection**

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#### **10.1    Merit Selection**

- 10.1.1    Selection for vacancies will be based on merit. Relevant considerations for merit selection include: demonstrated performance, abilities, skills, knowledge, qualifications, experience, personal qualities, and potential as they relate to the vacancy.
- 10.1.2    Merit selection means selecting the best person for the vacancy having regard to the inherent requirements of the job without patronage or favouritism, or discrimination on the grounds of race, colour, national or ethnic origin, religion, political affiliation, sex, sexual orientation, marital status, pregnancy, carer's responsibilities, age, disability, or irrelevant medical or criminal record.
- 10.1.3    Nothing shall be read in this clause to prevent the ABC from:
- (a)    applying affirmative action in accordance with the ABC Equity & Diversity Management Plan;
  - (b)    promoting employee development;
  - (c)    endeavouring to minimise redundancies through the transfer or redeployment of excess or potentially excess employees;
  - (d)    placing employees on return from a temporary assignment or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held; or
  - (e)    establishing recruitment pools for generic or frequently advertised roles, comprised of suitable internal and external candidates eligible for appointment when a vacancy arises.
- 10.1.4    In the circumstances set out in 10.1.3, merit selection within relevant designated groups, or demonstration that the employee is able to satisfactorily perform the job with reasonable adjustment, will remain the underlying principle.

#### **10.2    Advertising**

- 10.2.1    Advertising can take one or more of the following forms:
- (a)    Internally through the Official Bulletin or an 'Expression of Interest'; or
  - (b)    Externally through the media, or sourcing through recruitment agencies, professional associations, universities or career expos, simultaneously with an internal advertisement.
- 10.2.2    Subject to 10.2.3, all ongoing vacancies will be advertised in the Official Bulletin.
- 10.2.3    All vacancies will be advertised, except where:
- (a)    the vacancy is expected to be for 6 months or less duration;
  - (b)    the vacancy relates to a key program or project requiring the skills and attributes of a particular person, which may involve canvassing potential candidates on a discreet basis;
  - (c)    the vacancy is to be filled by transfer or redeployment.;
  - (d)    the vacancy is to be filled by the appointment of an employee on return from a temporary assignment or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held; or

- (e) a selection process conducted recently (ie. within the last three months) for a similar or generic role has already identified a suitable candidate.

### **10.3 Selection for Short Term Vacancies**

- 10.3.1 Where a vacancy is expected to be greater than 6 months but not more than 12 months duration:
- (a) 'expressions of interest' will be called and assessed by the relevant manager; and
  - (b) the manager will document the selection, which will be based on merit in accordance with 10.1, as well as having regard to operational requirements.

### **10.4 Selection for Long Term Vacancies**

- 10.4.1 A Selection Committee will be convened to assess applications received for all advertised vacancies greater than 12 months, except where:
- (a) the vacancy relates to a key program or project requiring the skills and attributes of a particular person, which may involve canvassing potential candidates on a discreet basis;
  - (b) the vacancy is to be filled by transfer or redeployment;
  - (c) the vacancy is to be filled by the appointment of an employee on return from a temporary transfer or period of approved absence where there is a statutory obligation on the ABC to place them in a similar position to the one previously held; or
  - (d) a selection process conducted recently (ie. within the last three months) for a similar or generic role has already identified a suitable candidate.
- 10.4.2 The Selection Committee will comprise at least three persons, one of whom will be nominated as the 'Convenor' and one who will be an employee representative selected in accordance with the agreed guidelines pursuant to 10.4.5. At least one member of the committee will have been trained in, or have experience with, the ABC selection process.
- 10.4.3 Subject to 10.1, the Committee will have regard only to merit in its selection recommendation, and will apply due process.
- 10.4.4 The Committee will interview all internal applicants except where, in the Committee's unanimous opinion based on the applicant's application, an applicant does not meet the essential criteria of the position.
- 10.4.5 Consistent with these principles, advertising and selection will be carried out in accordance with the ABC's Recruitment Guidelines.

### **10.5 Delegate's Approval**

- 10.5.1 The appointment of a person selected to a vacant position shall be approved by a person authorised by the ABC (the 'delegate') on the recommendation of a selection committee or, where there is no requirement to convene a selection committee, the relevant manager. No commitment to an offer of employment or promotion can be made, or is valid, before the delegate's approval is given.
- 10.5.2 The date of effect of the appointment will be the date on which the person takes up the role.

### **10.6 Power of the Delegate**

- 10.6.1 The delegate, in relation to the recommendation of the Selection Committee, may:
- (a) approve the Committee's unanimous or majority recommendation;
  - (b) direct the Committee to review its recommendation with respect to certain points; or
  - (c) reject the Committee's recommendation in its entirety and reconvene a new selection committee provided the vacancy still exists.

- 10.6.2 Where the delegate directs the panel to review its recommendation or rejects the panel recommendation, the delegate will provide written reasons for the decision.

## **10.7 Advice to Applicants**

- 10.7.1 All internal applicants (ie. existing employees) will be advised of the outcome of the selection. Upon request, any unsuccessful internal applicant will be provided with reasons for the decision in relation to their application.

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

- 10.8.1 An ABC employee, who is an applicant for a vacancy which has been the subject of a selection committee assessment, may apply to the AIRC to have a dispute resolution process conducted in accordance with the terms of Part 13, Division 5 of the Workplace Relations Act 1996, against a selection decision where that decision is based on any alleged:
- (a) Non-observance of due process;
  - (b) Unlawful discrimination;
  - (c) Patronage or favouritism by a Selection Committee.
- 10.8.2 An application by an ABC employee must be in the form prescribed by the Workplace Relations Regulations Act 1996, and must otherwise meet the requirements of s709(2)(b)-(d).
- 10.8.3 The application must be lodged within 7 days after the date of notification to an employee that he/she has been unsuccessful in his/her application for the position in question.
- 10.8.4 There is no right of appeal against:
- (a) a decision based on merit;
  - (b) a selection decision to a position involving a joint venture;
  - (c) a decision involving an external appointment; or
  - (d) where the vacancy duration is 12 months or less.
- 10.8.5 On receipt of an application for a dispute resolution process under this clause, the AIRC will establish a Selection Committee Assessment Panel. The Panel will be comprised of three people:
- (a) an independent chairperson nominated by the AIRC;
  - (b) a person nominated by the ABC; and
  - (c) the appellant's nominee who must be from outside the appellant's work area.
- 10.8.6 The Panel can only consider the due process of the selection in accordance with this clause and not the question of merit. The Panel will determine the matter within 21 days of receiving the appeal and will provide reasons for their decision in writing. The burden of proof will rest with the appellant.
- 10.8.7 Where the Panel determines that due process was not observed and that the non-observance had an adverse or detrimental impact on the selection process, the appeal will be upheld and the selection decision declared void. If the vacancy is to be filled, the ABC will convene a new selection committee and observe due process. The ABC will retain the right to appoint the employee of its choice in an acting capacity, pending the determination of the appeal.
- 10.8.8 Where the appeal has been disallowed, the selection is automatically confirmed.

## **11. Workforce Planning**

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- 11.1.1 The parties acknowledge that the ABC's role and the environment in which it operates is changing and will continue to change in ways that profoundly impact on traditional approaches to the gathering, production and delivery of program content. New media platforms (eg. multi-channelling and datacasting) requiring greater emphasis on program content and more flexible production and distribution methods.



- 11.1.2 The parties recognise the need for the ABC to anticipate and plan for changes to its workforce to accommodate:
- (a) new and emerging skill requirements arising from technological change;
  - (b) projected separations having regard to current workforce demographics.
- 11.1.3 The ABC is committed to strategies that increase the flexibility of its workforce and enhance and broaden the skills of its employees. Such strategies include, but are not limited to:
- (a) training and developing the current workforce;
  - (b) encouraging employee mobility and career development; and
  - (c) training new employees.

## **12. Learning and Development**

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### **12.1 Principles**

- 12.1.1 Consistent with its workforce planning objectives, the ABC will ensure that its learning, training and development strategies:
- (a) recognise the importance of investing in the skills, training and career development of employees in order to increase their value to the Corporation and to provide a more flexible and rewarding workplace;
  - (b) address current skill shortages and areas of emerging need;
  - (c) increase skill development and promote career opportunities for all employees;
  - (d) develop skills that maximise employability both internally and externally;
  - (e) support training needs identified through divisional training plans and individual development plans;
  - (f) support the provision of training certified in accordance with the Australian Quality Training Framework (AQTF);
  - (g) facilitate redeployment opportunities for potentially excess employees.
- 12.1.2 The ABC will regularly inform employees about changing employment and career management trends, and the need for employees to take an active responsibility for the development of their own careers.
- 12.1.3 Employees will not unreasonably refuse to undertake training and development activities designed to broaden their skills and/or enhance their career opportunities.
- 12.1.4 Training and development strategies will incorporate the ABC's EEO objectives, and there will be equity of access for all employees (including those in remote locations) to training and development opportunities.

### **12.2 Individual Learning & Development Plans**

- 12.2.1 Individual learning & development plans will be prepared by managers, in discussion with employees, as part of the performance management process. The plans will be reviewed at least annually, and will have regard to the ABC's operational objectives, divisional training plans and the employee's own development needs and aspirations.

### **12.3 Mobility and Career Development**

- 12.3.1 Subject to the application of the merit principle and having regard to operational requirements, the ABC will:
- (a) encourage mobility of skilled employees between different divisions, work areas and functions on both a temporary and permanent basis;
  - (b) support employees actively seeking opportunities to work on different programs and assignments, thereby contributing to the development and broadening of their skills and the ABC's overall skills base;

- (c) ensure all reasonable steps are taken to advertise or otherwise notify employees about upcoming opportunities for transfer or reassignment to other work areas or programs;
- (d) ensure all reasonable steps are taken to assign ABC employees on ABC commissioned programs, including co-productions;
- (e) ensure that requests for transfer/reassignment are managed impartially having regard to program needs and employees' development goals and career aspirations;
- (f) promote the use of internal/ongoing employees in preference to freelance/casual employees on assignments where the former are available, are capable of effectively carrying out the assignments and have indicated a desire to do so.

12.3.2 The ABC will endeavour to facilitate employee exchanges, secondments or leave without pay to work in other relevant organisations. The objectives of such exchanges are to enhance skill and career development opportunities for employees and to improve the efficiency and effectiveness of the ABC.

## **12.4 Trainees and Cadets**

12.4.1 Trainee and cadet programs will be developed to meet the present and future needs of the ABC. The ABC will use a combination of in-house and recognised institutional courses to supplement on-the-job training to ensure the all round development of competencies.

12.4.2 Trainee and Cadet positions will be specifically identified. Periods of training will be determined by the stream and type of traineeship or cadetship, provide that:

- (a) the training period will not exceed three years, subject to performance requirements being met;
- (b) for cadet journalists who commence as graduates of an approved and appropriate tertiary course, the training period will not exceed one year, subject to performance requirements being met; and
- (c) cadet journalists who graduate from an approved and appropriate tertiary course while employed will be advanced to the final year.

12.4.3 Trainees and cadets will receive instruction and guidance from responsible people throughout the term of the training program. Where they are required to attend courses or lectures in their chosen field at an appropriate tertiary institution, such time will be paid by the ABC.

12.4.4 The salary of trainees and cadets will be determined in accordance with the relevant Work Level Standards and the Performance Management System.

## Part D Employment Arrangements

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### 13. Forms of Employment

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Employees covered by this agreement will be employed under one of the following categories.

- Ongoing employment
- Fixed term / specified task employment
- Casual employment

#### 13.1 Ongoing Employment

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

#### 13.2 Fixed Term/Specified Task Employment

- 13.2.1 Fixed term and specified task employment will only be used where the specific job performed by the employee and/or the specific competencies exercised by the employee are not required on an ongoing basis.

- (a) Fixed term employment is for a fixed period, subject to termination at the stated finish date, except in cases where summary dismissal is lawful in which case no notice will be given.
- (b) Specified task employment is for a specified task where employment will cease on completion of the task, except in cases where summary dismissal is lawful in which case no notice will be given.

- 13.2.2 If fixed term employment is extended beyond the date of termination or completion of the specified task, then the subsequent employment will in most cases, in fact be 'ongoing employment' and in such cases the employment shall be formally identified by the ABC as ongoing employment. If the ABC asserts that any such sequential employment is not in fact ongoing employment then the onus shall be on the ABC to establish that the employment is not in fact ongoing employment.

#### 13.3 Casual Employment

- 13.3.1 A casual employee is engaged by the hour in return for payment for the hours worked (with a minimum payment for four hours per call).

- 13.3.2 A casual employee is an employee engaged to perform work on an intermittent basis or on a series of separate but unbroken periods for reasons that are unpredictable. Principles that indicate casual employment include:

- (a) the ABC can elect to offer employment on a particular day or days and when offered, the employee can elect to work;
- (b) there is no certainty about the period over which employment of this type will be offered; and
- (c) the engagement is characterised by informality, uncertainty, and irregularity.

- 13.3.3 A casual employee will receive a 20% loading in lieu of leave benefits provided under the Agreement.

#### 13.4 Probation

- 13.4.1 All new ongoing employees will have their initial work performance assessed during a period of probation.

- 13.4.2 The purpose of probation is to ascertain whether the employee has the skills and capacity to carry out the job satisfactorily.
- 13.4.3 Subject to 13.4.4, the probationary period will be three months. The ABC may, at its discretion and in writing, extend the probationary period for a further period of three months.
- 13.4.4 The probationary period for a trainee or cadet will be for a maximum period of 12 months and will be advised to the trainee or cadet in writing prior to the commencement of employment.

## **14. Part Time Employment**

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### **14.1 Definition**

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

### **14.2 Initiation of Part Time Employment**

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

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

- 14.3.1 Before any period of part time employment commences, an agreement in writing will be required between the ABC and the employee which specifies:
  - (a) the prescribed weekly or cycle hours;
  - (b) for non rostered employees, the pattern of hours (including starting and finishing times) to be worked. Any agreement reached will be in accordance with the relevant clauses of this Agreement applying to Schedule A (Non-Rostered) employees;
  - (c) for rostered employees, the pattern of hours (including starting and finishing times) to be worked. Any agreement reached will be in accordance with the relevant clauses of this Agreement applying to Schedule A (Rostered) or Schedule B employees. Provided that where this information is not specified, part time rostered employees may be rostered for work on any day of the week or cycle and for any number of days and daily hours which can be worked by an equivalent full time employee; and
  - (d) that the employee may accept or reject a request to work additional hours or overtime without prejudicing the part time work agreement.
- 14.3.2 The matters agreed under 14.3.1 will not be varied, amended or revoked without the consent of the employee. Any agreed variation will be in writing.

- 14.3.3 The minimum hours of work for a part time employee will be not less than four on any day.
- 14.3.4 Where a full time employee is permitted to work part time for an agreed fixed period for personal reasons, the date of reversion to full time employment shall be specified in writing and the employee will revert to full time employment unless a further period of part time employment is approved.

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

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

#### **14.5 Other Part Time Provisions**

- 14.5.1 Subject to 14.5.2, other provisions of this Agreement that can apply to part time employees will apply on a pro-rata basis, provided they are not inconsistent with the provisions of this clause.
- 14.5.2 Part time employees will be entitled to expense related allowances, as specified in the relevant clause of this Agreement.

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

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### **15. Salaries**

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#### **15.1 Salary Increases under this Agreement**

- 15.1.1 Employees covered by this Agreement will receive the following:
- (a) 3% paid administratively with effect from 10 July 2006;
  - (b) 2% payable with effect from 11 December 2006;
  - (c) 4% payable from the first full pay period in July 2007;
  - (d) 3% payable from the first full pay period in July 2008;
  - (e) an interim increase of 1% for the period from 1 April 2009 to 5 July 2009;
  - (f) 4% increase on the rates as adjusted by paragraph (d) (i.e. salary payable prior to 1 April 2009) from 6 July 2009.

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

- 15.2.1 Employees covered by this Agreement shall be paid a base salary in accordance with **Schedule A** or **Schedule B**, giving effect to the above increases.
- 15.2.2 Differences in employment conditions attaching to **Schedule A** and **Schedule B** salary rates are specified in:
- Part G    Hours, Penalties and Overtime;** and
  - Part I    Leave and Public Holidays.**
- 15.2.3 Employment under **Schedule A** or **Schedule B** will be determined by agreement between the ABC and an employee.
- 15.2.4 An employee working under a Schedule other than the standard Schedule for that work area may revert to the standard Schedule with two weeks notice prior to the commencement of the next roster cycle.
- 15.2.5 The standard Schedule applying in a work area will be the schedule that applies to the majority of employees in that work area.
- 15.2.6 The standard Schedule in a work area may be varied with the agreement of the ABC and the majority of employees in that defined area.

#### **15.3 Method of Payment**

- 15.3.1 Unless otherwise agreed between the ABC and the majority of employees, employees will be paid fortnightly.
- 15.3.2 The fortnightly rate of pay will be calculated by applying the following formula:

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

#### **15.4 Salary Sacrifice**

- 15.4.1 Subject to the provisions of this clause, an employee may choose to sacrifice part of their base cash salary for non-cash benefits under an approved scheme consistent with ABC policy in relation to salary sacrifice and subject to compliance with relevant Government directives and taxation legislation.

- 15.4.2 Participation in the scheme will not affect an employee's salary for superannuation or any other purpose.
- 15.4.3 Any money owed to the ABC as a result of an employee participating in the scheme must be repaid before the employee leaves the ABC.
- 15.4.4 Participation in the scheme will be entirely voluntary and employees will be responsible for obtaining their own financial advice regarding salary sacrifice. As not all options have necessarily beneficial financial outcomes, employees are strongly recommended to seek independent financial advice.

## 16. Classifications

### 16.1 Definitions

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

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

### 16.2 Work Level Standards

- 16.2.1 Employees will be graded in one of nine salary bands in accordance with the Work Level Standards applying to each classification.
- 16.2.2 The parties recognise the importance of finalising the current draft Work Level Standards. Accordingly priority will be given to the completion of that task through a joint review of the standards.
- 16.2.3 Any dispute about the Work Level Standards will be dealt with in accordance with **clause 58. Prevention and Resolution of Disputes.**

### 16.3 Performance of Work

- 16.3.1 An employee may be required to perform a broader range of functions and/or move between functions and work areas within the limits of their competence, training and classification. The requirement to perform work in accordance with this clause will be consistent with the ABC's obligation to provide a healthy and safe working environment and will not be designed to promote deskilling.
- 16.3.2 Subject to statutory requirements, the absence of formal qualifications will not of itself be a barrier to the consideration of task broadening/mobility options. Rather, attention will be paid to the employee's knowledge, skills and experience in being able to meet operational requirements, and to the employee's development needs and career aspirations identified in the Performance Management system.



## **17. Salary Progression**

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### **17.1 Progression to a Higher Band**

- 17.1.1 Progression from one salary band to a higher band will constitute promotion and will occur as a result of:
- (a) competitive, merit based selection to a vacant position; or
  - (b) appraisal of an employee's performance in accordance with Part F. Performance Management.

### **17.2 Progression Within a Band**

- 17.2.1 Progression within a salary band will be determined following an appraisal of an employee's performance in accordance with **Part F Performance Management**.

## **18. Higher Duties Allowance**

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- 18.1.1 An employee who is temporarily required to perform duties commensurate with a higher salary band for a continuous period of five days or more will be paid an allowance commensurate with the higher band.
- 18.1.2 Authorised leave (excluding long service leave) occurring during a period of approved higher duties will be paid at the higher rate.
- 18.1.3 An employee who, at the date this Agreement is certified, is on continuous higher duties for an indefinite period (usually at least more than 12 months) will be promoted to the position and payment of the higher duties allowance will cease.

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

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### **19.1 Salary Packages**

- 19.1.1 The ABC and an employee (or the employee's representative) may negotiate a salary package to meet circumstances for a defined period where this Agreement does not provide sufficient flexibility to satisfy a particular activity.
- 19.1.2 'Salary package' may include one or more of the following elements: base salary, hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime, additional annual leave, public holidays, allowances and/or non-cash benefits.
- 19.1.3 Salary determined for salary packaging purposes shall be regarded as salary for superannuation purposes in accordance with the relevant legislation.
- 19.1.4 The salary package, to the extent of any inconsistencies, will override the terms and conditions of this Agreement in all matters except average weekly ordinary hours and annual leave. Provided that the terms and conditions of the salary package will not, on balance, result in a reduction of the overall terms and conditions to which the employee would otherwise be entitled under this Agreement.
- 19.1.5 The employee will be advised of their right to representation in negotiating the package. Any agreement will be in writing.

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

- 19.2.1 By agreement with the ABC, an employee in Band 4 and above may be paid a loading (buyout) in lieu of one or more of the following elements: hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime and/or allowances. Provided that:



- (a) minimum free days per fortnight will be not less than four;
- (b) the loading will not, on balance, result in a reduction of the overall terms and conditions to which the employee would otherwise be entitled under this Agreement; and
- (c) the loading will be regarded as salary for superannuation purposes in accordance with the relevant legislation.

- 19.2.2 Such agreement will be in writing and will state which payments are displaced by the loading and by what amount. The employee will be advised of their right to representation in negotiating the agreement.
- 19.2.3 Prior to entering into such an agreement, the employee will be advised of an estimate of the payments they would have been entitled to for the prospective year based, as far as possible, on the pattern of hours they will be expected to work.
- 19.2.4 If the employee's pattern of ordinary hours of work changes during the period of the agreement or the loading is found to be wrongly calculated or extraordinary events have intervened, the level of loading may be reviewed and the rate changed by agreement to reflect the new circumstances. Failing this, the buyout agreement may be terminated by either the employee or the ABC two weeks prior to the commencement of the next roster cycle.
- 19.2.5 The buyout agreement will last for a period of 12 months at which time the level of loading will be reviewed or either party may terminate and revert to the conditions contained in this Agreement.
- 19.2.6 The loading will be payable during all periods of paid leave (other than long service leave), provided that payment of the loading during personal leave will be capped at one month per annum.'

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

- 19.3.1 For short term distant assignments, or on the coverage of special events, an employee involved in these activities may, for a specified period of time, be paid a buyout, which may include one or more of the following elements: hours of work (including arrangement of hours and free days), rosters and changes to rosters, special rates, shift penalties, overtime, public holidays and/or allowances.
- 19.3.2 The buyout will be calculated on the basis of an assessment of anticipated hours and work patterns over the specified period, and will be mutually agreed in writing between the ABC and the employee (or the employee's representative).
- 19.3.3 Periods of leave taken in conjunction with the assignment will not attract the buyout.
- 19.3.4 The buyout agreement may be terminated by either the employee or the ABC two weeks prior to the commencement of the next roster cycle.

### **19.4 Excluded Employees**

- 19.4.1 Band 9 employees who are in receipt of an annual salary equal to or greater than Rate 'a' as specified in **Schedule A** or **Schedule B** shall be exempt from the provisions of **Part G Hours, Penalties and Overtime** and any other clauses of this Agreement with the agreement of the employee.

### **19.5 Averaging of Shift Penalties**

- 19.5.1 The parties to this Agreement may consider proposals to average shift penalties for a work area over a predefined period.
- 19.5.2 Where the parties agree, composite pay reflecting such proposals may apply on the basis that costs will be comparable to the costs of such payments made under **Part G Hours of Work, Penalties and Overtime**.

## Part F Performance Management

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### 20. Performance Management

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#### 20.1 Objectives

- 20.1.1 Performance management describes the ongoing process of planning, monitoring, reviewing and making decisions about employee performance and salary level. The purpose of the system is to foster a high performance culture in which:
- (a) the ABC's goals are realised efficiently and effectively; and
  - (b) employees benefit through active participation in the process, feedback on performance, recognition and reward for their efforts, and improved development and career opportunities.
- 20.1.2 Specific objectives of the system are to ensure that:
- (a) individual job plans are clearly linked to corporate, business and work area plans;
  - (b) employees gain a better understanding of their roles and the standards expected of them;
  - (c) employees have an opportunity to participate in the job planning process;
  - (d) the skills and potential of employees are explored and developed;
  - (e) high performance is acknowledged and rewarded; and
  - (f) areas of poor performance are addressed and improved.

#### 20.2 Application

- 20.2.1 Ongoing employees will participate in the performance management system, which will be applied in accordance with agreed guidelines consistent with this clause.

#### 20.3 Performance Cycle

- 20.3.1 The performance cycle is the 12 month period during which the employee's job is planned, regular feedback is given and received, and the employee's performance is formally appraised.
- 20.3.2 An employee's performance cycle starts on:
- (a) the anniversary of their commencement as an ongoing employee (Provided that where they commenced continuous employment in the same role and at the same salary other than as an ongoing employee, the cycle will start on the anniversary of their commencement of continuous employment in that role); or
  - (b) the anniversary of their last promotion or transfer with salary increase, where this is different from (a); or
  - (c) the common cycle date for their division if applicable, subject to 20.3.4.
- 20.3.3 Except where an employee is working to a common performance cycle, any leave taken that does not count as service will extend the period of the cycle by the number of days taken.
- 20.3.4 The ABC will decide on a divisional basis whether to adopt a common performance cycle date or remain with individual anniversaries. A minimum of 6 months notice will be given prior to the introduction of a common cycle. To be eligible for their first appraisal under a common cycle, an employee must have been working to their job plan under the common cycle for a minimum period of six months, or a period of at least six months must have elapsed since their last Appraisal.

#### 20.4 Job Plan

- 20.4.1 The job plan will provide a clear description of the employee's role and objectives for the forthcoming performance cycle. The job plan will be based on the operational plans of the work area, the employee's competencies, development needs and career aspirations, and will be consistent with the relevant Work Level Standards.
- 20.4.2 Job planning may involve managers in designing new jobs to keep pace with changing operational requirements, or finetuning existing jobs around the range of functions appropriate to the employee's classification. However in many cases, for example where a number of employees are performing similar work, job plans may be generic. Similarly, where the work of an employee does not markedly change from year to year, the previous year's job plan may be rolled over to the next year.
- 20.4.3 The job plan will:
- (a) define the job's role, key functions and required competencies;
  - (b) indicate the appropriate salary band or bands;
  - (c) identify key performance indicators; and
  - (d) identify any learning and development activities to be undertaken.
- 20.4.4 The job plan will be developed by the manager with the participation of the employee and shall be mutually agreed in writing. In the case of disagreement at this stage, the employee or the manager may refer the matter to the manager's manager and to the director in an attempt to have it resolved.

## **20.5 Feedback and Review**

- 20.5.1 There will be ongoing feedback between the manager and the employee throughout the performance cycle. This feedback will take into account the employee's performance, the effectiveness and appropriateness of the job plan, any modifications or variations to the plan required, and progress in implementation of any learning and development activities identified in the plan.
- 20.5.2 An important objective of the feedback process will be to maintain common understandings about work requirements and development needs, and to minimise misunderstandings by both the employee and the manager over performance standards and expectations.

## **20.6 Managing Underperformance**

- 20.6.1 Discussions about work performance may be held at any time as part of the ongoing feedback process. Where a problem with an employee's performance is identified and the manager determines that formal processes need to be applied, the manager will:
- (a) advise the employee in writing that an underperformance issue/s needs to be addressed;
  - (b) inform the employee of the performance standards they are expected to achieve and the area/s of performance they need to improve;
  - (c) provide an opportunity for the employee to respond so that all relevant matters can be considered, including any possible changes to the performance standards expected and any requests by the employee for training, coaching, re-arrangement of duties or changes to the work environment;
  - (d) set a reasonable period over which the employee's performance will be monitored and a date for review having regard to (c) above.
- 20.6.2 If adequate progress has not been made by the review date, the ABC:
- (a) may decide to transfer the employee to another function or work area with the employee's agreement; or
  - (b) will commence the procedures for dealing with unsatisfactory performance in accordance with **clause 21. Unsatisfactory Performance**.

## **20.7 Appraisal**

- 20.7.1 An appraisal of the employee's performance will be conducted by the manager in discussion with the employee at the end of the performance cycle. Where the employee is unavailable for an appraisal because of an absence on leave, the appraisal will be undertaken as soon as possible on their return.
- 20.7.2 The appraising manager will obtain feedback from other managers or supervisors (where available) for whom the employee has worked during the cycle.
- 20.7.3 The employee will be given at least one week's notice prior to their appraisal. The employee will at that time be provided with a copy of their job plan and shall be advised that they may provide additional information in accordance with 20.7.4.
- 20.7.4 The employee may, prior to their appraisal, bring to the attention of their manager details of supplementary tasks and functions and levels of performance demonstrated during the cycle that have not been included in the job plan. In most cases it is expected that these details will have been dealt with through the processes described in 20.5 .
- 20.7.5 Subject to (a) and (b) of this paragraph, performance over the cycle will be rated in accordance with the following definitions having regard to the requirements of the Job Plan and the Work Level Standards:

<i><b>Rating</b></i>		<i><b>Description</b></i>
U	Unsatisfactory Within Current Band	Performance fails to meet minimum work requirements within the current band and indicates that unsatisfactory results have been delivered against a significant number of key indicators.
M	Meets Requirements Within Current Band	Performance meets work requirements within the current band and indicates that adequate results have been delivered against most key indicators.
E	Exceeds Requirements Within Current Band	Performance exceeds work requirements within the current band and indicates that better than satisfactory results have been consistently delivered against most key indicators.
P	Meets or Exceeds Requirements Within Next Higher Band	Performance meets or exceeds work requirements within the next higher band and indicates that substantial or outstanding results have been consistently delivered against most key indicators.

- (a) A rating of 'U' will only be possible where attempts to remedy underperformance in accordance with 20.6 have proved unsuccessful.
- (b) A rating of 'P' will only be possible where the job plan has been drawn up or subsequently changed to include the next higher band.
- 20.7.6 The appraisal rating will be used as the basis for providing the employee with formal feedback regarding their performance at the end of the cycle.
- 20.7.7 The appraisal rating will also 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) Employees in Bands 1-6 will be advanced.
- (i) one salary point within their current band with a rating of 'M'; or
- (ii) two or more salary points within their current band with a rating of 'E'.

(c) Employees in Bands 7 to 8 will be advanced within their current band with a rating of 'E'.

(d) Employees in Bands 1 to 8 who are rated 'P' will be advanced to the next higher band.

20.7.8 Salary for employees in Band 9 will be at the discretion of management.

20.7.9 Following delegate approval, the employee will be advised of their appraisal rating and salary outcome, in writing and with reasons in support, within 14 days of the appraisal meeting.

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

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

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

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

- (a) The appeal must be in writing and must be lodged within seven days of the delegate's reconsideration decision.
- (b) The appeal will be considered by a panel comprising:
  - (i) a management nominee other than the original assessor;
  - (ii) an ABC employee nominated by the appellant; and
  - (iii) a chairperson mutually agreed between the ABC and the appellant (or their representative), who is from outside the work area and has been trained or is experienced in assessment procedures.
- (c) The panel will consider relevant material and will seek the views of the affected employee, the employee's manager, up to two referees nominated by the employee and any other persons associated with the employee's work. The panel may make its own inquiries and will provide an opportunity for the employee and the manager to address any adverse material.
- (d) The panel will provide its recommendation to the director from among the following options:
  - (i) that the original rating and/or salary outcome stands;
  - (ii) that an alternative rating and/or salary outcome be awarded (which may include a variation to the job plan where this was the subject of the appeal); or
  - (iii) that the original rating be set aside.
- (e) The director will advise the employee of his/her decision within one month of the appeal being lodged or as soon as possible thereafter. Where necessary, as a consequence of the decision, the employee's rating and/or salary will be adjusted accordingly. In the event that the director rejects the panel's recommendation, the director will furnish the employee and the panel with a clear statement of the reasons for rejection and shall provide a copy of the panel's recommendation to the employee.

## **20.9 Timing of Salary Increases**

- 20.9.1 The date of effect for any salary action arising from an appraisal shall be the first pay period to commence on or after the date of completion of the performance cycle.

## **20.10 Long Term Temporary Duties**

- 20.10.1 Ongoing employees on long term temporary transfer (including higher duties) and fixed term or specified task employees engaged for a period of 18 months or longer will participate in a simplified appraisal process after 12 months continuous duty in their temporary role. The manager will rate the employee's performance having regard to the job description (or job plan where available) and the Work Level Standards. The appraisal rating will be used to govern salary advancement in accordance with 20.7.7. The provisions of subclause 20.8 Reconsideration and Appeal will not apply.
- 20.10.2 An employee will have their appraisal rating from their acting position applied to their substantive position when the temporary transfer ceases. At that time their substantive job plan will be reviewed.

## **21. Unsatisfactory Performance**

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### **21.1 Performance Improvement Plan**

- 21.1.1 Where attempts to remedy underperformance have proved unsuccessful (in accordance with **clause 20.6 Managing Underperformance**), the manager will notify the employee that there is a problem and will develop a performance improvement plan setting out:
- (a) in what ways and to what extent the employee's performance is unsatisfactory;
  - (b) the standards of performance required. These standards will be set fairly and shall be consistent with the Work Level Standards;
  - (c) where appropriate, details of training programs and/or any rearrangement of duties or changes to the work environment designed to assist the employee to meet the required standards of performance;
  - (d) a reasonable time frame for the employee to show improvement;
  - (e) the likely consequences if the employee does not meet the required standard.
- 21.1.2 The development of the performance improvement plan and the assessment of the employee's performance against that plan will be carried out with the ongoing involvement of a Human Resources manager.
- 21.1.3 During a meeting with the employee to discuss the performance improvement plan, the manager will:
- (a) review the plan with the employee, including the performance standards they are expected to achieve, the area/s of performance they need to improve and by when;
  - (b) provide an opportunity for the employee to respond so that all relevant matters can be considered, including any possible changes to the performance standards expected and any requests by the employee for training, coaching, re-arrangement of duties or changes to the work environment;
  - (c) confirm the time frame over which the employee's performance will be monitored against the plan and the date for review having regard to (b) above;
  - (d) inform the employee of the likely consequences if they do not meet the required standard.

### **21.2 Assessment**

- 21.2.1 The employee's performance will be assessed against the objectives and over the period specified in the performance improvement plan.

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



- 21.3.1 If it is determined that the employee's performance has improved to a satisfactory standard, then appropriate recognition will be provided and the performance improvement process will be closed.
- 21.3.2 At their next annual appraisal, if the employee's performance is rated 'Meets' or better, all references to the earlier incidence of unsatisfactory performance will be removed from the employee's personal file.

## **21.4 Failure to Remedy Performance**

- 21.4.1 If it is determined that the employee's performance remains unsatisfactory, the employee will be formally notified that they have failed to remedy their performance and will be asked to give reasons as to why the ABC should not take action in accordance with 21.4.3. The notification will identify all concerns relating to the employee's performance and will provide an opportunity for the employee to respond at a meeting or in writing.
- 21.4.2 If a satisfactory response is provided by the employee, the ABC may institute a further period of assessment of performance.
- 21.4.3 If a satisfactory response is not provided, or the employee does not comply with the ABC's request, the delegate may:
  - (a) redesign the employee's position to an equal or lower salary band;
  - (b) transfer the employee to another position at an equal or lower salary band; or
  - (c) dismiss the employee with due notice, or payment in lieu, in accordance with the relevant provisions of **clause 55. Termination of Employment**. Unless the performance review establishes that the unsatisfactory performance is within the control of the employee, a severance payment will be provided in accordance with **subparagraph 52.10.1(b)** and the termination will be treated, subject to the relevant superannuation legislation, as an involuntary retirement.
- 21.4.4 At any stage during the above process the employee may choose to be accompanied or represented by a person of their choice.



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

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

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#### **22.1    Application**

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

#### **22.2    Hours of Work**

##### 22.2.1    Arrangement of hours

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

##### 22.2.2    Standard Day

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

##### 22.2.3    Flexitime

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

- (a)    Working arrangements will be subject to operational requirements and the approval of the manager;
- (b)    Start and finish times will be within the bandwidth 7.00am to 7.00pm;
- (c)    Core time will be between the hours of 10.00am and midday and 2.00pm and 4.00pm, provided that an unpaid meal break of at least 30 minutes shall be taken each day between the hours of midday and 2.00pm (NB. Core time means the period during the day when an employee will perform ordinary duty, unless absent on approved leave or approved core time absence):
  - (i)    attendance will be monitored over a 2 week cycle;
  - (ii)    an employee may accumulate up to a maximum of 10 hours in a cycle and carry this over to the next cycle;
  - (iii)    where the accumulated flexi debit (current shortfall plus carry over from the previous cycle) exceeds 10 hours at the end of the cycle, the excess hours will be without pay; and
  - (iv)    credit flexidays, or parts thereof, may be taken by the employee with the approval of the manager, provided that total core time absence in any cycle must not exceed the core time for a single day.

##### 22.2.4    Approved core time absence (refer to 22.2.3(c) for definition of core time)

- (a)    An employee must not be absent during core time unless on approved leave or with a manager's approval. A core time absence must not exceed the core time for a single day in any two week cycle. Core time absences may be used for a full day absence or part day absences.
- (b)    Core time absence should be permitted only where an employee has sufficient flexi credit to cover the core time absence. This would not prevent an employee going into

flexi debit as a result of a full day absence. This subparagraph will not prevail where the ABC, having regard to operational requirements, determines otherwise.

22.2.5 Cessation of flexitime

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

## **22.3 Flexible Working Hours Agreements**

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

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

## **22.4 Public Holidays**

22.4.1 An employee shall be paid an additional 150% of their ordinary rate of pay for ordinary duty worked on a public holiday with a minimum payment of four hours (subject to clause 37.5.2 in the case of a half day public holiday).

22.4.2 The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31 in which case payments are based on ABC salary point 31.

## **22.5 Overtime**

22.5.1 Overtime is defined as follows:

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

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

22.5.3 The following overtime rates apply:

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

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

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### **23.1 Application**

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

### **23.2 Hours of Work**

#### 23.2.1 Arrangement of hours

- (a) Full time employees will work an average of 38 ordinary duty hours per week on the following basis:
  - (i) on no more than 10 days over a two week cycle; or
  - (ii) on no more than 19 days over a four week cycle.
- (b) The arrangement of hours (i.e. two or four weeks) will be determined by agreement between a defined group of employees or an individual employee and the ABC, having regard to:
  - (i) operational requirements;
  - (ii) the need for employees to balance their work and private responsibilities; and
  - (iii) the ABC's 'duty of care' and other obligations flowing from relevant OH&S and EEO legislation.
- (c) In the event that no agreement can be reached under subparagraph (b), then either party has the right to follow the procedures set out in **clause 58. Prevention and Resolution of Disputes.**

#### 23.2.2 Daily hours

- (a) Daily ordinary hours will be no less than 7 and no more than 10 (excluding meal breaks), provided that daily ordinary hours may be as little as four for staff working on radio presentation/production shifts:
  - (i) on weekends and public holidays;
  - (ii) for outside broadcasts; or
  - (iii) for the recording and/or live broadcast of live music performances.
- (b) Daily ordinary hours may be worked on any day Monday to Sunday inclusive.

#### 23.2.3 Consecutive days worked

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

#### 23.2.4 Break between shifts

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

#### 23.2.5 Meal and Crib Breaks

- (a) Unpaid meal breaks shall be not less than 30 minutes and not more than 60 minutes duration. Crib breaks counting as time on duty shall be less than 30 minutes but not less than 15 minutes duration.
- (b) As far as practicable meal breaks should be allowed during the following recognised meal periods.
  - 7.00 am to 9.00 am
  - Noon and 2.00 pm
  - 5.00 pm to 7.00 pm
  - Midnight to 1.00 am

- (c) As far as practicable, periods of duty should not exceed 5 hours without either a meal or crib break, but in any case will not exceed 6 hours.

### **23.3 Rostered Free Days (RFDs)**

#### **23.3.1 Entitlement**

- (a) Where a two weekly cycle is worked, an employee will receive a minimum of four Rostered Free Days (RFDs), with at least two days consecutive.
- (b) Subject to (c), where a four weekly cycle is worked, an employee will receive a minimum of nine RFDs arranged so that:
  - (i) at least two sets of consecutive days are granted, one of three RFDs and one of two RFDs; or
  - (ii) at least three sets of two consecutive days are granted.
- (c) The ABC may allow an employee on a four weekly cycle to accumulate or anticipate one RFD in each cycle up to a maximum of five. In such cases the employee will receive a minimum of eight RFDs with at least two sets of two days consecutive.

#### **23.3.2 Definition of RFD**

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

### **23.4 Flexible Working Hours Agreements**

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

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

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

#### **23.4.3 Any agreement will be in writing and may be terminated by the employee or the ABC with two weeks notice.**

### **23.5 Rosters and Changes to Rosters**

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

#### **23.5.2 Rosters will be designed to meet:**

- (a) operational requirements;
- (b) the need for employees to balance their work and private responsibilities; and
- (c) the ABC's 'duty of care' and other obligations flowing from relevant OH&S and EEO legislation.

#### **23.5.3 Rosters will incorporate start and finish times and RFDs.**

#### **23.5.4 Except where mutually agreed, an employee will be given at least 72 hours notice of a change of shift, including the replacement of an RFD with a shift, unless the change is due to the unexpected sickness or absence of another employee, in which case notice shall be given no**

later than the time of finishing work on the previous day or, if off duty, not less than 24 hours prior to the ceasing time of rostered duty on the day of the requirement.

- 23.5.5 Except where mutually agreed, an employee will be given at least 72 hours notice where an RFD is to be rostered in lieu of a rostered shift.
- 23.5.6 Any changes to rosters with less than 72 hours notice will be confirmed with employees.
- 23.5.7 This subclause does not apply to employees on a distant assignment.

## **23.6 Exchange of shifts**

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

## **23.7 Special Rates**

- 23.7.1 General
  - (a) Payments prescribed in this subclause are limited to hours of ordinary duty.
  - (b) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.
- 23.7.2 Insufficient notice of roster change
 

Where an employee is not notified of a roster change in accordance with subclause 23.5, they will be paid at the rate of 50% additional to the ordinary rate of pay for that part of the new shift which occurs outside the limits of the original shift, subject to the difference between the starting or finishing times of the two shifts being greater than 90 minutes. Provided that any hours worked in excess of the original number of hours as a result of the roster change will be treated as overtime in accordance with subclause 23.9.
- 23.7.3 Work over six hours without a break
 

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

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

If the additional break between the time at which an employee finishes work and the commencement of the 24 hours of a RFD is less than the break specified in subparagraph 23.3.2(b), the gap between the actual break granted and the specified break will be paid for at the rate of 50% additional to the employee's ordinary rate of pay.

## **23.8 Shift Penalties**

- 23.8.1 General
  - (a) Payments prescribed in this subclause shall not be taken into account in the calculation of overtime or in the determination of any allowance based on salary, nor shall they be paid with respect to any shift more than once.
  - (b) Payments prescribed in 23.8.2 and 23.8.3 shall not be payable for periods of duty for which the provisions of subclause 23.7 Special Rates apply.

- (c) Payments prescribed in 23.8.7 (midnight to dawn) shall not be payable for periods of duty for which the provisions of 23.7.4 (Insufficient break between shifts) and 23.7.5 (Insufficient break over RFDs) apply.
- (d) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.
- (e)

#### 23.8.2 Monday to Friday Shifts

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

#### 23.8.3 Continuous late shifts

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

#### 23.8.4 Saturday

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

#### 23.8.5 Sunday

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

#### 23.8.6 Public Holiday

Payment shall be made at the rate of 150% additional for all ordinary duty performed on a public holiday with a minimum payment of four hours (subject to paragraph 37.5.2 in the case of a half day public holiday).

#### 23.8.7 'Midnight to dawn'

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

### 23.9 Overtime

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

- (a) in excess of daily rostered hours;
- (b) in excess of 10 hours on any day;
- (c) in excess of an average of 38 hours per week over a two or four week cycle;
- (d) on a cancelled rostered free day (CRFD) for which no substitute is provided (subject to 25.5.4);
- (e) on each day that falls outside a limit of 12 consecutive days worked (except on a distant assignment);
- (f) on a shift that is not continuous with ordinary duty on any day (subject to 25.5.4) except on a distant assignment.

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

#### 23.9.3 Overtime rates

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

23.9.4 Time off in lieu of overtime

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

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

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### **24.1 Application**

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

### **24.2 Hours of Work**

24.2.1 Arrangement of hours

- (a) Full time employees will work an average of 38 ordinary duty hours per week on the following basis:
  - (i) on no more than 10 days over a two week cycle; or
  - (ii) on no more than 19 days over a four week cycle.
- (b) The arrangement of hours (i.e. two or four weeks) will be determined by agreement between a defined group of employees or an individual employee and the ABC, having regard to:
  - (i) operational requirements;
  - (ii) the need for employees to balance their work and private responsibilities; and
  - (iii) the ABC's 'duty of care' and other obligations flowing from relevant OH&S and EEO legislation.
- (c) In the event that no agreement can be reached under subparagraph (b), then either party has the right to follow the procedures set out in **clause 58. Prevention and Resolution of Disputes.**

24.2.2 Daily hours

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

24.2.3 Consecutive days worked

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

24.2.4 Consecutive overnight shifts

The number of consecutive overnight night shifts worked will not exceed five. An overnight night shift is defined as a shift commencing on or after 8.00pm.

24.2.5 Break between shifts



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

#### 24.2.6 Meal and Crib Breaks

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

### 24.3 Rostered Free Days (RFDs)

#### 24.3.1 Minimum entitlement

- (a) Where a two weekly cycle is worked, an employee will receive a minimum of four Rostered Free Days (RFDs), with at least two days consecutive.
- (b) Subject to (c), where a four weekly cycle is worked, an employee will receive a minimum of nine RFDs arranged so that:
  - (i) at least two sets of consecutive days are granted, one of three RFDs and one of two RFDs; or
  - (ii) at least three sets of two consecutive days are granted.
- (c) The ABC may allow an employee on a four weekly cycle to accumulate or anticipate one RFD in each cycle up to a maximum of five. In such cases the employee will receive a minimum of eight RFDs with at least two sets of two days consecutive.
- (d) In the cycles (two weekly or four weekly) in which Christmas Day and Good Friday occur, the number of RFDs will be increased by one and, where practicable, will be given consecutively with another free day or days during the cycle.
- (e) Where a federal, state or territory government gazettes a public holiday as a once only event to mark a special occasion and where it is not in substitution for any existing public holiday, the number of RFDs in the cycles (two weekly or four weekly) in which the special public holiday occurs will be increased by one (or, in the case of a half day public holiday, by half a day) and, where practicable, will be given consecutively with another free day or days during the cycle.
- (f) Where an employee is required to work on a day which was indicated as a RFD, the ABC will give a substitute RFD within the same or next succeeding shift cycle. Further, the substitute RFD will, wherever practicable, be granted so that it is consecutive with another free day, or at a time convenient to the employee.
- (g) An employee who is not given any of the RFDs to which they are entitled under this subclause will be paid overtime for work performed on such days (CRFDs) in accordance with subclause 24.9.

#### 24.3.2 Definition of RFD

- (a) In this clause, Rostered Free Day (RFD) means a day (24 hours) during which an employee is not required to attend for duty or hold themselves available for duty.
- (b) Where a single RFD is given, an additional break of 11 hours should be provided between the time at which the employee finishes work and the commencement of the 24 hours of the RFD. Where two or more consecutive RFDs are given, this additional break will be reduced to eight hours.
- (c) Where the additional break is less than the break specified in subparagraph (b), the gap between the actual break granted and the specified break will be paid in accordance with subclause 24.8.

### 24.4 Flexible Working Hours Agreements

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

## **24.5 Rosters and Changes to Rosters**

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

## **24.6 Exchange of shifts**

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

## **24.7 Shift Penalties**

- 24.7.1 General
- (a) Payments prescribed in this subclause shall not be taken into account in the calculation of overtime or in the determination of any allowance based on salary, nor shall they be paid with respect to any shift more than once or for which any other form of penalty payment is made under this Agreement.
  - (b) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of
  - (c) ABC salary point 23, in which case payments are based on ABC salary point 23.
- 24.7.2 Monday to Friday shifts
- (a) An employee who is rostered to perform and actually performs ordinary duty on a shift any part of which falls between the hours 7.30pm and 7.30am Monday-Friday, shall be paid an additional 15% of their ordinary rate of pay for that shift.
  - (b) Provided that for rural employees the hours shall be 6.00pm to 6.30am, Monday to Friday.
- 24.7.3 Continuous late shifts
- (a) An employee who is rostered to perform and actually performs ordinary duty for at least four consecutive weeks on a shift falling wholly within the hours of 7.30pm and 7.30am shall be paid an additional 30% of their ordinary rate of pay for each Monday to Friday shift during that period.
  - (b) Provided that for rural employees the hours shall be 6.00pm to 6.30am, Monday to Friday.

#### 24.7.4 Consecutive overnight shifts

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

#### 24.7.5 Saturday

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

#### 24.7.6 Sunday

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

### 24.8 Special Rates

#### 24.8.1 General

- (a) Payments prescribed in this subclause are limited to hours of ordinary duty.
- (b) The additional payments prescribed in this subclause are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.

#### 24.8.2 Insufficient break between shifts

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

#### 24.8.3 Insufficient break over RFDs

If the additional break between the time at which an employee finishes work and the commencement of the 24 hours of a RFD is less than the break specified in subparagraph 24.3.2(b), the gap between the actual break granted and the specified break will be paid for at the rate of 50% additional to the employee's ordinary rate of pay.

### 24.9 Overtime

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

- (a) in excess of daily rostered hours;
- (b) after 11 hours from commencement of ordinary duty on any day;
- (c) in excess of an average of 38 hours per week over a two or four week cycle;
- (d) on a cancelled rostered free day (CRFD) for which no substitute has been provided (subject to 25.5.4);
- (e) on each day that falls outside a limit of 12 consecutive days worked (except on a distant assignment);
- (f) on a shift that is not continuous with ordinary duty on any day (subject to 25.5.4) except on a distant assignment.

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

#### 24.9.3 Overtime rates

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

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

Sunday                                      double time

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

#### 24.9.4 Time off in lieu of overtime

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

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

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### **25.1 Application**

- 25.1.1 All employees shall, to the extent applicable, be covered by the provisions of this clause.
- 25.1.2 This clause should be read in conjunction with the specific conditions on hours of work, penalties and overtime contained in the following clauses:

Clause 22. Schedule A (Non-Rostered) Employees

Clause 23. Schedule A (Rostered) Employees

Clause 24. Schedule B Employees

### **25.2 Employment under Schedules A or B**

- 25.2.1 Employment under **Schedule A** or **Schedule B** conditions shall be determined in accordance with **subclause 15.2 Rates of Pay**.

### **25.3 Shiftwork - Schedule A Employees**

- 25.3.1 Schedule A employees will be regarded as rostered employees if they are required to perform ordinary duty outside the period 8.00am to 6.00pm Monday-Friday and/or on Saturday or Sunday for an on-going or fixed period.
- 25.3.2 Otherwise they will be regarded as non-rostered employees.

### **25.4 Calculation of Hours Worked**

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

### **25.5 General Overtime Conditions**

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

Overtime payments are calculated on the basis of the employee's ordinary rate of pay, unless the rate is in excess of ABC salary point 31, in which case payments are based on ABC salary point 31.
- 25.5.3 Calculation
  - (a) An employee's salary for the purpose of computation of overtime shall include higher duties allowance and/or any other allowance in the nature of salary.

- (b) The hourly rate for payment of overtime shall be obtained by applying the following formulae:

Time and a half rate	$\frac{\text{Annual salary}}{313} \times \frac{6}{38} \times \frac{3}{2}$
Double time rate	$\frac{\text{Annual salary}}{313} \times \frac{6}{38} \times \frac{2}{1}$
Double time and a half rate	$\frac{\text{Annual salary}}{313} \times \frac{6}{38} \times \frac{5}{2}$

- (c) The period for which overtime shall be paid shall be calculated to the nearest quarter of an hour of the total amount in each cycle. No overtime shall be payable unless the excess duty totals 15 minutes or more.

#### 25.5.4 Minimum payment

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

### 25.6 Emergency Duty (Schedule A only)

- 25.6.1 Where a Schedule A employee is required to attend work and deal with an emergency at a time when they would not normally be at work, and no notice was given to them prior to ceasing work, they shall be paid for such emergency duty at the rate of double time. Payment will include time spent necessarily travelling to and from work.
- 25.6.2 The minimum emergency duty payment shall be for two hours.
- 25.6.3 This subclause will not apply to rostered employees whose duty for the day is varied by alteration to the commencement time of the scheduled shift to meet an emergency.

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

- 25.7.1 The ABC recognises that a marked variation in 'out of hours' contact and return to work situations may occur across the ABC.
- 25.7.2 Where warranted, the ABC will establish, by agreement with affected employees, a compensation mechanism based upon the nature of the contact circumstances and the incidence of call-back requirements.

### 25.8 Limitations on Additional Payments

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

## Part H Allowances and Miscellaneous Payments

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### 26. Meal Allowance

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- 26.1.1 Employees will be eligible to receive a meal allowance in the following circumstances:
- (a) Where they commence work at or before 6.00am and the period of work extends to or beyond 2.00pm;
  - (b) Where they commence work at or before 12 noon and the period of work extends to or beyond 7.00pm;
  - (c) Where they commence work at or before 6.00pm and the period of work extends to or beyond 1.00am;
  - (d) Where they commence work at or before 12 midnight and the period of work extends to or beyond 9.00am.
- 26.1.2 Provided that no meal allowance will be paid where the employee is receiving travelling allowance or an adequate meal has been provided by the ABC.
- 26.1.3 The prescribed rate of the meal allowance is contained in Schedule C, which will be reviewed periodically by the ABC.

### 27. Private Vehicle Allowance

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- 27.1.1 The ABC may authorise an employee to use a private vehicle owned or hired by the employee for official purposes, where such authorisation is warranted in terms of greater efficiency or involves the ABC in less expense.
- 27.1.2 The ABC may grant permission for an employee to use a private vehicle:
- (a) for a specific journey or purpose; or
  - (b) to travel to or from work on emergency duty; or
  - (c) to return to the employee's permanent station to take annual leave where the employee has been temporarily transferred from one place to another.
- 27.1.3 The prescribed rate per kilometre of the private vehicle allowance is contained in Schedule C, which will be reviewed periodically by the ABC.
- 27.1.4 An employee will be eligible for an additional payment where the employee can demonstrate that the allowance payable is insufficient to meet expenses reasonably incurred on official business.

### 28. Television Clothing Allowance

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

### 29. First Aid Allowance

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



## **30. Relocation and Reunion Assistance**

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- 30.1.1 The ABC will determine on a case by case basis the extent of payment of reasonable costs associated with relocation from one locality to another of an employee upon promotion, transfer (including temporary transfer), or engagement in accordance with ABC 'Relocation & Reunion Assistance Guidelines'. Payment of reasonable costs will include, but not be limited to, conveyance of employee and family, and removal and other relevant expenses.
- 30.1.2 Where, in respect of their duties with the ABC, an employee has been temporarily relocated to a new locality for a period of at least three months, they may be reimbursed the costs of travel for an appropriate number of return journeys for the purposes of visiting family. The frequency of reimbursement of return travel costs will be determined by the relevant delegate on a case by case basis in accordance with ABC 'Relocation & Reunion Assistance Guidelines'.
- 30.1.3 Any proposed variation to the Relocation and Reunion Assistance Guidelines will be the subject of consultation between the parties. Any dispute will be dealt with in accordance with **clause 58. Prevention and Resolution of Disputes**.

## **31. Isolated Locality Assistance**

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### **31.1 District Allowance**

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

### **31.2 Isolated Locality Fares**

- 31.2.1 An employee working permanently at a locality listed below will be eligible for fares assistance for return travel to the nearest state capital for leave of absence in respect of themselves and any eligible partner and dependants, subject to the following:
  - (a) for the localities of Alice Springs, Broome, Karratha (Dampier), Kununurra, Longreach, Mt Isa and Port Hedland, the fares assistance will be available once in respect of every completed 12 months' service.
  - (b) for the localities of Cairns and Townsville, the fares assistance will be available once in respect of every completed 24 months' service.
- 31.2.2 The ABC will authorise additional fares assistance to an employee and any eligible partner and dependants, on a case-by-case basis, where circumstances so warrant including emergency and compassionate reasons.
- 31.2.3 Where an employee, who has not utilised all or part of two previously accrued entitlements to fares assistance, becomes eligible for a third entitlement, the first entitlement (or any remaining part thereof) will lapse.
- 31.2.4 **Darwin Airfares Assistance**  
 Schedule A employees who were employed by the ABC in Darwin as at 30 June 1998 and Schedule B employees who were employed by the ABC in Darwin as at 3 July 2000 will be entitled to airfares assistance in accordance with Schedule D of this Agreement, provided that they have not accepted and been paid the buyout specified in the Schedule. Such entitlement shall continue while they are employed in Darwin.



## **32. Reimbursement of Miscellaneous Expenses**

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- 32.1.1 The ABC will approve the reimbursement of miscellaneous expenses reasonably incurred in the course of an employee's work, in the following cases:
- (a) the loss or damage to clothing or personal effects;
  - (b) where special clothing requirements are necessary for an employee to work on a particular assignment or at a particular locality;
  - (c) where excess fares are incurred by an employee in travelling to a new workplace following a temporary change in work location. Excess fares are not payable where an employee has been transferred to a new location on an ongoing or long term basis (i.e greater than three months); and/or
  - (d) other circumstances considered warranted by the delegate.

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

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- 33.1.1 The parties acknowledge that in the usual course of events travel between home and work is the responsibility of the employee. As a general rule, therefore, the ABC will not reimburse taxi fares or issue taxi vouchers for travel by employees between home and work.
- 33.1.2 As a clear exception to this general rule, the ABC will provide reasonable assistance with the cost of travel to or from work in situations where:
- (a) the employee is required to commence work between 9.30pm and 6.00am; or
  - (b) the employee is returning home after finishing work between 9.30pm and 6.00am.
- 33.1.3 Definition of 'reasonable assistance'
- For the purpose of this clause:
- (a) 'reasonable assistance' means the provision of a suitable conveyance or taxi voucher or reimbursement of a taxi fare to enable the employee to reach the nearest means of regular public transport, or parking station, or their place of work or home up to a maximum distance of 30 kms;
  - (b) eligibility for assistance under 33.1.2 is limited to those employees who would otherwise normally be able to use public transport to travel to and from work.
- 33.1.4 Otherwise, the provision of transport assistance for the employee will be at the discretion of managers, with approval limited to exceptional circumstances. Examples of exceptional circumstances could include where:
- (a) an employee becomes sick at work;
  - (b) a member of an employee's family has an accident or becomes sick or is otherwise in need of urgent assistance;
  - (c) an employee who is not on call is called in for an emergency; or
  - (d) an employee finishes work late, there are legitimate safety concerns, and there is no reasonable alternative to a taxi.
- 33.1.5 Where approval is given under the circumstances at 33.1.4(d) it should usually be limited to the provision of reasonable assistance as defined in this clause, although individual circumstances may necessitate a different approach.

## **34. Special Circumstances Work Allowance**

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

## Part I Leave and Public Holidays

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### 35. Annual Leave

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#### 35.1 Schedule A Employees

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

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

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

where: A = the number of hours per week for the entitlement period.

B = the number of calendar days to count as service in the period.

C = 4

D = the number of calendar days in the year of service.

35.1.3 Additional Leave for Sundays Worked

- (a) Schedule A employees rostered to work regular shiftwork on Sundays will be entitled to additional paid annual leave at the rate of one-tenth of a working week for each Sunday worked up to a maximum of one week's leave (equivalent to their ordinary weekly hours) entitlement per 12 months.
- (b) Rostered Sunday overtime shifts, including those that commence or cease on a Sunday and are of three hours or greater duration, will count for the purposes of this clause.
- (c) Additional leave under this clause will be subject to the same terms and conditions as normal annual leave.

#### 35.2 Schedule B Employees

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

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

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

where: A = the number of hours per week for the entitlement period.

B = the number of calendar days to count as service in the period.

C = 6

D = the number of calendar days in the year of service.

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

#### 35.3 General Conditions in Relation to Annual Leave

35.3.1 Entitlement

- (a) Annual leave is accrued in hours and credited on a fortnightly basis.
- (b) Granting of annual leave is subject to the approval of the relevant manager. Leave will be granted in accordance with actual rostered hours for rostered employees, or if

granted in advance of the roster, in accordance with the prescribed hours for the employee. For full time employees the prescribed nominal daily hours are

- (i) 7 hours 36 minutes for employees working a two weekly cycle, or
- (ii) 8 hours for employees working a four weekly cycle.
- (c) Annual leave counts as service for all purposes.
- (d) Casual employees will be paid a loading in lieu of annual leave in accordance with **subclause 13.3 Casual Employment**.
- (e) Where warranted, the Managing Director or delegate may approve the granting of additional annual leave in cases where an employee has worked an excessive amount of unpaid overtime.

#### 35.3.2 Utilisation

- (a) Consistent with the purpose of annual leave, employees will be encouraged to utilise their annual leave credit to facilitate an appropriate break from work.
- (b) Employees will have access to their pro rata entitlement as the leave accrues.
- (c) On provision of one month's notice, the ABC may direct employees with annual leave credits in excess of two years and six months service to take up to one quarter of their credit as annual leave at or after the subject anniversary date in periods of one week or greater.
- (d) Employees may apply to cash out:
  - (i) any amount of excess annual leave which has been credited to them before the date of this Agreement; and
  - (ii) subject to guidelines, up to 2 weeks annual leave which has been credited to them for each year of service after the date of this Agreement for full time employees (or pro rata thereof for part time employees).

#### 35.3.3 Effect of Public Holidays

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

#### 35.3.4 Cancellation of leave

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

#### 35.3.5 Payment on separation

Annual leave credits will be paid in lieu on termination of employment from the ABC.

#### 35.3.6 Pre 1966 employees

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

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

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

<i>Locality</i>	<i>Maximum additional annual leave in days per 12 months</i>
<i>Kununurra .....</i>	<i>7</i>
<i>Darwin, Katherine, Alice Springs, Broome, Kalgoorlie, Esperance, Karratha (Dampier), Port Hedland,.....</i>	<i>5</i>
<i>Longreach, Mt Isa .....</i>	<i>3</i>
<i>Broken Hill, Cairns, Townsville .....</i>	<i>2</i>

## **36. Annual Leave Loading**

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- 36.1.1 Eligible employees will be entitled to an Annual Leave Loading in accordance with the provisions of this clause except where, during the period of leave taken, they are in receipt of a 'salary package' or 'annual buyout' that includes an amount in lieu of shift penalties.
- 36.1.2 Annual leave loading will be calculated and paid for each full day of annual leave taken. The amount will be the greater of either:
- (a) the daily equivalent of 17.5% of base salary up to the prescribed maximum set by the Australian Statistician; or
  - (b) the daily equivalent of average shift penalties earned in the previous (rolling) 52 week period less any periods during which the employee was on leave.
- 36.1.3 On separation from the ABC, employees will be paid annual leave loading in relation to any unused annual leave for which they will receive payment in lieu.

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

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### **37.1 Entitlement**

- 37.1.1 In respect of Schedule A employees, the following paid designated public holidays will apply each calendar year:
- (a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - (b) 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - (c) Good Friday and the following Saturday and Monday;
  - (d) 25 April (Anzac Day) (or substitute);
  - (e) the relevant Queen's Birthday observance day;
  - (f) the 'Labour Day' or equivalent in the respective location;
  - (g) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
  - (h) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December; and
  - (i) the additional Commonwealth nominated post Christmas holiday.
- 37.1.2 Additionally, up to two further local paid public holidays (or summation of part days), where recognised by the ABC, may also apply at the respective locality.
- 37.1.3 The total of all public holidays applied in any locality in any calendar year cannot exceed 13.

### **37.2 Special Additional Public Holidays**

- 37.2.1 Where a federal, state or territory government gazettes a public holiday as a once only event to mark a special occasion and where it is not in substitution for any existing public holiday, the public holiday will be observed in addition to those specified in 37.1.

### **37.3 Substituted days**

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

### **37.4 Day off In lieu**

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

### **37.5 Half Day Public Holiday**

- 37.5.1 A half day public holiday will cover a period of 12 hours and will either cease at midday or commence at midday, depending on the event being celebrated.
- 37.5.2 The minimum additional payment for ordinary duty performed on a public holiday pursuant to paragraph 23.8.6 will, in the case of a half day public holiday, be reduced by any periods of ordinary duty worked prior to the commencement or after the finish of the half day public holiday.
- 37.5.3 Where in a regular cycle of rostered work an employee is rostered off on a day on which a half day public holiday occurs, the ABC will grant a nominal half day's leave in lieu of the holiday, together with a credit of the hours for a half day. Provided that where this is not practicable, the employee will be paid a half day's pay at the ordinary rate.

## **38. Personal Leave**

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### **38.1 Entitlement**

- 38.1.1 Employees will have access to 18 days paid personal leave annually to be used, with the approval of their manager, if they
- (a) are absent due to their own personal illness or injury; or
  - (b) need to provide care or support to a member of their immediate family or household because of personal illness or injury or an unexpected emergency affecting the member.

- 38.1.2 Approval will be subject to the employee:
- (a) having the available personal leave credits;
  - (b) advising the ABC as soon as reasonably practicable of any absence; and
  - (c) providing suitable supporting documentation when requested by the ABC.
- 38.1.3 Personal leave for caring purposes is only to be used for occasional non-enduring situations and in any event will not exceed a total of 10 days (1/26<sup>th</sup> the annual hours worked by the employee) in any personal leave credit year.
- 38.1.4 There is no limit to the maximum continuous amount of personal leave that may be used for absences due to the employee's own personal illness or injury, subject to available credits, medical certification and, if required, the opinion of a medical practitioner nominated by the ABC.
- 38.1.5 The ABC may approve personal leave without pay when personal leave credits are exhausted.

### **38.2 Definition of 'family'**

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

### **38.3 Credits and Debits**

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

### **38.4 Supporting Documentation**

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

### **38.5 Special Circumstances**

- 38.5.1 Advancement of credits
- If special circumstances exist an employee can apply to the delegate for consideration of advancement of personal leave credits.
- 38.5.2 Conversion to half pay



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

### 38.5.3 Fitness for work

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

### 38.5.4 Interaction with Annual or Long Service Leave

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

### 38.5.5 Interaction with Maternity Leave

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

### 38.5.6 Interaction with Worker's Compensation

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

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

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

### 38.5.8 Special War Service provisions

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

### 38.5.9 Recognition of previous service

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



## **39. Miscellaneous Paid Leave**

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### **39.1.1 Compassionate Leave**

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

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

### **39.1.2 Other Special Leave**

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

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

### **39.1.3 Discretionary Leave**

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

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

### **39.1.4 Study Leave**

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

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

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

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

## **40. Long Service Leave**

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

## **41. Parental Leave**

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### **41.1 Maternity Leave**

- 41.1.1 Female employees of the ABC with 12 months prior service are entitled to take up to 52 weeks Maternity Leave of which 12 weeks will be paid in accordance with the provisions of the Maternity Leave (Commonwealth Employees) Act 1973.
- 41.1.2 An employee taking Maternity leave may elect to take the paid portion of that leave at half pay over a period of 24 weeks. However, Maternity Leave taken at half pay will not count as service beyond 12 weeks.
- 41.1.3 Female employees who are ineligible for paid maternity leave may take up to 52 weeks unpaid leave.
- 41.1.4 Transfer to a safe job
  - (a) Where a pregnant employee produces a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of illness or risks arising out of her pregnancy or hazards connected with that position the ABC will, where reasonably practicable, transfer the employee to a safe job.
  - (b) Where an employee produces such a medical certificate the ABC may seek an independent medical opinion.
  - (c) Where it is not reasonably practicable to transfer the employee to a safe job the ABC will grant, and may require the employee to take, additional paid leave immediately.
  - (d) Any such leave is in addition to any of the employee's other leave entitlements and any such period of leave ends on the earlier of either:
    - (i) the end of the period stated on the medical certificate;
    - (ii) the day before the end day of birth; or
    - (iii) the day before the end day of the pregnancy.

## **41.2 Adoption Leave**

- 41.2.1 Adoption leave is available to employees with 12 or more months continuous service where the adopted child is:
  - (a) under five years old; and
  - (b) not a child or step child of the employee or the employees' spouse or a child who has previously lived continuously with the employee for at least six months.
- 41.2.2 An employee wishing to take adoption leave must provide the ABC with adequate notice and documentary evidence of the pending adoption from an appropriate organisation.
- 41.2.3 Subject to 41.2.4, employees may take up to:
  - (a) 2 days unpaid leave to attend any interviews or examinations required to obtain approval for the adoption;
  - (b) six weeks paid adoption leave from the date they assume responsibility as the primary carer of the child; and
  - (c) 52 weeks unpaid adoption leave at any time within the 12 months following the date the employee assumes responsibility for the child.
- 41.2.4 The combined period of paid and unpaid adoption leave taken from the date the employee assumes responsibility for the child may not exceed 52 weeks. Provided that where both parents are employees of the ABC and they wish to share the adoption leave, the combined maximum period of leave must not exceed the total leave (paid or unpaid) available to a single employee.

## **41.3 Spouse/Partner Leave**

- 41.3.1 Spouse/Partner leave is unpaid leave available to an employee when their spouse or partner gives birth to a child.

- 41.3.2 An eligible employee is entitled to a single, unbroken period of leave (short spouse/partner leave) of up to one week taken within the week starting on the day his/her spouse or partner begins to give birth.
- 41.3.3 An eligible employee is entitled to take up to 52 weeks spouse/partner leave at any time within 12 months from the date of the birth of the child so that the eligible employee can be the child's primary care giver. The 52 weeks will be reduced by any period of short spouse/partner leave or personal leave taken by the employee.
- 41.3.4 An employee whose spouse or partner gives birth may use up to 10 days of their personal leave for caring purposes.
- 41.3.5 An employee wishing to take spouse/partner leave must provide the ABC with suitable notice and supporting documentation.

#### **41.4 Parental Leave to Count as Service**

- 41.4.1 Subject to 41.1.2, paid parental leave counts as service and unpaid parental leave does not count as service.

#### **41.5 Returning to Work from Parental Leave**

- 41.5.1 An employee returning from parental leave is entitled to return:
  - (a) to the position they held prior to the start of that leave; or
  - (b) if they were promoted or voluntarily transferred to a new position during the period of that leave, to the new position; or
  - (c) if prior to that leave they began working part-time because of the pregnancy or adoption, to the position they held immediately before starting to work part-time.
- 41.5.2 If the employee's pre parental leave position no longer exists and the employee is qualified and able to work in another position, the employee is entitled to return to:
  - (a) that position; or
  - (b) if there are 2 or more positions, to the position that is nearest in status and remuneration to the former position.
- 41.5.3 An employee returning from Parental leave may request to work part time in accordance with **subclause 14.2 Initiation of Part Time Employment.**

### **42. Purchased Leave**

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#### **42.1 Purchased Leave Agreement**

- 42.1.1 By agreement with the ABC, an ongoing employee may purchase up to 4 weeks additional leave per year, to be funded by fortnightly salary deductions spread evenly over the 12 month period in which the leave will be taken. Provided that:
  - (a) applications to purchase leave will only be considered where the employee's annual leave credit does not exceed 6 weeks at the time of application;
  - (b) the amount of purchased leave applied for must be in full weeks; and
  - (c) approval will be subject to operational requirements and will involve no additional cost to the ABC (i.e. compared with the employee's current arrangements).
- 42.1.2 The purchased leave agreement will be in writing, in advance, and will specify:
  - (a) the amount of leave to be purchased;
  - (b) the amount of salary to be deducted each fortnight; and
  - (c) the anticipated dates when the purchased leave will be taken.
- 42.1.3 Modifications can be made to the purchased leave agreement where mutually agreed.
- 42.1.4 Either the employee or the ABC can terminate the agreement with 2 weeks notice.

## **42.2 Related Conditions**

- 42.2.1 The fortnightly salary deductions for purchased leave will be calculated on the basis of the employee's ongoing salary (including annual buyout, district, first aid and clothing allowance where applicable) at the time of purchase. Higher duties allowance will not be included in the purchase cost and will not be paid to the employee during periods of purchased leave.
- 42.2.2 Unless otherwise agreed, purchased leave not taken in accordance with the purchased leave agreement will be reimbursed to the employee at the rate at which it was purchased.
- 42.2.3 Where, during the 12 month period in which the salary deductions for purchased leave are scheduled:
- (a) an employee ceases employment with the ABC; or
  - (b) the purchased leave agreement ceases to operate;
- and
- (c) payments for purchased leave taken remain outstanding
- the amount outstanding must be repaid in full and may be deducted from any termination payment or amount owing to the employee.
- 42.2.4 Purchased leave will count as service for all purposes.
- 42.2.5 Purchased leave is not annual leave and does not attract an annual leave loading.

## **43. Leave Without Pay**

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- 43.1.1 The ABC may approve leave without pay (LWOP) for periods up to 12 months having regard to operational requirements. Leave may be granted for a range of reasons including:
- (a) study purposes;
  - (b) to accompany a partner on a temporary posting;
  - (c) compassionate or caring reasons;
  - (d) secondments and exchanges;
  - (e) additional recreational purposes;
  - (f) other special circumstances considered appropriate to the interests of the ABC and the individual.
- 43.1.2 The ABC may also approve periods of LWOP or extensions of LWOP in excess of 12 months. Grants of LWOP in these cases may be for special circumstances, including but not limited to:
- (a) study reasons in the interests of the ABC;
  - (b) for an employee to take up full time service for an extended period with the Australian Defence Force or ally, or the United Nations;
  - (c) to accompany a spouse, employed by a Commonwealth organisation, on an overseas or interstate posting.
- 43.1.3 Unless otherwise approved, LWOP will not count as service for any purpose.
- 43.1.4 Periods of LWOP (not to count as service) will have the following effect on credits:
- (a) personal leave and long service leave - credit deferred by the entire period of the absence greater than five days in any personal leave credit year;
  - (b) annual leave - credit reduced by absences totalling more than five days per calendar year.
- 43.1.5 LWOP will not normally be approved until available annual leave credits are used.

## Part J Travel and Overseas Postings

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### 44. Distant Assignments

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#### 44.1 Definition

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

#### 44.2 Hours of Work

- 44.2.1 During a distant assignment, the total of actual work time and travel time shall count as hours worked, provided that travel time shall not include travel beyond eight hours on any day for:
  - (a) business class air travel;
  - (b) travel by ship on which accommodation and meals are provided; or
  - (c) travel by train where a sleeping berth is provided.
- 44.2.2 During a distant assignment, the daily ordinary hours will be the prescribed nominal hours. For full time employees the prescribed nominal daily hours are:
  - (a) 7 hours 36 minutes for employees working a two week cycle, or
  - (b) 8 hours for employees working a four week cycle.

### 45. General Travel Conditions

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- 45.1.1 Travel conditions will be applied in accordance with the ABC guidelines on employee travel.

### 46. Domestic Travelling Allowance

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#### 46.1 Eligibility

- 46.1.1 An employee who undertakes travel on official ABC business and is required to be absent overnight will be paid an allowance in respect of the costs of accommodation, meals and incidental expenses. Where an employee has been transferred permanently to a new locality, travelling allowance will not apply in respect of the transfer.

#### 46.2 Rate of Payment

- 46.2.1 The allowance is to be calculated in accordance with the travelling allowance rates notified from time to time by the Department of Employment, Workplace Relations and Small Business.

#### 46.3 Adjustment to Allowance

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

**46.4 Absence not less than ten hours**

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

**46.5 Reviewed Travelling Allowance**

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

**46.6 Expenses paid by ABC**

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

**47. Overseas Travelling Allowance**

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**47.1 Eligibility**

- 47.1.1 An employee who undertakes overseas travel on official ABC business will be paid:
- (a) an allowance in respect of meals and incidental expenses to be calculated in accordance with the overseas travel rates reviewed by the ABC from time to time; and
  - (b) transport and accommodation expenses in accordance with the ABC International Travel Guidelines.

**47.2 Adjustment**

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

**48. Travel By Air**

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**48.1 Domestic**

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

**48.2 International**

- 48.2.1 Employees will travel Business Class when travelling on ABC business overseas unless:
- (a) the flight is less than four hours duration;
  - (b) the employee is not required to commence work within 11 hours after arriving at their destination; or
  - (c) otherwise agreed (in accordance with the guidelines).

**48.3 Objection**

- 48.3.1 The ABC will not require an employee to undertake work involving air travel if that employee has a reasonable objection to air travel.

**48.4 Special Insurance**

- 48.4.1 An employee who as part of their employment is required to travel in an aircraft in circumstances which in the opinion of the Managing Director (or a person authorised by the Managing Director) may involve risks greater than involved in normal air charter operations shall be insured by the ABC for:
- (a) an amount of up to \$500,000 in the event of death; or
  - (b) amounts considered appropriate by the Managing Director (having regard to usual insurance practices) in the event of partial or total incapacity or injury.
- 48.4.2 The insurance referred to above is to be in addition to section 14(1) of the Air Accidents (Commonwealth Government Liability) Act 1963.
- 48.4.3 No special insurance or cover shall however apply in the case of an employee:
- (a) who is involved in travel by aircraft used by the Commonwealth for VIP flights; or
  - (b) who is involved in travel on a flight by a charter aircraft and the type of aircraft chartered is one which may customarily be used on scheduled flights and where no physical work is required of the employee on the flight.
- 48.4.4 The above clause will operate to the extent allowable by law.

**49. Insurance General**

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

**50. Overseas Posting Conditions**

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- 50.1.1 In respect of employees posted overseas on long term assignment, the ABC will continue to apply the provisions set out in the ABC overseas guidelines ie 'Notes on Overseas Postings', and adjust payments and allowance rates in accordance with overseas allowance variations.
- 50.1.2 Conditions relating to employees posted overseas will be reviewed during the life of this Agreement.



## Part K Managing Change

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### 51. Consultation

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#### 51.1 Principles

- 51.1.1 The parties recognise that the ABC will continue to change and that the impetus for change may be the result of strategic decisions, audience requirements, new technology or funding issues, amongst other things.
- 51.1.2 The parties recognise that commitment to the implementation of major change is enhanced by the involvement of affected employees in the process of developing change proposals. To this end the parties acknowledge that the effective management of change must involve those employees (and their representatives) who will be affected by the change.
- 51.1.3 The involvement must be based on a process of consultation which means the provision of relevant information, discussion, and providing genuine opportunities for affected employees (and their representatives) to contribute to the decision making process.

#### 51.2 Notification of Change

- 51.2.1 Where the ABC has developed a formal proposal to introduce changes in organisation structure(s), work practices and/or technology (including computer hardware or software) that is likely to have a significant effect on employees, the ABC will notify the affected employees and their representatives to initiate discussions before implementation of the proposed changes.

#### 51.3 Significant Effect

- 51.3.1 'Significant effect includes redundancy; major changes in the composition, operation or size of the ABC's workforce or in the skills required; elimination or diminution of job or promotion opportunities; alteration of hours of work (excluding regular roster changes); need for retraining or transfer of employees to other work or locations; restructuring of jobs, or where there are occupational health or safety implications.

#### 51.4 Discussion

- 51.4.1 Discussions with employees and their representatives referred to above will include but may not necessarily be limited to:
  - (a) reason(s) for the change from existing technology, system(s), practice or organisation;
  - (b) the measures taken (or to be taken) by the ABC to avert or mitigate the possible adverse effects the changes may have on employees;
  - (c) training, retraining, skill or qualification requirements;
  - (d) assessment of the availability of required skills;
  - (e) consideration of other alternatives, if any;
  - (f) occupational health and safety implications, if any;
  - (g) accommodation implications, if any;
  - (h) the capacity of any proposed technology or system to monitor employees' work performance, or to have an impact on an employee's privacy;
  - (i) job classification changes;
  - (j) trialing and evaluation procedures;
  - (k) schedule for implementation; and
  - (l) the impact, if any, on areas which may be indirectly affected by the change.

- 51.4.2 For the purpose of the discussions, the ABC will make available (in writing where practicable) all relevant information about the changes, as outlined above, provided that the ABC will not be required to disclose information which is 'commercial in confidence'.
- 51.4.3 The ABC will give prompt consideration to matters raised by employees and their representatives in relation to the changes.

## Part L Redundancy

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### 52. Redundancy

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

### 52.2 Reasons for Redundancy

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

### 52.3 Exclusions

- 52.3.1 This clause does not apply to:
- (a) Fixed term or specified task employees;
  - (b) Employees on probation; or
  - (c) Casual employees.

### 52.4 Consultation

- 52.4.1 Where possible redundancies have been identified, the ABC will at the earliest opportunity hold discussions with affected employees and their representatives concerning
- (a) the reasons for the redundancies and the measures taken to avoid or minimise those redundancies;
  - (b) the process to be followed where the redundancies arise from there being an excess number of employees within a class of employees (ie. the redundancy selection process); and
  - (c) alternatives to redundancy, including natural attrition, transfer and any opportunities for redeployment and/or retraining.
- 52.4.2 Provided that where the matters required to be discussed under this clause are covered in discussions under **Clause 51. Consultation**, those discussions will also be regarded as satisfying the requirements of this clause.

### 52.5 Notification of Redundancy

- 52.5.1 Where, following initial discussions and completion of a redundancy selection process if applicable, the ABC has determined that an employee is redundant for a reason or reasons specified in 52.2 , the ABC will ensure that the employee receives written notification inviting them to consider and choose from the following options:
- (a) To accept immediate retrenchment under 52.9.1(a); or
  - (b) To explore redeployment and retraining opportunities in accordance with 52.6 .
- 52.5.2 In the event the employee fails to advise the ABC of their choice within seven days of being informed under 52.5.1, the employee will be deemed to have chosen option (a) above.

- 52.5.3 An employee who is absent on approved annual leave, long service leave or leave without pay at the date of notification under 52.5.1 will be entitled to complete that leave and will not be required to make the choice under 52.5.1 until the conclusion of that leave, unless they agree otherwise. If the employee decides to complete their leave, that decision will not of itself delay progression of the reason/s giving rise to the redundancy.

## **52.6 Redeployment and Retraining Period**

- 52.6.1 If an affected employee chooses to explore redeployment and retraining opportunities, the ABC will:
- (a) make an assessment of their competencies;
  - (b) provide advice on employment options;
  - (c) canvass work areas for possible suitable vacancies;
  - (d) assess reasonable retraining options;
  - (e) assist with interview and job search skills;
  - (f) take other appropriate action.
- 52.6.2 At the employee's discretion, the ABC will continue to explore redeployment and retraining possibilities for up to six weeks from the date the employee was first notified under 52.5.1 that they are redundant.
- 52.6.3 An employee who takes personal leave during the redeployment and retraining period may apply, on production of a medical certificate, for an extension of the redeployment period for a period equal to the personal leave taken. An extension of the redeployment period will be at the discretion of the ABC, depending on the employee's prospects of redeployment and any other factor it considers relevant. If the period of personal leave is more than two weeks and the ABC declines an application for an extension, the employee will, in addition to the retrenchment payments set out in 52.10.1 receive a payment equal to the period of personal leave taken up to a maximum of four weeks.

## **52.7 Decision to Redeploy**

- 52.7.1 The ABC may redeploy an employee to a vacant position at or below the employee's substantive salary, provided that:
- (a) The employee is assessed by the ABC as possessing the competencies required for the position, or may be able to attain those competencies with reasonable training; and
  - (b) The employee agrees to the redeployment.
- 52.7.2 Where an employee is to be redeployed to a position at a lower substantive salary band, they will be entitled to income maintenance from the date of redeployment. The duration of income maintenance will be calculated incrementally at the rate of four weeks for each year (or part year thereof to a completed month) of continuous service. The minimum period of income maintenance will be 12 weeks and the maximum period 44 weeks.
- 52.7.3 Salary for income maintenance purposes will be fixed in dollar terms other than for increases applying under clause 15.1. Salary for income maintenance purposes will include any regular shift penalties received (on average) over the 12 months preceding the date of redeployment.
- 52.7.4 The amount of income maintenance will be reduced by the amount of any increase payable through the performance management system.

## **52.8 Substitution**

- 52.8.1 The ABC may at its discretion canvass interest for voluntary retrenchment from employees in substitution for the affected employee.

52.8.2 In assessing the viability of substitution, the ABC will have regard to the relative competency, experience and efficiency of the employees in question. The final decision in relation to substitution will rest with the ABC.

52.8.3 Where the ABC agrees to a substitution:

- (a) the substitute employee will, as soon as practicable, be formally notified that they are to be retrenched in accordance with 52.9.1(c); and
- (b) the original employee will be redeployed.

## **52.9 Notification of Retrenchment**

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

- (a) following initial discussions they do not wish to examine redeployment and retraining options; or
- (b) after choosing to examine redeployment and retraining options no suitable alternative employment has been found; or
- (c) the employee has agreed to be substituted under 52.8 .

## **52.10 Payments**

52.10.1 An employee who is retrenched~~will~~ receive:

- (a) notice or payment in lieu of notice:

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

Provided that payment in lieu of notice will require employee agreement in the case of an employee who is notified that they are to be retrenched under 52.9.1(b).

- (b) a severance payment equal to four weeks' salary for every completed year of service for the first five years and three weeks' salary for every completed year of service thereafter to a maximum of 24 years' service. Pro rata calculation to the nearest completed month of service applies after the first year.
- (c) any unpaid long service leave and pro rata long service leave.
- (d) any unpaid annual leave and annual leave bonus.
- (e) payment in lieu for the un-worked portion of the redeployment and retraining period specified in 52.6.2, where the employee (other than a substitute employee under 52.8 leaves before the expiration of the six week period.

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

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

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

52.10.3 For the purpose of calculating any payment under 52.10.1, 'salary' will include:

- (a) the employee's base salary;

- (b) higher duties allowance where the employee has been acting for a continuous period of at least 12 months immediately prior to the date of formal notification of retrenchment under 52.9;
- (c) regular shift penalties paid (on average) over the 12 months immediately preceding the date of formal notification, provided the employee has been paid penalties for at least half the pay periods over that period; and
- (d) other allowances in the nature of salary which are paid during periods of annual leave, excluding allowances which are reimbursement for expenses incurred, or payment for disabilities associated with the performance of duty.

52.10.4 Retrenched-employees who exercise their right under the mobility provisions of the Public Employment (Consequent and Transitional) Act 1999 to seek reappointment to the Australian Public Service will not be eligible for the payments under this clause.

## **52.11 Re-engagement**

52.11.1 An employee who is paid a retrenchment benefit will not be re-engaged by the ABC within 12 months of their retrenchment, without the approval of the Managing Director.

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

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### **53. Misconduct**

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#### **53.1 Definition**

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

#### **53.2 Process**

- 53.2.1 Where an allegation of misconduct is made, the employee will be:
- (a) Advised in writing of the nature of the alleged misconduct;
  - (b) Advised that at any stage during these or subsequent proceedings they may choose to be accompanied or represented by a person of their choice;
  - (c) Advised in writing of the process to be undertaken by the ABC to determine whether the alleged misconduct is substantiated; and
  - (d) In the event that an investigation is required, the employee will be advised in writing that an independent investigator will be appointed by the ABC. The investigator will be a person who has had no involvement in the misconduct or disciplinary proceedings, and will report their findings back to the relevant delegate;
  - (e) Provided with a right of access to any material relied upon and relevant to the allegation;
  - (f) Given an opportunity to respond and/or explain their actions or inactions and any mitigating factors they seek to have taken into consideration, provided that explanation is provided in a timely manner.
- 53.2.2 Where the ABC forms the view that the alleged misconduct, is likely to constitute serious misconduct, the ABC will advise the employee of that view at the earliest opportunity.

#### **53.3 Suspension**

- 53.3.1 Where the nature or seriousness of the alleged misconduct is such that it is reasonable to suspend the employee from duty, the ABC may suspend the employee with or without pay while an investigation is conducted.
- 53.3.2 An employee on suspension either with or without pay will not attend his/her place of work unless authorised by the ABC.
- 53.3.3 The ABC may grant an employee access to accrued annual and/or long service leave during a period of unpaid suspension.



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

#### **53.4 Disciplinary Action**

- 53.4.1 Where an allegation of misconduct is substantiated, the ABC may impose one or more of any of the following forms of disciplinary action, as appropriate to the nature and seriousness of the misconduct:
- (a) Reprimand the employee;
  - (b) Issue a written warning to the employee;
- and in the case of serious misconduct
- (c) Transfer the employee to another position at an equal or lower salary;
  - (d) Withhold the employee's salary for part or all of the period of suspension
  - (e) Reduce the employee's salary within the band
  - (f) Dismiss the employee with notice or payment in lieu in accordance with the relevant provisions of **clause 55. Termination of Employment**; or
  - (g) Dismiss the employee without notice where the misconduct is of such a nature that it would be unreasonable to require the ABC to continue the employment during the required period of notice.
- 53.4.2 The ABC may, in its discretion, determine that although the misconduct is substantiated, no disciplinary action should be taken, but the employee will be counselled and the counselling recorded on the employee's file.

#### **53.5 Written Warnings**

- 53.5.1 Where a written warning is issued, a copy will be placed on the employee's personal file and a copy given to the employee.
- 53.5.2 The warning will identify any corrective action to be taken, and that failure to comply with the corrective action may lead to further disciplinary action, including dismissal.
- 53.5.3 The warning will remain in effect for a period of two years from the date issued.
- 53.5.4 Where an employee has received two written warnings and those warnings are effective in accordance with 53.5.3, the employee will be advised that any further instance of misconduct within the next two years may result in dismissal.

#### **53.6 Summary Dismissal**

Nothing in this Agreement limits or affects in any way the ABC's right to dismiss an employee summarily if the employee has committed serious misconduct of such a nature that it would be unreasonable to require the ABC to continue the employment during the required period of notice.

### **54. Medical Incapacity & Rehabilitation**

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#### **54.1 Case Management**

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

## 54.2 Rehabilitation

- 54.2.1 Where a medical assessment indicates that an employee will not be able to return to their full work capacity within a reasonable time frame, the ABC may review the continued employment of the employee and take such action as is appropriate.
- 54.2.2 Appropriate action will depend on the circumstances of the individual case but may include:
- (a) implementing a rehabilitation plan;
  - (b) considering whether the employee could perform the inherent requirements of their pre-injury role with reasonable adjustment or accommodation of the employee's medical condition, taking into account the ABC's operational requirements;
  - (c) transfer to another suitable role, including one at a lower salary band where medical advice indicates the proposed duties are suitable;
  - (d) providing training and development for a reasonable period of time to assist with a career change; or
  - (e) termination of employment.
- 54.2.3 An employee will adhere to a rehabilitation plan implemented by the ABC in accordance with medical advice.
- 54.2.4 Where an employee refuses to adhere to a rehabilitation plan, an independent medical opinion will be sought to assess the suitability of the plan.

## 54.3 Salary Reduction & Termination

- 54.3.1 Should the rehabilitation of an employee with a non-worker's compensation injury fail to result in either a return to their pre-injury role or redeployment to a suitable permanent role within 12 months of their date of injury the ABC may direct the employee to perform duties the employee has been assessed as being fit to perform and the ABC may reduce the employee's salary to correspond with the level of those duties. Provided that:
- (a) Where necessary, independent medical advice will be sought to assess the level at which the employee is fit to work; and
  - (b) Where 12 months after the date of injury the employee continues to have a personal leave entitlement, they may utilise this entitlement to maintain their salary at the level of their pre-injury normal weekly earnings until such time as their personal leave is exhausted.
- 54.3.2 Failure to adhere to a rehabilitation plan that has been assessed as being suitable constitutes misconduct under subclauses 53.1.1(a) and (f) and the ABC may implement appropriate disciplinary action, including giving notice of termination of employment.
- 54.3.3 The ABC will not proceed with termination on medical grounds within a period of 52 weeks from the date of injury without the employee's agreement or unless the termination is in accordance with 54.3.2 and the provisions of the relevant superannuation legislation.

# 55. Termination of Employment

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## 55.1 Basis for Termination

- 55.1.1 Subject to 55.2.2, the ABC may terminate an employee's employment on the following basis:
- (a) Summarily, if the employee is guilty of serious misconduct such that it would be unreasonable to require the ABC to continue the employment of the employee during the required period of notice.
  - (b) On notice (or the provision of payment in lieu of notice), on the following grounds:
    - (i) Redundancy (in accordance with **clause 52**)
    - (ii) Medical incapacity (in accordance with **clause 54**)

- (iii) Unsatisfactory performance (in accordance with **clause 21**)
- (iv) Misconduct (in accordance with **clause 53**)
- (v) Abandonment of employment.

## **55.2 Notice on Termination**

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

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
<i>Up to and including 12 months.....</i>	<i>Two weeks</i>
<i>Over 12 months and under five years.....</i>	<i>Four weeks</i>
<i>Five years and over.....</i>	<i>Six weeks</i>

55.2.2 Paragraphs 55.1.1 and 55.2.1 will not apply in the case of

- (a) a fixed term or specified task employee whose employment ceases when the period or task for which they were employed has ended. The ABC may summarily dismiss a fixed term or specified task employee in appropriate circumstances.
- (b) a probationary employee, whose employment may be terminated on one week's notice. Provided that a probationary trainee or cadet with more than six months service may have their employment terminated on two week's notice. The ABC may summarily dismiss a probationary employee in appropriate circumstances.
- (c) a casual employee whose employment ceases when the period for which they were employed has ended.

## **56. Resignation or Retirement**

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

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

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

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

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### **57. Personal Grievance Resolution**

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- 57.1.1 Personal grievances between employees, or between an employee and their manager, will be dealt with in a manner that:
- (a) promotes timely resolution in the workplace;
  - (b) is fair and equitable, having regard to natural justice, good conscience and the merits of the case.
- 57.1.2 Consistent with these principles, personal grievances will be dealt with in accordance with the ABC Personal Grievance Policy.

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

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#### **58.1 Objectives**

- 58.1.1 It is the intention of the Parties to make genuine attempts to prevent and resolve disputes arising about the application of this Agreement at the workplace level.
- 58.1.2 The procedures set out in this clause provide a framework to facilitate the prevention and the resolution of dispute initially at the workplace level, and if required, through alternative dispute resolution procedures and arbitration.
- 58.1.3 Where either party chooses to be represented at any stage of the dispute resolution process, the representative must also cooperate with and be bound by the provisions of this clause.

#### **58.2 Continuation of Work**

- 58.2.1 Work as normal will continue while a matter is being resolved except in circumstances of a genuine occupational health and safety risk. In these circumstances an employee will not be required to work in an unsafe environment but will undertake suitable alternative work until the matter is resolved.

#### **58.3 Internal Process**

- 58.3.1 It is the responsibility of the ABC and the employees bound by this Agreement to take reasonable and genuine internal steps to prevent or settle disputes by discussion and, if necessary, by negotiation. In each instance the steps taken shall be timely and appropriate to the early settlement of the matters in dispute. The following internal steps will be applied:
- (a) Initially an employee should identify the matter in dispute and discuss it with their local manager or State Human Resources.
  - (b) Where this does not resolve the concern, the issue in dispute will be put in writing and referred to more senior levels of management within the relevant Divisions and to Federal Human Resources.

#### **58.4 Alternative Processes**

- 58.4.1 Where, following the completion of the processes in 58.3, a dispute is not resolved, the ABC and the employee must discuss, at a meeting or by correspondence, an alternative mechanism for the resolution of the dispute. The discussion may include the identity of the appropriate provider and the cost of any alternative dispute resolution process. The ABC and the employee may agree to refer the dispute to either the AIRC or to another body or person (ADR Provider) to conduct an alternative dispute resolution process in relation to the dispute.
- 58.4.2 The ADR Provider may conduct the following alternative dispute resolution processes to assist the ABC and the employee to resolve the dispute:

- (a) mediation;
- (b) conciliation;
- (c) assisted negotiation; or
- (d) case appraisal.

- 58.4.3 In conducting the alternative dispute resolution process, the ADR Provider may:
- (a) arrange for conferences between the ABC and the employee;
  - (b) convene conferences between the ABC and the employee; and
  - (c) meet with the ABC or the employee separately but with the knowledge of the other party.
- 58.4.4 In conducting the alternative dispute resolution process, the ADR Provider cannot:
- (a) compel a person to do anything;
  - (b) determine the rights or obligations of the ABC or the employee;
  - (c) make an award in relation to the matter, or matters, in dispute;
  - (d) make an order in relation to the matter, or matters, in dispute; or
  - (e) appoint a board of reference.
- 58.4.5 The conduct of the alternative dispute resolution process by the ADR Provider must be in accordance with the provisions in relation to privacy as set out in section 702 of the Workplace Relations Act 1996.
- 58.4.6 The alternative dispute resolution is complete if ABC and the employee agree the dispute is resolved or if either the ABC or the employee informs the ADR Provider that a party no longer wishes to continue with the process, or if the ADR Provider advises the ABC and the employee that in their opinion the dispute cannot be resolved through the alternative dispute resolution process.
- 58.4.7 The costs of the alternative dispute resolution process will be met by the ABC. Prior to the commencement of the alternative dispute resolution process the ABC will advise the employee of the funding available for the resolution of the dispute. The amount may be amended by the ABC during the alternative dispute resolution process

## **58.5 Referral for Arbitration**

- 58.5.1 If the dispute is not finalised, or there are outstanding matters to resolve, the ABC or the employee may submit the matters remaining in dispute for arbitration. The arbitrator will be the AIRC or, if mutually agreed, another independent arbitrator.
- 58.5.2 Neither the ABC nor the employee, nor a representative of the ABC or the employee, may refer a matter to the arbitrator under 58.5.1 unless the processes outlined in 58.2, 58.3 and 58.4.1 have been completed.
- 58.5.3 Prior to the commencement of an arbitration, the party notifying the dispute must provide the arbitrator with:
- (a) details of the process or steps taken to resolve the dispute at the workplace level and under the alternative dispute resolution process;
  - (b) the specific provisions of the Agreement relevant to the dispute;
  - (c) the matters requiring resolution;
  - (d) and provide a copy to the other party.
- 58.5.4 Prior to the commencement of an arbitration, the ABC and the employee will provide the arbitrator with, and serve on the other:
- (a) a list of the witnesses each party will be calling;
  - (b) witness statements setting out the evidence to be relied upon;
  - (c) copies of documents to be relied upon; and
  - (d) a statement of agreed facts.

## **58.6 Powers of the Arbitrator**

- 58.6.1 In conducting the arbitration, the arbitrator may:
- (a) make directions in relation to procedural matters regarding the arbitration;
  - (b) take evidence on oath or affirmation about matters relevant to the dispute;
  - (c) summon to appear before the arbitrator any witnesses or persons whose presence the arbitrator believes would assist in the resolution of the dispute;
  - (d) compel the production of documents that relate to the matter arising under this Agreement;
  - (e) arbitrate and determine the dispute in the absence of any party to the dispute or other person who has been notified of the dispute or who has been summoned to appear;
  - (f) at the request of the ABC and the employee, make a recommendation about particular aspects of the matter about which they are unable to reach agreement. The recommendation may be in writing.
  - (g) make a determination about the matters in dispute;
  - (h) provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed by the ABC and the employee that written reasons are not required.
- 58.6.2 The powers of the arbitrator under this clause are limited in their application by the matters in dispute as outlined by the ABC and the employee in accordance with 58.5.3(c).
- 58.6.3 In conducting the further dispute resolution process, the Commission cannot:
- (a) make an award in relation to the matter, or matters, in dispute;
  - (b) make an order in relation to the matter, or matters, in dispute; or
  - (c) appoint a board of reference.
- 58.6.4 In exercising any of the functions or powers set out in 58.6, the arbitrator must:
- (a) apply the rules of natural justice, and ensure that both the ABC and the employee have a reasonable opportunity to be heard;
  - (b) have regard to the established principles for dealing with disputes about an employer's managerial prerogative, including editorial decisions;
  - (c) act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form.
- 58.6.5 Subject to any appeal, any determination or direction the arbitrator makes in relation to a dispute will be accepted by all affected persons, and the ABC and the employee will comply with any direction or request, be it final or procedural.
- 58.6.6 Subclause 58.5 will not apply to disputes in relation to decisions that are subject to appeal against a selection decision in accordance with **subclause 10.8 Right of Appeal Against a Selection Decision**.
- 58.6.7 Subclause 58.5 will only apply to a dispute regarding a salary outcome or rating of an Appraisal, or a dispute arising where an employee believes that they have regularly been performing, and were required to perform, tasks beyond the level specified in their Job Plan, if the process outlined in **subclause 20.8 Reconsideration and Appeal Against an Appraisal Decision** has been completed. It will not apply where there is a dispute over an issue of merit.
- 58.6.8 No determination or recommendation may be made that is inconsistent with the terms of the Agreement.

## **58.7 Appeal of determination or direction**

- 58.7.1 The ABC or the employee, or a chosen representative on their behalf, may apply to the President of the AIRC to appeal a decision or direction of the AIRC in relation to that dispute within 21 days of the AIRC making that determination or direction.



- 58.7.2 Where a party to a dispute has applied to appeal a decision or direction of the AIRC pursuant to 58.7.1, a Full Bench or Presidential Member may, on application, on such terms and conditions as the Full Bench or Presidential Member considers appropriate, order that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal or until further order of a Full Bench or Presidential Member.
- 58.7.3 On the hearing of the appeal, the Full Bench may do one or more of the following:
- (a) confirm, quash or vary the decision or direction concerned; or
  - (b) direct the member of the AIRC whose decision or direction is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.

SIGNED:

**s.22 - Irrelevant information**

Managing Director  
For and on behalf of the Australian Broadcasting Corporation  
Date:

SIGNED:

**s.22 - Irrelevant information**

ABC Section Secretary  
For and on behalf of the Community and Public Sector Union  
Date:

SIGNED:

**s.22 - Irrelevant information**

Federal Secretary  
For and on behalf of the Media Entertainment and Arts Alliance  
Date:



# Schedule A Salary Rates

		10-Jul-06 3.00%	11-Dec-06 2.00%	9-Jul-07 4.00%	7-Jul-08 3.00%	1-Apr-09 Interim	6-Jul-09 4.00%
<b>Band 9</b>	Min. Rate	\$82,185	\$83,829	\$87,182	\$89,797	\$90,695	\$93,389
<b>Band 8</b>	Pt. 40	\$79,353	\$80,940	\$84,178	\$86,703	\$87,570	\$90,171
	Pt. 39	\$76,838	\$78,375	\$81,510	\$83,955	\$84,795	\$87,313
	Pt. 38	\$75,164	\$76,667	\$79,734	\$82,126	\$82,947	\$85,411
	Pt. 37	\$73,494	\$74,964	\$77,963	\$80,302	\$81,105	\$83,514
	Pt. 36	\$71,824	\$73,260	\$76,190	\$78,476	\$79,261	\$81,615
<b>Band 7</b>	Pt. 35	\$70,153	\$71,556	\$74,418	\$76,651	\$77,418	\$79,717
	Pt. 34	\$68,485	\$69,855	\$72,649	\$74,828	\$75,576	\$77,821
	Pt. 33	\$66,813	\$68,149	\$70,875	\$73,001	\$73,731	\$75,921
	Pt. 32	\$65,478	\$66,788	\$69,460	\$71,544	\$72,259	\$74,406
	Pt. 31	\$64,141	\$65,424	\$68,041	\$70,082	\$70,783	\$72,885
<b>Band 6</b>	Pt. 30	\$62,806	\$64,062	\$66,624	\$68,623	\$69,309	\$71,368
	Pt. 29	\$61,468	\$62,697	\$65,205	\$67,161	\$67,833	\$69,847
	Pt. 28	\$60,131	\$61,334	\$63,787	\$65,701	\$66,358	\$68,329
	Pt. 27	\$58,883	\$60,061	\$62,463	\$64,337	\$64,980	\$66,910
	Pt. 26	\$57,624	\$58,776	\$61,127	\$62,961	\$63,591	\$65,479
<b>Band 5</b>	Pt. 25	\$56,377	\$57,505	\$59,805	\$61,599	\$62,215	\$64,063
	Pt. 24	\$55,121	\$56,223	\$58,472	\$60,226	\$60,828	\$62,635
	Pt. 23	\$53,867	\$54,944	\$57,142	\$58,856	\$59,445	\$61,210
	Pt. 22	\$52,612	\$53,664	\$55,811	\$57,485	\$58,060	\$59,784
<b>Band 4</b>	Pt. 21	\$51,365	\$52,392	\$54,488	\$56,123	\$56,684	\$58,368
	Pt. 20	\$50,110	\$51,112	\$53,156	\$54,751	\$55,299	\$56,941
	Pt. 19	\$48,772	\$49,747	\$51,737	\$53,289	\$53,822	\$55,421
	Pt. 18	\$47,438	\$48,387	\$50,322	\$51,832	\$52,350	\$53,905
	Pt. 17	\$46,100	\$47,022	\$48,903	\$50,370	\$50,874	\$52,385
<b>Band 3</b>	Pt. 16	\$44,767	\$45,662	\$47,488	\$48,913	\$49,402	\$50,870
	Pt. 15	\$43,433	\$44,302	\$46,074	\$47,456	\$47,931	\$49,354
	Pt. 14	\$42,221	\$43,065	\$44,788	\$46,132	\$46,593	\$47,977
	Pt. 13	\$41,042	\$41,863	\$43,538	\$44,844	\$45,292	\$46,638
<b>Band 2</b>	Pt. 12	\$39,859	\$40,656	\$42,282	\$43,550	\$43,986	\$45,292
	Pt. 11	\$38,682	\$39,456	\$41,034	\$42,265	\$42,688	\$43,956
	Pt. 10	\$37,732	\$38,487	\$40,026	\$41,227	\$41,639	\$42,876
	Pt. 9	\$36,790	\$37,526	\$39,027	\$40,198	\$40,600	\$41,806
	Pt. 8	\$35,841	\$36,558	\$38,020	\$39,161	\$39,553	\$40,727
<b>Band 1</b>	Pt. 7	\$34,899	\$35,597	\$37,021	\$38,132	\$38,513	\$39,657
	Pt. 6	\$33,747	\$34,422	\$35,799	\$36,873	\$37,242	\$38,348
	Pt. 5	\$32,753	\$33,408	\$34,744	\$35,786	\$36,144	\$37,217
	Pt. 4	\$31,967	\$32,606	\$33,910	\$34,927	\$35,276	\$36,324
	Pt. 3	\$31,177	\$31,801	\$33,073	\$34,065	\$34,406	\$35,428
	Pt. 2	\$30,395	\$31,003	\$32,243	\$33,210	\$33,542	\$34,538
	Pt. 1	\$29,604	\$30,196	\$31,404	\$32,346	\$32,669	\$33,640

Salary rate defined for the purposes of subclause 19.4 of the Agreement

Rate "a"	\$125,955	\$128,474	\$133,613	\$137,621	\$138,997	\$143,126
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## Schedule B Salary Rates

		10-Jul-06 3.00%	11-Dec-06 2.00%	9-Jul-07 4.00%	7-Jul-08 3.00%	1-Apr-09 Interim	6-Jul-09 4.00%
<b>Band 9</b>	Min. Rate	\$85,391	\$87,099	\$90,583	\$93,300	\$94,233	\$97,032
<b>Band 8</b>	Pt. 40	\$82,561	\$84,212	\$87,580	\$90,207	\$91,109	\$93,815
	Pt. 39	\$80,042	\$81,643	\$84,909	\$87,456	\$88,331	\$90,954
	Pt. 38	\$78,371	\$79,938	\$83,136	\$85,630	\$86,486	\$89,055
	Pt. 37	\$76,703	\$78,237	\$81,366	\$83,807	\$84,645	\$87,159
	Pt. 36	\$75,032	\$76,533	\$79,594	\$81,982	\$82,802	\$85,261
<b>Band 7</b>	Pt. 35	\$73,362	\$74,829	\$77,822	\$80,157	\$80,959	\$83,363
	Pt. 34	\$71,692	\$73,126	\$76,051	\$78,333	\$79,116	\$81,466
	Pt. 33	\$70,021	\$71,421	\$74,278	\$76,506	\$77,271	\$79,566
	Pt. 32	\$68,686	\$70,060	\$72,862	\$75,048	\$75,798	\$78,050
	Pt. 31	\$67,348	\$68,695	\$71,443	\$73,586	\$74,322	\$76,529
<b>Band 6</b>	Pt. 30	\$65,749	\$67,064	\$69,747	\$71,839	\$72,557	\$74,713
	Pt. 29	\$64,411	\$65,699	\$68,327	\$70,377	\$71,081	\$73,192
	Pt. 28	\$63,077	\$64,339	\$66,913	\$68,920	\$69,609	\$71,677
	Pt. 27	\$61,827	\$63,064	\$65,587	\$67,555	\$68,231	\$70,257
	Pt. 26	\$60,318	\$61,524	\$63,985	\$65,905	\$66,564	\$68,541
<b>Band 5</b>	Pt. 25	\$59,071	\$60,252	\$62,662	\$64,542	\$65,187	\$67,124
	Pt. 24	\$57,812	\$58,968	\$61,327	\$63,167	\$63,799	\$65,694
	Pt. 23	\$56,560	\$57,691	\$59,999	\$61,799	\$62,417	\$64,271
	Pt. 22	\$55,245	\$56,350	\$58,604	\$60,362	\$60,966	\$62,776
<b>Band 4</b>	Pt. 21	\$53,933	\$55,012	\$57,212	\$58,928	\$59,517	\$61,285
	Pt. 20	\$52,613	\$53,665	\$55,812	\$57,486	\$58,061	\$59,785
	Pt. 19	\$51,210	\$52,234	\$54,323	\$55,953	\$56,513	\$58,191
	Pt. 18	\$49,809	\$50,805	\$52,837	\$54,422	\$54,966	\$56,599
	Pt. 17	\$48,402	\$49,370	\$51,345	\$52,885	\$53,414	\$55,000
<b>Band 3</b>	Pt. 16	\$47,005	\$47,945	\$49,863	\$51,359	\$51,873	\$53,413
	Pt. 15	\$45,605	\$46,517	\$48,378	\$49,829	\$50,327	\$51,822
	Pt. 14	\$44,328	\$45,215	\$47,024	\$48,435	\$48,919	\$50,372
	Pt. 13	\$43,094	\$43,956	\$45,714	\$47,085	\$47,556	\$48,968
<b>Band 2</b>	Pt. 12	\$41,851	\$42,688	\$44,396	\$45,728	\$46,185	\$47,557
	Pt. 11	\$40,615	\$41,427	\$43,084	\$44,377	\$44,821	\$46,152
	Pt. 10	\$39,620	\$40,412	\$42,028	\$43,289	\$43,722	\$45,021
	Pt. 9	\$38,630	\$39,403	\$40,979	\$42,208	\$42,630	\$43,896
	Pt. 8	\$37,634	\$38,387	\$39,922	\$41,120	\$41,531	\$42,765
<b>Band 1</b>	Pt. 7	\$36,644	\$37,377	\$38,872	\$40,038	\$40,438	\$41,640
	Pt. 6	\$35,434	\$36,143	\$37,589	\$38,717	\$39,104	\$40,266
	Pt. 5	\$34,390	\$35,078	\$36,481	\$37,575	\$37,951	\$39,078
	Pt. 4	\$33,567	\$34,238	\$35,608	\$36,676	\$37,043	\$38,143
	Pt. 3	\$32,736	\$33,391	\$34,727	\$35,769	\$36,127	\$37,200
	Pt. 2	\$31,914	\$32,552	\$33,854	\$34,870	\$35,219	\$36,265
	Pt. 1	\$31,084	\$31,706	\$32,974	\$33,963	\$34,303	\$35,322

Salary rate defined for the purposes of subclause 19.4 of the Agreement

Rate "a"	\$125,955	\$128,474	\$133,613	\$137,621	\$138,997	\$143,126
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## Schedule C Allowances

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

1. **Meal Allowance** \$23.60

2. **Private Vehicle Allowance**

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

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

3. **District Allowance**

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

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

4. **Television Clothing Allowance**

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

5. **First Aid Allowance** \$18.50 per fortnight.

## Schedule D Darwin Airfares

---

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

Employees in Alice Springs will continue to receive Isolated Locality Airfares in accordance with paragraph 31.2.1 of the Agreement. However employees in Alice Spring may choose, should they wish, to take this entitlement as a taxable lump sum payment equal to the cash value of a full economy return airfare from Alice Springs to Adelaide for them and their dependants plus a 35% loading paid through the ABC payroll system.

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## Lodgement

### Lodgement Details

**Lodgement Number**
[CAUV091256294-1](#)
**Lodgement Date**

25/03/2009

25/03/2009

**Agreement Name**

ABC Employment Agreement 2006-2009

**Award Name**

Journalists and Reporters Award 2000, ABC-CPSU Award 2000

**Company ABN**

52429278345

**Company Legal Name**

AUSTRALIAN BROADCASTING CORPORATION

**Company Trading Name**

AUSTRALIAN BROADCASTING CORPORATION

**Employer Address**
GPO Box 9994,,Sydney,NSW,2001  
(8/04/2009)GPO Box 9994,Sydney,NSW,2001  
(25/03/2009)

GPO Box 9994,,NSW,2001 (25/03/2009)

**Employer Contact**

s.22 - Irrelevant information

**Employer Phone**

s.22 - Irrelevant information

**Employer Email**
**Employer Mobile**

s.22 - Irrelevant information

**Bargaining Agent**

N/A

**Bargaining Agent ABN**

N/A

### Agreements

Agreement Number	Agreement Type	Employee Name	Agreement Status
<a href="#">CAUV091256294-1</a>	Collective Agreement, Union collective agreement		PASS, Pass

Showing 1 to 1 of 1 entries

### Attachments

No attachments were found.



**Declaration**

[View Declaration for CAUV091256294-1](#)

[Download Declaration for CAUV091256294-1](#)

**From:** s.22 - Irrelevant information  
**Sent:** Friday, 27 March 2009 3:54 PM  
**To:** s.22 - Irrelevant information  
**Subject:** RE: Additional Information for CAUV091256294-1

Dear s.22 - Irrelevant information

RE: Additional Information Required for Agreement CAUV091256294-1

Further to our conversation, in order for us to conduct the no-disadvantage test we need you to provide us with additional information on award classifications in relation to the agreement number above.

Please provide your response to the questions below via return email.

### Classifications

The variation to the ABC Employment Agreement 2006-2009 is being assessed against the *ABC Journalists and Reporters Award 2000* and the *ABC-CPSU Award 2000*. These two Awards cover the three classifications in the agreement - Program Maker, Technologist and Administrative and Professional employees.

Please advise which one of the two Schedules (Schedule A and Schedule B) in the agreement applies to each classification.

There are 42 different points or rates of pay in each Schedule of the agreement document.

Please provide the corresponding award classification for each level of employee covered by the agreement as per the *ABC Journalists and Reporters Award 2000* and the *ABC-CPSU Award 2000*.

Eg Program Maker - Sched A/Band 3 Point 15 = ABC Journalists and Reporters Award 2000 - Level 3 1st increment

### **Classification comparison table - *ABC Journalists and Reporters Award 2000***

Agreement classification	Duties of employee/s	Corresponding reference instrument classification
<i>Band 1 Increment 1</i>		
<i>Band 2 Increment 1</i>		
<i>Band 3 Increment 1</i>		
<i>Band 4 Increment 1</i>		
<i>Band 5 Increment 1</i>		

<i>Band 6 Increment 1</i>		
<i>Band 7 Increment 1</i>		
<i>Band 8 Increment 1</i>		
<i>Band 9 Increment 1</i>		

**Classification comparison table - *ABC-CPSU Award 2000*.**

<b>Agreement classification</b>	<b>Duties of employee/s</b>	<b>Corresponding reference instrument classification</b>
<i>Band 1 Increment 1</i>		
<i>Band 2 Increment 1</i>		
<i>Band 3 Increment 1</i>		
<i>Band 4 Increment 1</i>		
<i>Band 5 Increment 1</i>		
<i>Band 6 Increment 1</i>		
<i>Band 7 Increment 1</i>		
<i>Band 8 Increment 1</i>		
<i>Band 9 Increment 1</i>		

If you require any assistance regarding relevant award classification levels, please contact the Workplace Infoline on 1300 363 264.

Please be advised that should we not receive the required information within 10 working days we may be unable to determine that the no disadvantage test is met on this agreement. The Workplace Authority may also provide a copy of this information in instances where it is requested by the relevant employees. In addition, please note that the provision of false or misleading information to the Workplace Authority is a serious offence under the *Criminal Code Act 1995*.

Yours sincerely,

s.22 - Irrelevant information

**From:** s.22 - Irrelevant information  
**Sent:** Tuesday, 31 March 2009 1:58 PM  
**To:** s.22 - Irrelevant information  
**Subject:** RE: Additional Information for CAUV091256294-1

## s.22 - Irrelevant information

The Award classifications in the *ABC Journalists and Reporters Award 2000* and the *ABC-CPSU Award 2000* were translated into the current three classifications of Program maker, Technologist and Admin/Professional and the pay rates of Schedule A and Schedule B in the *ABC Employment Agreement 2000-2002* the precursor to the *ABC Employment Agreement 2003-2006*, the *ABC Employment Agreement 2006 to 2009* and the variation to the current agreement. The 2000 EA was certified by SDP Marsh of the AIRC on 20 June 2000. That Agreement included at schedules D1 to D3 translation tables that set out on a point to point basis at what levels employees were translated across from their former (Award) classifications to the new EA classifications. The 2000 and 2003 EAs were subject to the NDT at that time.

The roles of employees in the ABC classifications are:

### **Program Maker**

Reflects the integrated and specialist nature of ABC program making and includes all functions inherent in the commissioning, gathering, production, presentation, delivery, and management of programs and program related services. Includes journalism.

### **Technologist**

Reflects the integrated and specialist nature of work involved in the design, development, installation and maintenance of ABC broadcasting and information technology systems

### **Admin/Professional**

Reflects the integrated and specialist nature of work involved in the provision business, marketing, and related professional and administrative services throughout the ABC

## ***ABC Journalists and Reporters Award 2000***

Turning now to the questions asked, all Journalist/Reporters were translated into Schedule B as follows:

J/R Band 1 Cadet Journalist or trainee (3 points) to Band 2, points 8,9,10.  
 J/R Band 1 Level 1 (5 pts) to band 2 Pt 11, Band 3 Pts 14 & 16, Band 4 pts 19 & 21  
 J/R Band 2 Level 2 (3 pts) to band 5 pts 23,24,25  
 J/R Band 2 Level 3 (3 pts) to band 6 pts 27,29,30  
 J/R Band 3 Level 4 (5 pts) to band 7 pts 31,32,33,34,35  
 J/R Band 3 Level 5 (5 pts) to band 8 pts 36,37,38,39,40  
 J/R Band 3 Level 6 (min pt) to band 9 min pt.

Publicity/Public Relations Officer to Schedule A  
 Grade 1 (3pts) to band 4 pts 17,18 (2 pts)  
 Grade 2 (3 pts) to band 5 pts 22,23,24  
 Grade 3 (2 pts) to band 6 pt 29 and band 7 pt 31

There are no creative artists in the ABC structure.

## ***ABC-CPSU Award 2000***

### **SCHEDULE A RATES OF PAY**

CLASSIFICATION	Total Award Rate	Band Level	Salary point (increment)
Announcer – translated to Program Maker	32817	2	11
	32817	2	12
	32817	3	13
	32817	3	15
	32817	3	16

	32817	4	17
	32962	4	18
	33976	4	19
	35018	4	20
	36043	5	22
	37082	5	23
	38032	5	24
	39127	6	26
	40490	6	27
	41894	6	29
	43249	7	31
	45707	7	33
Engineer: Class 1 - translated to Technologist	32891	2	11
	32891	2	12
	32891	3	14
	32891	3	16
	33368	4	19
	35417	4	21
Engineer: Class 2 - translated to Technologist	42864	5/6	23,25,26,28
Engineer: Class 3- translated to Technologist	48341	6/7	30,32,33,34
Engineer: Class 4- translated to Technologist	54457	8	36,38,39
Legal Officer – translated to Admin/Professional	33570	2	12
	33570	3	13
	33570	3	14
	33570	3	15
	33570	3	16
	34786	4	20
	36437	5	22
	37973	5	24
	39628	6	26
	41278	6	28
	42931	6	30
Senior Legal Officer– translated to Admin/Professional	50967	7/8	33,35,36
Librarian Class 1– translated to Program Maker	32234	2	11
	32234	3	13
	32234	3	14
	32234	3	16
	32234	4	17

	32234	4	19
	33427	4	19
Librarian Class 2- translated to Program Maker	40381	4	20
	40381	4	21
	40381	5	22
	40381	5	24
Senior Drafting Officer- translated to Technologist	41390	5	22,23,25
Sports Broadcaster: Grade 1- subsumed in Broadcaster and translated to Program Maker	28990	2	8
	28990	“	“
	28990	“	“
	28990	“	“
	28990	“	“
	28990	“	“
	28990	“	“
	28990	“	“
	29809	“	“
	30771	“	“
Sports Broadcaster: Grade 2- subsumed in Broadcaster and translated to Program Maker	37624	3	16
Sports Broadcaster: Grade 3- subsumed in Broadcaster and translated to Program Maker	41660	4	21
Broadcast Engineer Officer 1- translated to Technologist	36572	3/4	16,17,18,19,20
Broadcast Engineer Officer 2- translated to Technologist	41003	5	22,23,24,25
Broadcast Engineer Officer 3- translated to Technologist	43936	6	26,27
Broadcast Engineer Officer 4- translated to Technologist	45393	6	28,29,30
Broadcast Engineer Officer 5- translated to Technologist	47788	7	31,32
Broadcast Engineer Officer 6- translated to Technologist	49731	7	34,35
Broadcast Engineer Officer Trainee- translated to Technologist	31179	2	9,11,12
Cadet Engineer- translated to Technologist	19359	½	5,6,7,8



Costume Maker: Grade 1– translated to Program Maker	28490	1	3,4,5
Costume Maker: Grade 2– translated to Program Maker	29675	1	6,7
Costume Maker: Grade 3– translated to Program Maker	30866	1/2	7,8
Designer's Assistant– translated to Program Maker	32465	2/3	10,11,12,13
Assistant Designer– translated to Program Maker	39102	4	19,20
Designer– translated to Program Maker	41390	4/5	21,22,24
Senior Production Designer– translated to Program Maker	43948	5/6	25,26
Senior Designer, Grade 1 Victoria– translated to Program Maker	46817	6	28,29
Senior Designer, Grade 2 Head Officer– translated to Program Maker	48802	7	31,32
Drafting Assistant: Grade 1- translated to Technologist	28982	2	11,12
Drafting Assistant: Grade 2- translated to Technologist	32465	3	13,14
Senior Drafting Officer- translated to Technologist	41390	5	22,23,25
Executive Producer: Grade 1– translated to Program Maker	49029	7	31,33,34
Executive Producer: Grade 2– translated to Program Maker	55512	8	37
	55512	8	39
Co-ordinator, TV Drama– translated to Program Maker	60759	9	Min rate
Graphics Designer– translated to Program Maker	39102	4	19,20,21
Photographer: Grade 1– translated to Program Maker	32499	2	10,11,12
Photographer: Grade 2– translated to Program Maker	37560	4	17,18

Photographer: Grade 3– translated to Program Maker	41955	5	22,23,24
Senior Photographer– translated to Program Maker	44567	5/6	25,26,27
Producer: Grade 1– translated to Program Maker	37105	3	16
	37932	4	17
	38727	4	18
	39526	4	19
	40353	4	20
Producer: Grade 2– translated to Program Maker	41060	4	21
	41871	5	22
	42696	5	23
Producer: Grade 3– translated to Program Maker	43418	5	24
	44217	5	25
	45001	6	26
Producer: Grade 4– translated to Program Maker	45814	6	27
	46624	6	28
	47435	6	29
Producer: Grade 5– translated to Program Maker	49029	7	31
	50667	7	33
	52265	7	34
Producer: Merit– translated to Program Maker	55512	8	37
	57106	8	39
Supervisor, TV Transmission: Vic, Qld, SA, WA and Tas– translated to Program Maker	48260	6/7	30,32
Technical Assistant, Grade 2 – translated to Technologist	32465	3	14,15,16
Television Assistant:1– translated to Program Maker	29129	1	5,6
Television Assistant: 2– translated to Program Maker	31067	2	8,9
Television Assistant: 3– translated to Program Maker	31737	2	9,10
Television Assistant:4– translated to Program Maker	33109	2	11,12
Senior Television Assistant (Prod Operations) – translated to Program Maker	35065	3	14

Television Lighting Electrician– translated to Program Maker	32817	2/3	11,12,13
Senior Television Lighting Electrician– translated to Program Maker	35690	3	15,16
Transmission Officer (TV) – translated to Program Maker	42908	5	23,24,25
Administrative Officer 1– translated to Admin/Professional	27740	1	3,4,5,6,7
Administrative Officer 2– translated to Admin/Professional	30753	2	8,9,10,11,12
Administrative Officer 3– translated to Admin/Professional	33890	3	13,14,15,16
Administrative Officer 4– translated to Admin/Professional	37045	4	17,18,19
Administrative Officer 5– translated to Admin/Professional	39545	4/5	20,21,22,23
Administrative Officer 6– translated to Admin/Professional	40154	5/6	24,25,26,27,28,29,30
Administrative Officer 7– translated to Admin/Professional	48087	7	31,32,33
Administrative Officer 8– translated to Admin/Professional	50795	7/8	34,35,36
Assistant Shop Manager 1 – N/A in Retail Agreement	30753	n/a	Na
Assistant Shop Manager 2– N/A in Retail Agreement	32416	n/a	n/a
Assistant Shop Manager 3– N/A in Retail Agreement	34625	n/a	n/a
Assistant Shop Manager 4– N/A in Retail Agreement	35485	n/a	n/a
Broadcaster Level 1– translated to Program Maker	30753	2	8
	31342	2	9
	31931	2	10
Broadcaster 2– translated to Program Maker	32416	2	11

	34625	3	14
	36212	3	16
	38711	4	19
	40327	4	21
Broadcaster 3– translated to Program Maker	41785	5	23
	42566	5	24
	43244	5	25
Broadcaster 4– translated to Program Maker	44806	6	27
	46420	6	29
	47254	6	30
Broadcaster 5– translated to Program Maker	48087	7	31
	48920	7	32
	49754	7	33
	50795	7	34
	51837	7	35
Broadcaster 6– translated to Program Maker	52878	8	36
	53921	8	37
	55825	8	38
	56003	8	39
	57573	8	40
Broadcaster 7– translated to Program Maker	59341	9	Min rate
Building and Services Officer 1– translated to Admin/Professional	26758	1	1,2,3,4
Building and Services Officer 2– translated to Admin/Professional	28722	1/2	5,6,7,8,9
Building and Services Officer 3– translated to Admin/Professional	31342	2/3	10,11,12,13
Building and Services Officer 4– translated to Admin/Professional	34625	3	14,15,16
Building and Services Officer 5– translated to Admin/Professional	37045	4	17,18,19
Building and Services Officer 6– translated to Admin/Professional	39545	4/5	20,21,22,23,24
Building and Services Officer 7– translated to Admin/Professional	43244	5/6	25,26,27

Design and Development Officer 1- translated to Technologist	30753	2/3	8,10,11,12,13,14
Design and Development Officer 2- translated to Technologist	36212	3/4	16,18,19,20
Design and Development Officer 3- translated to Technologist	41003	5/6	22,23,24,25,26,27
Design and Development Officer 4- translated to Technologist	45587	6	28
	45587	6	29
	45587	6	30
	45587	7	31
	45587	7	32
	45793	7	33
	46880	7	34
Design and Development Officer 5- translated to Technologist	51837	7	35
	51837	8	36
	51837	8	37
	51837	8	38
	52317	8	39
	53956	8	40
Information Technologist 1 - translated to Technologist	35485	3/4	15,16,17,18,19,20
Information Technologist 2- translated to Technologist	41785	5	23
	41785	5	25
	41785	6	27
	43183	6	30
Information Technologist 3- translated to Technologist	48087	7	31,33,34,35
Information Technologist 4 - translated to Technologist	53921	8	37
	53921	8	38
	53921	8	39
	53956	8	40
Information Technologist 5- translated to Technologist	59341	9	Min rate
Make Up Artist Trainee- translated to Program Maker	30164	1/2	7,8

Make Up Artist 1– translated to Program Maker	31342	2/3	9,10,11,12,13,14
Make Up Artist 2– translated to Program Maker	35485	3/4	15,16,17,18,19
Make Up Artist 3– translated to Program Maker	40327	4/5	21,22,23
Production Support Officer – translated to Program Maker	30753	2	8,9,10,11,12
Level 1			
Production Support Officer – translated to Program Maker	33890	3	13
Level 2 - Strands 1, 2 & 3	34625	3	14
	35485	3	15
Production Support Officer – translated to Program Maker	36212	3	16
Level 3 - Strands 1, 2 & 3	37045	4	17
	37879	4	18
Production Support Officer – translated to Program Maker	38711	4	19
Level 4 - Strand 1; Strands 2 & 3 (Merit level)	39545	4	20
	40327	4	21
Production Support Officer– translated to Program Maker	41003	5	22,23,24
Level 5 Strand 1 (merit Level)			
Production Support Officer – translated to Program Maker	41003	5	22,23,24
Level 5 Strands 2 & 3 (merit Level)			
Production Support Officer – translated to Program Maker	44024	5/6	25,26,27
Level 6 Strand 1 (Merit Level)			
Production Support Officer – translated to Program Maker	43244	5	25
Level 6 Strand 1 (Merit)	47654	6	26
Strands 2, 3 & 4	43244	6	27
Production Support Officer – translated to Program Maker	45587	6/7	25,26,27,28,29,30
Level 7 Strand 4 (Merit Level)			
Professional Officer (R&D) 1- translated to Technologist	30753	2/3	8,10,11,12,14

Professional Officer (R&D) 2- translated to Technologist	36212	3/4	16,19,21
Professional Officer (R&D) 3- translated to Technologist	41785	5/6	23,25,26,28
Professional Officer (R&D) 4- translated to Technologist	47254	6/7	30,32,33,34
Professional Officer (R&D) 5- translated to Technologist	52878	8	36,38,39
Professional Officer (R&D)6- translated to Technologist	57573	8	40
Property Officer 1– translated to Program Maker	27740	1	3,4,5
Property Officer 2– translated to Program Maker	29342	1/2	6,7,8
Property Officer 3– translated to Program Maker	31342	2	9,10,11
Property Officer 4– translated to Program Maker	33153	2/3	12,13
Property Officer 5– translated to Program Maker	34625	3	14,15,16
Technical Services Officer 1- translated to Technologist	30753	2/3	8,10,11,12,13,14
Technical Services Officer 2- translated to Technologist	36212	3/4	16,18
Technical Services Officer 3- translated to Technologist	41003	5/6	22,23,24,25,26
Technical Services Officer 4- translated to Technologist	45587	6/7	28,29,30,31
Technical Services Officer 5- translated to Technologist	49754	7	33
	49754	7	34
	49754	7	35
	49754	8	36
	50143	8	37
	51231	8	38
	52317	8	39
	53956	8	40
Sales Assistant– N/A in Retail Agreement	29342	n/a	n/a



Scenic Workshop Officer 1– translated to Program Maker	31342	2/3	9,10,11,12,13,14
Scenic Workshop Officer 2– translated to Program Maker	34625	3	15,16
Scenic Workshop Officer 3– translated to Program Maker	37045	4	17,18,19,20
Scenic Workshop Officer 4– translated to Program Maker	40327	4/5	21,22
Broadbanded TOPO 1– translated to Program Maker	30753	2	8,9
	31342	2	10
	32416	2	11
Broadbanded TOPO 2– translated to Program Maker	33153	2	12
	33890	3	13
	35485	3	15
	36212	3	16
	37045	4	17
Broadbanded TOPO 3– translated to Program Maker	37112	4	18
	39545	4	20
	40327	4	21
	41003	5	22
	41785	5	23
Broadbanded TOPO Merit– translated to Program Maker	43244	5/6	25,26
	44024	6	27
	45587	6	28
	46420	6	29
	48087	7	31
TOPO Technical Producer– translated to Program Maker	43244	6	26
TOPO Senior (BAPH) – translated to Program Maker	40327	4	21
TOPO Senior (NSW/Vic) – translated to Program Maker	43244	5/6	25,26
TOPO Shift Senior– translated to Program Maker	40327	4	21
	43244	5/6	25,26
TOPO Shift Supervisor– translated to Program Maker	43244	5/6	25,26

TOPO Technical Producer/ Lighting Director– translated to Program Maker	43244	5/6	25,26
Senior TOPO– translated to Program Maker	48920	7	32,33
Senior TOPO Merit– translated to Program Maker	50795	7/8	34,35,36
Extended Range TOPO– translated to Program Maker	53921	8	37

Call me on s.22 - Irrelevant information if you need any further info or clarification.

s.22 - Irrelevant information

Head, IR  
ABC

---

**From:** s.22 - Irrelevant information @WorkplaceAuthority.gov.au]  
**Sent:** Friday, 27 March 2009 3:54 PM  
**To:** s.22 - Irrelevant information  
**Subject:** RE: Additional Information for CAUV091256294-1

Dear s.22 - Irrelevant information

RE: Additional Information Required for Agreement CAUV091256294-1

Further to our conversation, in order for us to conduct the no-disadvantage test we need you to provide us with additional information on award classifications in relation to the agreement number above.

Please provide your response to the questions below via return email.

#### Classifications

The variation to the ABC Employment Agreement 2006-2009 is being assessed against the *ABC Journalists and Reporters Award 2000* and the *ABC-CPSU Award 2000*. These two Awards cover the three classifications in the agreement - Program Maker, Technologist and Administrative and Professional employees.

Please advise which one of the two Schedules (Schedule A and Schedule B) in the agreement applies to each classification.

There are 42 different points or rates of pay in each Schedule of the agreement document.

Please provide the corresponding award classification for each level of employee covered by the agreement as per the *ABC Journalists and Reporters Award 2000* and the *ABC-CPSU Award 2000*.

Eg Program Maker - Sched A/Band 3 Point 15 = ABC Journalists and Reporters Award 2000 - Level 3 1st increment

#### **Classification comparison table - *ABC Journalists and Reporters Award 2000***

Agreement classification	Duties of employee/s	Corresponding reference instrument classification
Band 1 Increment 1		
Band 2 Increment 1		
Band 3 Increment 1		
Band 4 Increment 1		
Band 5 Increment 1		
Band 6 Increment 1		
Band 7 Increment 1		

<i>Band 8 Increment 1</i>		
<i>Band 9 Increment 1</i>		

**Classification comparison table - *ABC-CPSU Award 2000*.**

<b>Agreement classification</b>	<b>Duties of employee/s</b>	<b>Corresponding reference instrument classification</b>
<i>Band 1 Increment 1</i>		
<i>Band 2 Increment 1</i>		
<i>Band 3 Increment 1</i>		
<i>Band 4 Increment 1</i>		
<i>Band 5 Increment 1</i>		
<i>Band 6 Increment 1</i>		
<i>Band 7 Increment 1</i>		
<i>Band 8 Increment 1</i>		
<i>Band 9 Increment 1</i>		

If you require any assistance regarding relevant award classification levels, please contact the Workplace Infoline on 1300 363 264.

Please be advised that should we not receive the required information within 10 working days we may be unable to determine that the no disadvantage test is met on this agreement. The Workplace Authority may also provide a copy of this information in instances where it is requested by the relevant employees. In addition, please note that the provision of false or misleading information to the Workplace Authority is a serious offence under the *Criminal Code Act 1995*.

Yours sincerely,

**s.22 - Irrelevant information**

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# Agreement History

## *Lodgement:*

Lodgement Details	
Lodgement Number	CAUV091256294-1
Organisation Details	
ABN	52429278345
Trading Name	AUSTRALIAN BROADCASTING CORPORATION
Legal Name	AUSTRALIAN BROADCASTING CORPORATION
Agreement Details	
Agreement Number	CAUV091256294-1
Name	
Address	GPO Box 9994 Sydney 2001

## *History:*

Item	Title	Officer	Date
User Actioned	<b>Agreement Assessment Created</b>	not yet assigned	25/03/2009 3:17:54 PM
Agreement Updated Manually	<b>SLA Agreement Agreement Assessment Applied Manually</b>	not yet assigned	25/03/2009 3:17:54 PM
User Actioned	<b>Agreement Assessment Forward Internally to Group (NDT Pilot)</b>	not yet assigned	25/03/2009 3:17:54 PM
Task	<b>Agreement Assessment Description</b>	not yet assigned	25/03/2009 3:17:54 PM
User Opened	<b>Agreement Assessment Actioned by not yet assigned,</b>	not yet assigned	25/03/2009 3:17:55 PM
Agreement Updated Manually	<b>SLA Agreement Agreement Assessment Applied Manually</b>	not yet assigned	25/03/2009 3:17:55 PM

## Agreement History

Authorized	<b>Agreement Assessment Authorized by not yet assigned</b>	not yet assigned	25/03/2009 3:17:56 PM
Closed	<b>Task No 968337</b> [Task Closed] Task Closed Immediately	not yet assigned	25/03/2009 3:17:56 PM
Admin Action	<b>Task No 968338</b> [One or more Task Conditions were met] Rule Group Alloc Set Conditions Applied on Task No. 968339	not yet assigned	25/03/2009 3:17:56 PM
Closed	<b>Task No 968338</b> [Task Closed] Task Closed Immediately	not yet assigned	25/03/2009 3:17:56 PM
Admin Action	<b>Task No 968339</b> Action Value : Set Group Alloc applied to Task	not yet assigned	25/03/2009 3:17:56 PM
Closed	<b>Task No 968339</b> [Task Closed] Task Closed Immediately	not yet assigned	25/03/2009 3:17:56 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant information	s.22 - Irrelevant information	26/03/2009 10:10:06 AM
User Actioned	<b>Agreement Assessment Updated</b>  [Validation Test] [Status changed to: Validated] Valid - The lodgement requirements have been substantially met.		26/03/2009 10:10:50 AM
User Actioned	<b>Agreement Assessment Forward Internally to Group (NDT_VIC)</b>		26/03/2009 10:11:11 AM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant information		26/03/2009 10:53:22 AM
User Actioned	<b>Agreement Assessment</b>		26/03/2009

## Agreement History

	<b>Updated</b>  [Validation Test] Large CA. To be assessed by ACT team.		10:53:46 AM
User Actioned	<b>Agreement Assessment Forward Internally to</b> s.22 - Irrelevant information (Team3_ACT)	s.22 - Irrelevant information	26/03/2009 11:05:51 AM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant information		26/03/2009 4:23:46 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant information		27/03/2009 8:20:00 AM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: Request Further Info: Employer]		27/03/2009 11:22:05 AM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant information		27/03/2009 3:05:44 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant information		2/04/2009 10:21:30 AM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: Under Assessment]		2/04/2009 12:25:58 PM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: Holding: Forward to Delegate]		2/04/2009 12:26:44 PM
Object	<b>Object "CAUV091256294-1 - AUSTRALIAN BROADCASTING CORPORATION - 52429278345.xls" (CAUV091256294-1 -</b>		2/04/2009 12:27:05 PM



## Agreement History

	<b>AUSTRALIAN BROADCASTING CORPORATION - 52429278345.xls) Uploaded</b>  Object Name : "CAUV091256294-1 - AUSTRALIAN BROADCASTING CORPORATION - 52429278345.xls" File Name : CAUV091256294-1 - AUSTRALIAN BROADCASTING CORPORATION - 52429278345.xls Version : 1.00 Abstract : CAUV091256294-1 - AUSTRALIAN BROADCASTING CORPORATION - 52429278345.xls		
Object	<b>Object "Email - Additional Information for CAUV091256294-1.rtf" (Email - Additional Information for CAUV091256294-1.rtf) Uploaded</b>  Object Name : "Email - Additional Information for CAUV091256294-1.rtf" File Name : Email - Additional Information for CAUV091256294-1.rtf Version : 1.00 Abstract : Email - Additional Information for CAUV091256294-1.rtf	s.22 - Irrelevant information	2/04/2009 12:27:12 PM
Object	<b>Object "Response from Employer - Additional Information for CAUV091256294-1.htm" (Response from Employer - Additional Information for CAUV091256294-1.htm) Uploaded</b>  Object Name : "Response from Employer - Additional Information for CAUV091256294-1.htm" File Name : Response from		2/04/2009 12:27:17 PM

## Agreement History

	Employer - Additional Information for CAUV091256294-1.htm Version : 1.00 Abstract : Response from Employer - Additional Information for CAUV091256294-1.htm		
User Actioned	<b>Agreement Assessment Forward Internally to</b> <span style="background-color: black; color: red;">s.22 - Irrelevant information</span> <span style="background-color: black; color: red;">s.22 - Irrelevant information</span> <b>(Team3_ACT)</b>	<b>s.22 - Irrelevant information</b>	2/04/2009 12:27:41 PM
User Opened	<b>Agreement Assessment Actioned by</b> <span style="background-color: black; color: red;">s.22 - Irrelevant information</span>		3/04/2009 2:26:24 PM
Object	<b>Object CAUV091256294-1 - AUSTRALIAN BROADCASTING CORPORATION - 52429278345.xls Checked Out</b>		3/04/2009 2:27:11 PM
Object	<b>Object CAUV091256294-1 - AUSTRALIAN BROADCASTING CORPORATION - 52429278345.xls Checked In</b>		3/04/2009 2:28:23 PM
Closed	<b>Agreement Assessment Closed</b>  [Status changed to: Pass]		3/04/2009 2:30:59 PM
Letter	<b>Automatic Letter Generation - Letter Type: Agreement Passes the NDT - Div 8 (UCA) - Letter Date: 08/04/2009</b>	TT	6/04/2009 2:20:27 PM



Australian Government  
Workplace Authority

s.22 - Irrelevant information

AUSTRALIAN BROADCASTING CORPORATION  
GPO Box 9994  
Sydney NSW 2001

## NOTICE UNDER SECTION 346M OF THE *WORKPLACE RELATIONS ACT 1996*

**Your union collective agreement as varied has passed the no-disadvantage test**  
*(This notice is issued in relation to union collective agreement variation agreements made under Division 8, Part 8 of the Workplace Relations Act 1996)*

**Date of Issue of this Notice:** 8 April 2009  
**Agreement Number:** 091256294-1  
**Agreement Name:** ABC Employment Agreement 2006-2009  
**Employer Name:** AUSTRALIAN BROADCASTING CORPORATION,  
52429278345  
**Reference Instrument(s):** Journalists and Reporters Award 2000, ABC-CPSU  
Award 2000,

### Decision

- Your union collective agreement as varied has passed the no-disadvantage test.
- The agreement as varied will start operating on the seventh day after the date of issue of this notice.

This notice has been issued to all parties to the workplace agreement.

Attached is some information about the no-disadvantage test and the Australian Fair Pay and Conditions Standard. If you have further questions concerning this notice visit our website at [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au) or contact the Workplace Infoline on 1300 363 264.

Please retain a copy of this notice for your records.

### **Workplace Authority**

*This notice does not verify that an agreement complies with the requirements of the Workplace Relations Act 1996 (the Act) including those relating to the making, approval and signing of workplace agreements which must be complied with for the agreement to come into operation.*

## **The no-disadvantage test**

The no-disadvantage test ensures that a workplace agreement does not reduce the overall terms and conditions of employment of any employee whose employment is subject to the agreement when compared with a reference instrument.

### **What is a reference instrument?**

For an employee who is or will be subject to a collective agreement a reference instrument will generally be a relevant general instrument. A relevant general instrument may be an award, certain transitional awards and common rule awards in Victoria or a notional agreement preserving a state award (NAPSA) that applies to the same kind of work as that performed under the collective agreement and that was binding on the employer immediately before the agreement was lodged (or would have been binding but for another industrial award or agreement). In addition, a State or Territory long service leave law may be taken to be a reference instrument relating to an employee if it applied to the employee immediately before the agreement was lodged. If there is no reference instrument (other than an applicable long service leave law) an award may be designated by the Workplace Authority for the purposes of conducting the no-disadvantage test.

### **When does an agreement pass the no-disadvantage test?**

A workplace agreement will pass the no-disadvantage test if the Workplace Authority Director is satisfied that on balance, the agreement does not reduce the overall terms and conditions of employment of any employee whose employment is subject to the agreement when compared with the reference instrument.

A workplace agreement will be taken to pass the no-disadvantage test if there is no reference instrument (including no designated award and no applicable State or Territory long service leave law) in relation to any employee(s) whose employment is subject to the agreement.

### **When does my workplace agreement come into operation?**

In the case of an ITEA made with a new employee, an employer greenfields agreement or a union greenfields agreement, the agreement came into operation on the day it was lodged with the Workplace Authority. In the case of an ITEA with an existing employee, an employee collective agreement or a union collective agreement, the agreement will start operating on the seventh day after the date of issue of the notice from the Workplace Authority advising that the agreement has passed the no-disadvantage test.

### **Application of the Australian Fair Pay and Conditions Standard**

The Australian Fair Pay and Conditions Standard (the Standard) applies to all employers and employees who make workplace agreements. As a result, the Workplace Authority conducts the no-disadvantage test on the basis that the minimum entitlements of the Standard are included in the agreement. Workplace agreements which contain provisions that are drafted to provide entitlements that are less than the Standard may be referred to the Workplace Ombudsman for investigation. Penalties of up to \$6,600 (for an individual) and \$33,000 (for a corporation) may be imposed if an employer does not comply with the Standard.

More detailed information on the no-disadvantage test and the Standard can be found on the Workplace Authority's website [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au). Information can also be obtained by contacting the Workplace Infoline on 1300 363 264.



Australian Government  
Workplace Authority

**s.22 - Irrelevant information**

MEDIA ENTERTAINMENT AND ARTS ALLIANCE,  
245 Chalmers Street  
Redfern NSW 2016

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Australian Government  
Workplace Authority

**s.22 - Irrelevant information**

THE COMMUNITY & PUBLIC SECTOR UNION,  
Level 5  
191 Thomas Street  
Haymarket NSW 2000

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