

# ABC Employment Agreement 2003 – 2006



**ABC**  
Australian  
Broadcasting  
Corporation

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Endorsed by ABC, CSPU and MEAA

18 December 2002

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*

s. 170LJ Agreement with organisations of employees (Division 2)

**Australian Broadcasting Corporation**

**and**

**CPSU, the Community and Public Sector Union**

**and**

**Media, Entertainment and Arts Alliance  
(AG2003/1832)**

**ABC EMPLOYMENT AGREEMENT 2003-2006**

Various employees

Commonwealth employment

VICE PRESIDENT LAWLER

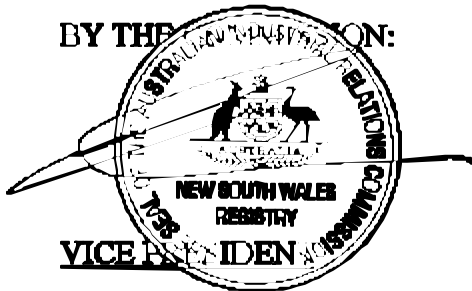
SYDNEY, 13 MARCH 2003

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 13 March 2003 and shall remain in force until 12 January 2006.

BY THE COMMISSION:



VICE PRESIDENT

## Part A Agreement Formalities

### 1. Title

1.1.1 This Agreement will be known as the ABC Employment Agreement 2003 - 2006.

### 2. Arrangement

2.1.1 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 170LJ 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.

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

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- 4.1.1 This Agreement will operate for a period of three years from 13 January 2003.
- 4.1.2 The parties will commence negotiations for a new agreement no later than two months prior to the expiration of this Agreement.

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#### **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*.

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#### **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.

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#### **7. Agreement Flexibility**

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##### **7.1 Facilitative Provisions**

- 7.1.1 A facilitative provision is one that provides that the standard approach in the Agreement may be departed from by agreement between the ABC and an employee, or the majority of affected employees.
- 7.1.2 Facilitative provisions are contained in the following clauses.

<b><i>Facilitative Provision</i></b>	<b><i>Clause Number</i></b>
<i>Annual Buyouts of Penalties, Allowances and/or Overtime.....</i>	<i>22.2</i>
<i>Arrangement of Hours .....</i>	<i>26.2.1(b) ..27.2.1(b)</i>
<i>Averaging of Shift Penalties.....</i>	<i>22.5</i>
<i>Buyouts on Short Term Distant Assignments and Special Events</i>	<i>22.3</i>
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<i>Public Holiday Substitutions .....</i>	<i>40.3.3</i>
<i>Salary Packages.....</i>	<i>22.1</i>

## **7.2 Enterprise Flexibility Provisions**

7.2.1 If the ABC or its employees wish to pursue an agreement at the workplace so as to make the workplace or specific area/group operate more efficiently according to its particular needs, the following process must apply:

- (a) a consultative mechanism and procedures appropriate to the size, structure and needs of workplace area/group must be established; and
- (b) for the purpose of the consultative process, the employees may nominate representative/s of their choice.

7.2.2 If agreement is reached:

- (a) an application may be made by the parties to the AIRC to incorporate the agreement made under this subclause within this Agreement; or
- (b) the ABC may enter into Australian Workplace Agreements, which will operate in accordance with clause 9, Australian Workplace Agreements.

## **8. Application of Certified Agreement**

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8.1.1 This Agreement from the date of its commencement rescinds and replaces the ABC Employment Agreement 2000-2002, but no right, obligation or liability accrued or incurred under that agreement shall be affected hereby.

8.1.2 This Agreement prevails over the following awards and any award/s replacing them to the extent of any inconsistency:

- (a) ABC-CPSU Award 2000;
- (b) ABC Journalists and Reporters Award 2000;
- (c) ABC (CPSU and MEAA) Part Time Work Award 1994.

8.1.3 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.

8.1.4 This Agreement displaces the ABC Flexitime Guidelines (for Non-Rostered Staff) (effective 22 July 1977).

8.1.5 This Agreement must be read in conjunction with ABC policies, procedures and codes as advised and amended from time to time.

8.1.6 The ABC may issue employment guidelines that are consistent with this Agreement.

## **9. Australian Workplace Agreements**

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9.1.1 The ABC may enter into Australian Workplace Agreements (AWAs) with employees whose terms and conditions would otherwise be regulated by this Agreement. The AWA will, to the extent of any inconsistency with a term or condition of this Agreement, prevail.

## 10. Anti-discrimination

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- 10.1.1 The parties to this Agreement intend to achieve the principal objective in section 3(j) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 10.1.2 The parties to this Agreement intend to achieve the principal object in section 3(f) of the Workplace Relations Act 1996 by ensuring freedom of association including the rights of employees and employers to join an organisation or association of their choice, or not to join an organisation or association.
- 10.1.3 The parties must make every endeavour to ensure that neither this Agreement's provisions nor their operation are directly or indirectly discriminatory in their effects.
- 10.1.4 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - (b) an employee, employer or registered organisation pursuing matters of discrimination in any State or federal jurisdiction, including any application to the Human Rights and Equal Opportunities Commission; and
  - (c) the exemptions in section 170CK(3) and (4) of the *Workplace Relations Act 1996*.

## Part B Purpose and Principles

### **11. Purpose of Agreement**

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11.1.1 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.

### **12. Principles**

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12.1.1 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 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 or outmoded 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.

12.1.2 The parties are committed to ensuring that employee entitlements are set and applied fairly and equitably having regard to:

- (i) the needs of specific work areas and the exigencies of the market place.
- (ii) corporate-wide relativities that recognise areas of specialist and overlapping skills on the basis of equal pay for work of equal value.

12.1.3 The parties are committed to establishing a safe and healthy working environment that encourages a whole of life balance between work and private responsibilities.

12.1.4 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.

- 12.1.5 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.
- 12.1.6 The parties are committed to achieving honesty, transparency and accountability in all aspects of the ABC's activities.

## Part C Recruitment and Workforce Planning

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

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#### **13.1 Merit Selection**

- 13.1.1 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.
- 13.1.2 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.
- 13.1.3 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
- 13.1.4 In the circumstances set out in 13.1.3, 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.

#### **13.2 Advertising**

- 13.2.1 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 simultaneously with an internal advertisement.
- 13.2.2 All vacancies will be advertised, except where:
- (a) the vacancy is expected to be for 6 months or less duration;
  - (b) the vacancy relates to a key program or project requiring the skills and attributes of a particular person, which may involve canvassing potential candidates on a discreet basis; or
  - (c) the vacancy is to be filled by transfer or redeployment of an excess or potentially excess employee, or 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.

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

13.3.1 Where a vacancy is expected to be greater than 6 months but less 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 13.1, as well as having regard to cost and operational requirements.

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

13.4.1 A Selection Committee will be convened to assess applications received for all advertised vacancies of 12 months or longer, except where:

- (a) the vacancy relates to a key program or project requiring the skills and attributes of a particular person; or
- (b) the vacancy is to be filled by transfer of a potentially excess employee or redeployment of an excess employee, or 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.

13.4.2 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 13.4.5. At least one member of the committee will have been trained in, or have experience with, the ABC selection process.

13.4.3 Subject to 13.1 the Committee will have regard only to merit in its selection recommendation, and will apply due process.

13.4.4 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.

13.4.5 Consistent with these principles, advertising and selection will be carried out in accordance with the ABC's Recruitment Guidelines.

### **13.5 Delegate's Approval**

13.5.1 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 either a selection committee or a manager. No commitment to an offer of employment or promotion can be made, or is valid, before the delegate's approval is given.

13.5.2 The date of effect of the appointment will be the date on which the person takes up the role.

### **13.6 Power of the Delegate**

- 13.6.1 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.

### **13.7 Advice to Applicants**

- 13.7.1 All internal applicants (i.e. 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.

### **13.8 Right of Appeal**

- 13.8.1 An ABC employee, who is an applicant for a vacancy which has been the subject of a selection committee assessment, will have a right of appeal to a Board of Reference convened under Section 131 of the Workplace Relations Act 1996, against a selection decision where that decision is based upon any alleged non-observance of due process, unlawful discrimination, patronage or favouritism by a Selection Committee. The burden of proof will rest with the appellant.
- 13.8.2 There will be no right of appeal:
- (a) based on merit;
  - (b) against a selection decision to a position involving a joint venture;
  - (c) against a selection decision involving an external appointment;
  - (d) where the vacancy duration is less than 12 months.
- 13.8.3 A selection process appeal must be lodged in writing with the relevant state Industrial Registrar of the AIRC within seven days after the date of notification to an employee that he/she has been unsuccessful in his/her application for the position in question. The appeal must state the full reasons for the appeal, which must be consistent with the conditions contained in this clause.
- 13.8.4 The Board of Reference will be comprised of three persons: an independent chairperson nominated by the AIRC, a person nominated by the ABC and the appellant's nominee who must be from outside the appellant's work area.
- 13.8.5 The Board of Reference will have regard only to due process of the selection in accordance with this subclause, and not to the question of merit. The Board of Reference will determine the matter within 21 days of receiving the appeal and will provide the reasons for the decision in writing.
- 13.8.6 Where the Board of Reference determines that due process was not observed and that 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 still to be filled, the ABC will convene a new selection committee and observe due process.

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

## **14. Workforce Planning**

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14.1.1 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. Major trends include:

- (a) new media platforms (eg. multi-channelling and datacasting) requiring greater emphasis on program content and more flexible production and distribution methods;
- (b) a more segmented and competitive marketplace requiring a 'whole of audience' perspective to the production, packaging and delivery of content across a range of media;
- (c) rapid convergence of technology through digitisation, leading to new cross media forms of organisation and job mix; and
- (d) increasing demands on funding and resources requiring the ABC to streamline services and harness technology support.

14.1.2 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.

14.1.3 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;
- (c) training new employees.

## **15. Training and Development**

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### **15.1 Principles**

15.1.1 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.

15.1.2 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.

15.1.3 Employees will not unreasonably refuse to undertake training and development activities designed to broaden their skills and/or enhance their career opportunities.

15.1.4 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.

## **15.2 Individual Development Plans**

15.2.1 Individual 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.

## **15.3 Mobility and Career Development**

15.3.1 Subject to the application of the merit principle and having regard to cost and 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, transfers or reassignments to other work areas or programs; and
- (d) ensure that requests for transfer/reassignment are managed impartially having regard to program needs and employees' development goals and career aspirations;
- (e) 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.

15.3.2 The ABC will endeavour to facilitate employee exchanges, secondments, or leave without pay to work in other broadcasting or related 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.

#### **15.4 Trainees and Cadets**

15.4.1 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.

15.4.2 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.

15.4.3 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.

15.4.4 Subject to 15.4.5, the salary of trainees and cadets will be determined in accordance with the relevant Work Level Standards and the Performance Management System.

15.4.5 The parties will meet to consider proposals for the development of traineeships to be approved in accordance with Part VIE of the Workplace Relations Act 1996. Where the parties agree to the establishment of an approved traineeship, the rate of pay for an employee undertaking the program will be calculated in accordance with s170XC of the Act, where the benchmark rate is the pay rate which would apply to the employee under this Agreement if the employee were not undertaking the traineeship.

## Part D Employment Arrangements

### **16. 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

#### **16.1 Ongoing Employment**

16.1.1 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.

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

16.2.1 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.

16.2.2 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.

#### **16.3 Casual Employment**

16.3.1 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).

16.3.2 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.

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

## **16.4 Probationary Employment**

16.4.1 All new ongoing employees will have their initial work performance assessed during a period of probationary employment.

16.4.2 The purpose of probation is to ascertain whether the employee has the skills and capacity to carry out the job satisfactorily. Similarly, the employee may wish to ascertain whether the work and the workplace meet their needs and expectations.

16.4.3 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.

## **17. Part Time Employment**

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### **17.1 Definition**

17.1.1 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.

### **17.2 Initiation of Part Time Employment**

17.2.1 Proposals for part time employment may be initiated by the ABC for operational reasons or by an employee for personal reasons.

17.2.2 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.

17.2.3 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.

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

17.3.1 Before any period of part time employment commences, an agreement in writing between the ABC and the employee will specify:

- (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.

17.3.2 The matters agreed under 17.3.1 will not be varied, amended or revoked without the consent of the employee. Any agreed variation will be in writing.

17.3.3 The minimum hours of work for a part time employee will be not less than four on any day.

17.3.4 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.

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

17.4.1 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.

17.4.2 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.**

#### **17.5 Other Part Time Provisions**

17.5.1 Subject to the following provisos, 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.

17.5.2 Provided that:

- (a) part time employees will be entitled to expense related allowances, as specified in the relevant clause of this Agreement;

- (b) part time Schedule A (Rostered) employees who are working a fixed number of hours on a fixed number of days (including Sundays) will not be entitled to additional annual leave for Sundays worked as prescribed in subclause 38.1.3 Annual Leave; and
- (c) part time Schedule A employees who do not ordinarily work on a day on which a public holiday falls will be granted, if practicable within one month after the public holiday, one day's leave in lieu of the public holiday; and will be credited with 1/10 of the agreed fortnightly hours as the nominal hours of duty in respect of that day. Where it is not practicable to grant the extra leave, the employee will instead be paid one day's pay, equivalent to the pay for 1/10 of the agreed fortnightly hours.

## Part E Salaries, Classifications and Related Matters

### 18. Salaries

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#### 18.1 Salary Increases under this Agreement

18.1.1 The base salary of employees covered by this Agreement is increased as follows:

- (a) 1.6% payable from 13 January 2003.
- (b) 3.2% payable from the 1<sup>st</sup> full pay period to commence in June 2003.
- (c) 3.35% payable from the 1<sup>st</sup> full pay period to commence in June 2004.
- (d) 3.35% payable from the 1<sup>st</sup> full pay period to commence in June 2005.

#### 18.2 Rates of Pay - Schedules A and B

18.2.1 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.

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

- (a) **Part G Hours, Penalties and Overtime;** and
- (b) **Part I Leave**

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

18.2.4 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.

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

18.2.6 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.

#### 18.3 Method of Payment

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

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

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



## 18.4 Salary Sacrifice

- 18.4.1 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.
- 18.4.2 The scheme will become available once an external service provider has been chosen and appropriate administration and audit arrangements put in place. Implementation will be on a 'no extra cost' basis to the ABC, with all costs and fees borne by the employee.
- 18.4.3 Participation in the scheme will not affect an employee's salary for superannuation or any other purpose.
- 18.4.4 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.
- 18.4.5 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.

## 19. Classifications

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### 19.1 Definitions

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

<b><i>Classification</i></b>	<b><i>Definition</i></b>
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.
Technologist	Reflects the integrated and specialist nature of work involved in the design, development, installation and maintenance of ABC broadcasting and information technology systems.
Administrative/ Professional	Reflects the integrated and specialist nature of work involved in the provision of business, marketing and related professional and administrative services throughout the ABC.

## **19.2 Work Level Standards**

- 19.2.1 Employees will be graded in one of nine salary bands in accordance with Work Level Standards applying to each classification structure.
- 19.2.2 The parties recognise the importance of finalising the current draft Work Level Standards. Accordingly priority will be given to the completion of that task.
- 19.2.3 Any dispute about the Work Level Standards will be dealt with in accordance with **clause 63. Prevention and Resolution of Disputes.**

## **19.3 Performance of Work**

- 19.3.1 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.
- 19.3.2 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.

## **19.4 Multiskilling and Specialisation**

- 19.4.1 The ABC will promote opportunities for craft specialist roles as well as broader multiskilled roles.
- 19.4.2 Both multiskilling and craft specialisation will be appropriately valued in the new structures in accordance with the Work Level Standards documentation and the Performance Management system.

## **19.5 Operational Specialists in Program Making**

- 19.5.1 The ABC will continue to employ people with the skills and/or potential to be operational specialists in program making. The ABC will also continue to recruit operational specialist trainees and will provide operational specialist skills training and development.
- 19.5.2 To that effect operational specialists, including specialists in camera, sound, post production and transmission, will continue to be employed to meet the on-going and projected needs of the ABC.
- 19.5.3 Depending on individual skills and aptitude, and organisational requirements, operational specialists, as well as other program makers, may either continue in their craft, or broaden their skills base.

## 19.6 Technologist Qualifications

- 19.6.1 Formal qualifications in a relevant broadcasting or information technology discipline will be highly preferred for recruitment to Technologist positions, preferably at diploma level or above.
- 19.6.2 If, in areas where formal qualifications are mandatory, an unqualified person is selected by a properly constituted selection committee on the basis of demonstrated substantial industry experience:
- (a) the ABC will make clear its expectation that an appropriate formal qualification will be acquired in due course; and
  - (b) the person will be required to undergo an on-the-job assessment of their work performance and competency during the three month probationary period. The assessment will in all cases be undertaken by a manager who is fully experienced and competent in the relevant field. A failed assessment will result in termination of employment.
- 19.6.3 Unqualified employees translated into the new Technologist structure who are working in areas where formal qualifications are mandatory and who have demonstrated that they meet the requirements for the work over a seven year period shall be considered qualified.

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## 20. Salary Progression

### 20.1 Progression to a Higher Band

- 20.1.1 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**.
- 20.1.2 Employees who are at the top of a band and are promoted to the next band will move to at least the second salary point in the new band.

### 20.2 Progression Within a Band

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

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## 21. Higher Duties Allowance

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

- 21.1.3 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.

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

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### **22.1 Salary Packages**

- 22.1.1 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.
- 22.1.2 '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.
- 22.1.3 Salary determined for salary packaging purposes shall be regarded as salary for superannuation purposes.
- 22.1.4 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.
- 22.1.5 The employee will be advised of their right to representation in negotiating the package. Any agreement will be in writing.

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

- 22.2.1 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.
- 22.2.2 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.
- 22.2.3 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.

- 22.2.4 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.
- 22.2.5 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.
- 22.2.6 The loading will be payable during all periods of paid leave (other than long service leave), provided that payment of the loading during sick leave will be capped at one month per annum.

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

- 22.3.1 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.
- 22.3.2 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).
- 22.3.3 Periods of leave taken in conjunction with the assignment will not attract the buyout.
- 22.3.4 The buyout agreement may be terminated by either the employee or the ABC two weeks prior to the commencement of the next roster cycle.

### **22.4 Excluded Employees**

- 22.4.1 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 F Hours, Penalties and Overtime**, and any other clauses of this Agreement with the agreement of the employee.

### **22.5 Averaging of Shift Penalties**

- 22.5.1 The parties to this Agreement may consider proposals to average shift penalties for a work area over a predefined period.
- 22.5.2 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 F Hours of Work, Penalties and Overtime**.

## Part F Performance Management

### **23. Performance Management**

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#### **23.1 Objectives**

23.1.1 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.

23.1.2 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.

#### **23.2 Application**

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

#### **23.3 Performance Cycle**

23.3.1 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.

23.3.2 The performance cycle starts on:

- (a) the anniversary of the employee's appointment to their current position; or
- (b) the anniversary of the employee's last appraisal date, where this is different from their appointment date; or
- (c) the common cycle date for the division if applicable, subject to 23.3.4.

- 23.3.3 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.
- 23.3.4 The ABC will decide on a divisional basis whether to adopt a common performance cycle date or remain with individual anniversaries. 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.

## **23.4 Job Plan**

- 23.4.1 The Job Plan should provide a clear description of the employee's role and objectives for the forthcoming performance cycle. The Job Plan is based on the operational plans of the work area, the employee's competencies, development needs and career aspirations, and should be consistent with the relevant Work Level Standards.
- 23.4.2 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.
- 23.4.3 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.
- 23.4.4 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 then to the director, in an attempt to have it resolved.

## **23.5 Feedback and Review**

- 23.5.1 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.
- 23.5.2 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.

## 23.6 Managing Underperformance

23.6.1 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, the manager will raise the problem with the employee immediately. The cause of the problem will be identified and, without limiting possible causes:

- (a) if the cause is due to a difficulty in the employee's workplace or working arrangements which the ABC can reasonably be expected to rectify, then this will be rectified.
- (b) if the cause is due to a deficiency in the employee's knowledge or skills, and it is reasonable for the ABC to provide training, mentoring, counselling or other support to help deal with this, then this will be provided.

23.6.2 If adequate progress has not been made within a reasonable period, then formal procedures for dealing with unsatisfactory performance will be commenced in accordance with **clause 24. Unsatisfactory Performance**.

## 23.7 Appraisal

23.7.1 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.

23.7.2 The employee will be given at least one week's notice prior to the 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 23.7.3.

23.7.3 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 23.5 .

23.7.4 Subject to 23.7.5, 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:

<b><i>Rating</i></b>		<b><i>Description</i></b>
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.

- 23.7.5 A rating of 'P' will only be possible where the Job Plan has been drawn up or subsequently changed to include the next higher band.
- 23.7.6 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.
- 23.7.7 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 an employee whose performance is rated 'U';
  - (b) Employees in Bands 1-5 will be advanced
    - (i) one salary point within their current band with the rating 'M'; or
    - (ii) two or more salary points within their current band with the rating 'E'.
  - (c) Employees in Bands 6 to 8 will be advanced within their current band with the rating 'E'. Provided that Band 6 employees will be advanced one salary point with the rating 'M' up to Pt. 28.
  - (d) Employees in Bands 1 to 8 whose performance is rated 'P' will be advanced to the next higher band (subject to paragraph 20.1.2).
- 23.7.8 Salary for employees in Band 9 will be at the discretion of management.
- 23.7.9 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.

## **23.8 Reconsideration and Appeal**

- 23.8.1 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.
- 23.8.2 If 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.

23.8.3 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 employee remain on the salary point originally determined by the delegate (i.e. the appeal should be rejected); or
  - (ii) that the employee be advanced to an alternative salary point within the current band; or
  - (iii) that the employee's Job Plan be amended to include the next higher band and the employee promoted to a salary point within that band.
- (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 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.

## **23.9 Timing of Salary Increases**

23.9.1 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.

## **23.10 Higher Duties**

23.10.1 An employee who has been on higher duties for 12 months or more and who has been advanced as a result of an Appraisal in their acting position will be advanced an equivalent salary point/s within their substantive salary band when the higher duties ceases.

## **24. Unsatisfactory Performance**

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### **24.1 Performance Improvement Plan**

24.1.1 Where attempts to remedy underperformance have proved unsuccessful and/or an employee has been rated 'unsatisfactory' in their assessment, the manager will notify the employee that there is a problem and a Performance Improvement Plan will be developed 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 meet the required standard of performance;
- (d) a time frame for the employee to show improvement; and
- (e) the likely consequences if the employee does not meet the required standard.

24.1.2 The development of the Performance Improvement Plan and the assessment of the employee's performance against that plan will be carried out with the ongoing involvement of a Human Resources manager.

24.1.3 During a meeting with the employee to discuss the Performance Improvement Plan, the employee's manager will:

- (a) confirm that the planned action is appropriate and the timeframe is reasonable;
- (b) offer an opportunity for the employee to respond so that all relevant matters can be considered;
- (c) consult with the employee about any possible changes to the plan and consider any requests by the employee for training, re-arrangements of duties or changes to the work environment; and
- (d) attempt to gain the employee's agreement to change.

### **24.2 Assessment**

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

24.2.2 If it is determined that adequate progress has been made, then appropriate recognition will be provided. The manager and the employee will develop a new Job Plan and performance will be monitored regularly over the ensuing 12 month performance cycle.

24.2.3 If, at their next Appraisal, the employee's performance continues to be rated 'Meets Requirements' or better, all references to the earlier incidence of unsatisfactory performance will be removed from the employee's personal file.

### **24.3 Failure to Remedy Performance**

24.3.1 If it is determined that the employee's performance remains unsatisfactory, the employee will be formally notified a second time that there is a problem and will be asked to attend a meeting to give reasons as to why the ABC should not take action in accordance with 24.3.3. The notification will identify all concerns relating to the employee's performance and will provide the opportunity for a response in writing.

24.3.2 If a satisfactory response is provided by the employee, the ABC may institute a further period of assessment of performance.

24.3.3 If a satisfactory response is not provided, or the employee does not comply with the ABC's request, the delegate may:

- (a) transfer the employee to another position at an equal or lower salary;
- (b) reduce the employee's salary; or
- (c) dismiss the employee with due notice, or payment in lieu, in accordance with the relevant provisions of **clause 57. 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 **clause 56.10.1(b) Redundancy** and the termination will be treated, subject to the relevant superannuation legislation, as an involuntary retirement.

24.3.4 At any stage during the above process the employee may choose to be accompanied by a person of their choice.

## Part G Hours of Work, Penalties and Overtime

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

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#### **25.1 Application**

25.1.1 This clause applies to Schedule A (Non-Rostered) employees and should be read in conjunction with the provisions of clause 28. General Conditions Relating to Hours, Penalties and Overtime.

#### **25.2 Hours of Work**

##### 25.2.1 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.

##### 25.2.2 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.

##### 25.2.3 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.

**25.2.4 Approved core time absence (refer to 25.2.3(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.

**25.2.5 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.

**25.3 Flexible Working Hours Agreements**

25.3.1 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.

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

**25.4 Public Holidays**

25.4.1 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 paragraph 40.5.2 in the case of a half day public holiday).

25.4.2 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 salary point 31 in which case payments are based on point 31.

**25.5 Overtime**

25.5.1 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.

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

25.5.3 The following overtime rates apply:

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

## 26. Schedule A (Rostered) Employees

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### 26.1 Application

26.1.1 This clause applies to Schedule A (Rostered) employees and should be read in conjunction with the provisions of **clause 28. General Conditions Relating to Hours, Penalties and Overtime.**

### 26.2 Hours of Work

26.2.1 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 and program 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 63. Prevention and Resolution of Disputes.**

### 26.2.2 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 4 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.

### 26.2.3 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.

### 26.2.4 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.

### 26.2.5 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.

## 26.3 Rostered Free Days (RFDs)

### 26.3.1 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) Provided that in exceptional circumstances, 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.

#### 26.3.2 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.

### 26.4 Flexible Working Hours Agreements

26.4.1 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.

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

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

### 26.5 Rosters and Changes to Rosters

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

26.5.2 Rosters will be designed to meet:

- (a) operational and program 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.

26.5.3 Rosters will incorporate start and finish times and RFDs.

26.5.4 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.

26.5.5 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.

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

## **26.6 Exchange of shifts**

26.6.1 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.

## **26.7 Special Rates**

26.7.1 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 salary point 31, in which case payments are based on point 31.

26.7.2 Insufficient notice of roster change

Where an employee is not notified of a roster change in accordance with subclause 26.5, 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 26.9.

26.7.3 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.

26.7.4 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 50% additional for all ordinary duty hours worked before the expiration of 11 hours.

26.7.5 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 paragraph 26.2.4, 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.

## **26.8 Shift Penalties**

### **26.8.1 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 26.8.2 and 26.8.3 shall not be payable for periods of duty for which the provisions of subclause 26.7 Special Rates apply.
- (c) Payments prescribed in 26.8.7 (midnight to dawn) shall not be payable for periods of duty for which the provisions of 26.7.4 (Insufficient break between shifts) and 26.7.5 (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 salary point 31, in which case payments are based on point 31.

### **26.8.2 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.

### **26.8.3 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.

### **26.8.4 Saturday**

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

### **26.8.5 Sunday**

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

### **26.8.6 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 44.5(b) in the case of a half day public holiday).

### **26.8.7 '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.

## **26.9 Overtime**

### **26.9.1 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 28.5.4);
- (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 28.5.4) except on a distant assignment.

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

26.9.3 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

26.9.4 Time off in lieu of overtime

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

## 27. Schedule B (Rostered) Employees

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### 27.1 Application

27.1.1 This clause applies to **Schedule B** employees and should be read in conjunction with the provisions of **clause 28. General Conditions Relating to Hours, Penalties and Overtime.**

### 27.2 Hours of Work

27.2.1 Arrangement of hours

- (a) Full time employees will work an average of 38 ordinary duty hours per week on the following basis:

- (i) on no more than 10 days over a two week cycle; or
  - (ii) on no more than 19 days over a four week cycle.
- (b) The arrangement of hours (i.e. two or four weeks) will be determined by agreement between a defined group of employees or an individual employee and the ABC, having regard to:
- (i) operational and program 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 63.**
- Prevention and Resolution of Disputes.**

#### 27.2.2 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.

#### 27.2.3 Consecutive days worked

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

#### 27.2.4 Break between shifts

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

#### 27.2.5 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, periods of duty should not exceed 5 hours without either a meal or crib break, but in any case will not exceed 6 hours.

### 27.3 Rostered Free Days (RFDs)

#### 27.3.1 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) Provided that in exceptional circumstances, 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 27.8.

#### 27.3.2 Definition of RFD

- (a) In this clause, Rostered Free Day (RFD) means a day (24 hours) during which an employee is not required to attend for duty or hold themselves available for duty.
- (b) Where a single RFD is given, an additional break of 11 hours 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 27.8.

## **27.4 Flexible Working Hours Agreements**

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

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

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

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

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

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

27.5.2 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.

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

## **27.6 Exchange of shifts**

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

## **27.7 Shift Penalties**

27.7.1 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 salary point 23, in which case payments are based on point 23.

27.7.2 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.

**27.7.3 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.

**27.7.4 Saturday**

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

**27.7.5 Sunday**

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

**27.8 Overtime**

**27.8.1 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 28.5.4);
- (e) on each day that falls outside a limit of 12 consecutive days worked (except on a distant assignment);
- (f) for insufficient break between shifts or over a RFD/s;
- (g) on a shift that is not continuous with ordinary duty on any day (subject to 28.5.4) except on a distant assignment.

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

**27.8.3 Overtime rates**

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

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



- (b) All work performed on a cancelled rostered free day will be paid at double time.
- (c) All work performed during insufficient break between shifts will be paid as follows:
  - (i) if the break is less than eight hours - double time
  - (ii) if the break is eight hours or more - time and a half

#### 27.8.4 Special overtime

- (a) An employee starting work before midnight and required to continue work until after 5.00am the following day shall be paid overtime at double time for all time worked in excess of seven hours from the time of commencement.
- (b) An employee who starts work before 6.00am on three or more days in any one week shall, for all shifts during that week, be entitled to daily overtime after nine hours from the time of commencement and shall be paid at the rate of time and a half for the first three hours and double time thereafter.

#### 27.8.5 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.

## 28. General Conditions Relating to Hours, Penalties and Overtime

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### 28.1 Application

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

**Clause 25. Schedule A (Non-Rostered) Employees**

**Clause 26. Schedule A (Rostered) Employees**

**Clause 27. Schedule B Employees**

### 28.2 Employment under Schedules A or B

- 28.2.1 Employment under **Schedule A** or **Schedule B** conditions shall be determined in accordance with **subclause 18.2 Rates of Pay**.

### 28.3 Shiftwork - Schedule A Employees

28.3.1 **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.

28.3.2 Otherwise they will be regarded as non-rostered employees.

### 28.4 Calculation of Hours Worked

28.4.1 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.

### 28.5 General Overtime Conditions

#### 28.5.1 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.

#### 28.5.2 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 salary point 31, in which case payments are based on point 31.

#### 28.5.3 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.

#### 28.5.4 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.

### 28.6 Emergency Duty (Schedule A only)

28.6.1 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.

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

28.6.3 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.

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

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

28.7.2 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.

### 28.8 Limitations on Additional Payments

28.8.1 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

### 29. Meal Allowance

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

### 30. Private Vehicle Allowance

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

### 31. Television Clothing Allowance

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- 31.1.1 A Television Clothing Allowance will be payable to employees who appear before the camera on a regular working basis.

- 31.1.2 The allowance will be determined on an individual basis in accordance with the rates contained in **Schedule C**, which will be reviewed periodically by the ABC.

## **32. First Aid Allowance**

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

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

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- 33.1.1 The ABC will determine on a case by case basis the extent of payment of reasonable costs associated with relocation from one locality to another of an employee upon promotion, transfer (including temporary transfer), or engagement in accordance with ABC 'Relocation & 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.
- 33.1.2 Where, in respect of their duties with the ABC, an employee has been temporarily relocated to a new locality for a period of at least three months, they may be reimbursed the costs of travel for an appropriate number of return journeys for the purposes of visiting family. The frequency of reimbursement of return travel costs will be determined by the relevant delegate on a case by case basis in accordance with ABC 'Relocation & Reunion Assistance Guidelines'.
- 33.1.3 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 63. Prevention and Resolution of Disputes**.

## **34. Isolated Locality Assistance**

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### **34.1 District Allowance**

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

## 34.2 Isolated Locality Fares

- 34.2.1 An employee working permanently at a locality listed below will be eligible for fares assistance for return travel to the nearest state capital for leave of absence in respect of themselves and any eligible partner and dependants, subject to the following:
- (a) for the localities of Alice Springs, Katherine, Broome, Karratha, 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.
- 34.2.2 The ABC will authorise additional fares assistance to an employee and any eligible partner and dependants, on a case-by-case basis, where circumstances so warrant including emergency and compassionate reasons.
- 34.2.3 Where an employee, who has not utilised all or part of two previously accrued entitlements to fares assistance, becomes eligible for a third entitlement, the first entitlement (or any remaining part thereof) will lapse.
- 34.2.4 Darwin Airfares Assistance
- (a) Translated **Schedule A** employees who were employed by the ABC in Darwin as at 30 June 1998 shall be entitled to Airfares Assistance on Leave in the terms set out in the agreement dated 6 August 1998 between the ABC and the CPSU, provided that they have not accepted and been paid the buyout under clause 5 of that agreement which ended all future entitlements. Such entitlement shall continue while they are employed in Darwin. All **Schedule A** employees employed by the ABC in Darwin after 30 June 1998, either as internal relocations or as new employees, shall have no entitlement to airfares assistance.
  - (b) Translated **Schedule B** employees employed by the ABC in Darwin as at the Translation Date shall be entitled to Airfares Assistance on Leave in the terms set out in the letter dated 19 October 1999 between the ABC and the MEAA, provided they have not accepted and been paid the buyout under clause 5 of that letter which ended all future entitlements. Such entitlements shall continue while they are employed in Darwin. All **Schedule B** employees employed by the ABC in Darwin after the Translation Date, either as internal relocations or as new employees, shall have no entitlement to airfares assistance.

## 35. Reimbursement of Miscellaneous Expenses

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- 35.1.1 The ABC will approve the reimbursement of miscellaneous expenses reasonably incurred in the course of an employee's work, in the following cases:
- (a) the loss or damage to clothing or personal effects;

- (b) where special clothing requirements are necessary for an employee to work on a particular assignment or at a particular locality;
- (c) where excess fares are incurred by an employee in travelling to a new workplace following a temporary change in work location. Excess fares are not payable where an employee has been transferred to a new location on an ongoing or long term basis (i.e. greater than three months); and/or
- (d) other circumstances considered warranted by the delegate.

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

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- 36.1.1 The parties acknowledge that in the usual course of events travel between home and work is the responsibility of the employee. As a general rule, therefore, the ABC will not reimburse taxi fares or issue Cabcharge dockets for travel by employees between home and work.
- 36.1.2 As a clear exception to this general rule, the ABC will provide reasonable assistance with the cost of travel to or from work in situations where:
- (a) the employee is required to commence work between 9.30pm and 6.00am; or
  - (b) the employee is returning home after finishing work between 9.30pm and 6.00am.
- 36.1.3 Definition of 'reasonable assistance'  
For the purpose of this clause:
- (a) 'reasonable assistance' means the provision of a suitable conveyance or Cabcharge 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 36.1.2 is limited to those employees who would otherwise normally be able to use public transport to travel to and from work.
- 36.1.4 Otherwise, the provision of transport assistance 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 transport assistance;
  - (c) an employee who is not on call is called in for an emergency; or
  - (d) an employee finishes work late, there are legitimate safety concerns, and there is no reasonable alternative to a taxi.
- 36.1.5 Where approval is given under the circumstances at 36.1.4(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.

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

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- 37.1.1 Where in relation to the unique aspects of a particular production or working environment, an ABC employee is required to perform work in 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

### 38. Annual Leave

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#### 38.1 Schedule A Employees

38.1.1 **Schedule A** employees will receive four weeks' annual leave to be accrued at the rate of 152 hours per full year of employment, or pro rata part thereof.

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

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

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

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

C = 4

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

#### 38.1.3 Additional Leave for Sundays Worked

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

#### 38.2 Schedule B Employees

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

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

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

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

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

C = 6

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

38.2.3 Eligible Schedule B employees employed prior to 3 July 2000 will continue to be entitled to additional annual leave in accordance with **clause 69 of the ABC Employment Agreement 2000 - 2002**.

### 38.3 General Conditions in Relation to Annual Leave

#### 38.3.1 Entitlement

- (a) Employees are entitled to paid annual leave accrued in hours.
- (b) Granting of annual leave is subject to the approval of the relevant manager, and 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 will not be approved for periods of less than one day.
- (d) Casual employees will be paid a loading in lieu of annual leave in accordance with **subclause 16.3 Casual Employment**.
- (e) Where warranted, the Managing Director or delegate may approve the granting of additional annual leave in cases where an employee has worked an excessive amount of unpaid overtime.

#### 38.3.2 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) No employee will accrue a credit greater than that equivalent to two years six months service. Employees with credits in excess of two years six months service may be deemed to be on leave at the subject anniversary date. In this respect leave will be deemed in periods of one week or greater.
- (d) Subject to the consent of the employee, the ABC may at its discretion make a payment in lieu of excess annual leave. Excess annual leave is defined in (c) above.

#### 38.3.3 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.

#### 38.3.4 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.

38.3.5 Payment on separation

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

38.3.6 Pre 1966 employees

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

38.3.7 Additional Annual Leave (Isolated Localities)

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

<i><b>Locality</b></i>	<i><b>Maximum additional annual leave in days per 12 months</b></i>
<i>Kununurra .....</i>	<i>7</i>
<i>Darwin, Katherine, Alice Springs, Broome, Kalgoorlie, 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>

**39. Annual Leave Loading**

39.1.1 Eligible employees will be entitled to an Annual Leave Loading in accordance with the provisions of this clause except where, during the period of leave taken, they are in receipt of a 'salary package' or 'annual buyout' that includes an amount in lieu of shift penalties.

39.1.2 Annual leave loading will be calculated and paid for each full day of annual leave taken. The amount will be the greater of either:

- (a) the daily equivalent of 17.5% of base salary up to the prescribed maximum set by the Australian Statistician; or
- (b) the daily equivalent of average shift penalties earned in the previous (rolling) 52 week period less any periods during which the employee was on leave.

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

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

**40.1 Entitlement**

40.1.1 In respect of **Schedule A** employees, the following 11 paid designated public holidays will apply each calendar year:

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

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

40.1.3 The total of all public holidays applied in any locality in any calendar year cannot exceed 13.

## **40.2 Special Additional Public Holidays**

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

## **40.3 Substituted days**

40.3.1 Where a designated public holiday falls on a Saturday or Sunday and is substituted by a different day, the subject Saturday or Sunday will no longer be regarded as a public holiday for remuneration purposes.

40.3.2 Where an employee works on both Christmas Day and a substitute holiday, one day will attract payment at the public holiday rate and the other day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

40.3.3 Where the ABC and an employee agree, another day may be substituted for any of the public holidays prescribed above. In this circumstance the original public holiday will no longer be regarded as a holiday for the employee.

## **40.4 Day off in lieu**

40.4.1 Where in a regular cycle of rostered work an employee is rostered off on a public holiday, the ABC will grant a day's leave in lieu of the holiday, within one month if practicable, together with a credit of the hours for a nominal day. Provided that where this is not practicable, the employee will be paid one day's pay at the

ordinary rate. For full time employees the prescribed nominal daily hours are 7 hours 36 minutes.

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

40.5.1 A half day public holiday will cover a period of 12 hours and will either cease at midday or commence at midday, depending on the event being celebrated.

40.5.2 The minimum additional payment for ordinary duty performed on a public holiday pursuant to paragraph 26.8.6 will, in the case of a half day public holiday, be reduced by any periods of ordinary duty worked prior to the commencement or after the finish of the half day public holiday.

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

### **41. Personal Leave**

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#### **41.1 Entitlement**

41.1.1 Personal leave consists of two components:

- (a) Personal Sick leave; and
- (b) Family/Special leave.

41.1.2 Common provisions are as follows:

- (a) Leave credits and debits will be recorded in hours and minutes.
- (b) 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.
- (c) An employee is required to advise the ABC of any absence as soon as practicable.

#### **41.2 Personal Sick Leave**

41.2.1 Credit

- (a) Personal sick leave credits will be calculated as follows:
  - (i) Full Time Employees - the hourly equivalent of 15 days full pay credit per annum available from the date of commencement and on each subsequent anniversary.
  - (ii) Part Time Employees - proportional credit according to part time hours.
  - (iii) Casual Employees - nil, a loading is paid in lieu of entitlement.
- (b) Personal sick leave will be cumulative but will not be paid in lieu on separation.

#### 41.2.2 Granting

- (a) Employees are entitled to use their personal sick leave credit if they are unfit for work because of illness or injury. Employees are expected to advise the ABC as soon as practicable of an absence and where applicable provide suitable medical evidence.
- (b) In any sick leave credit year up to a total of five working days (maximum three consecutive) can be granted with pay on account of illness without production of 'suitable medical evidence', otherwise sick leave is without pay.
- (c) 'Suitable medical evidence' includes supporting documentation from a medical practitioner, dentist, registered health provider, osteopath or similar health practitioner recognised by a health fund.
- (d) A medical certificate from a medical practitioner (i.e. doctor) will be required where an absence is related to a claim for worker's compensation.

#### 41.2.3 Maximum period of leave

The maximum continuous period of leave to count as service that can be granted for sick leave is 78 weeks, of which no more than 52 weeks can be with pay (this excludes paid worker's compensation and war service leave).

#### 41.2.4 Advancement of credits

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

#### 41.2.5 Conversion of credit

The Director Human Resources (or delegate) may approve the conversion of full pay sick leave to half pay for an employee.

#### 41.2.6 Fitness for work

In cases of continual absence or where the welfare of the individual may constitute a danger to themselves, other employees or the public, the employee may be referred for medical examination for 'fitness for work' by a Government Medical Officer following consultation with the relevant delegate or Human Resources Manager.

#### 41.2.7 Sick leave while on annual leave

An employee absent on annual or long service leave who provides suitable medical evidence for a period of sickness (and has appropriate sick leave credits) can be re-credited for the period of the certificated absence.

#### 41.2.8 Relationship with Maternity Leave

An employee will not be entitled to take sick leave while also entitled to paid maternity leave under the Maternity Leave (Commonwealth Employees) Act 1973. An employee absent on unpaid maternity leave can be granted sick leave for any period supported by relevant medical evidence of illness.

#### 41.2.9 Relationship with Worker's Compensation

An employee in receipt of worker's compensation in excess of 45 weeks will only accrue sick leave on an hours actually worked basis.

#### 41.2.10 Special War Service provisions

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

#### 41.2.11 Recognition of previous service

- (a) Previous service with government organisations will be recognised as service for sick 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 sick 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 sick leave equivalent to the balance at the time of retirement.

### 41.3 Family/Special Leave

#### 41.3.1 Entitlement

Employees are eligible for up to five days paid Family/Special leave per sick leave credit year. The leave is in recognition of unforeseen emergency situations and other special circumstances.

#### 41.3.2 Granting

- (a) Leave under this clause may be granted for the following reasons:
  - (i) caring associated with family illness;
  - (ii) special requirements associated with birth or adoption;
  - (iii) household emergencies, moving house; or
  - (iv) attending special religious, ceremonial or cultural obligations.
- (b) Leave under this clause for continuous periods in excess of two days may need documentary evidence.
- (c) In general, use of this leave for periods of less than one day should be avoided and time in lieu or flexitime utilised.

### 41.3.3 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 preference.

## 42. Miscellaneous Paid Leave

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42.1.1 Employees are eligible for paid leave relating to:

- (a) bereavement (generally up to a maximum of three days per occasion);
- (b) jury service;
- (c) attendance as a witness at proceedings on behalf of the Commonwealth or State/Territory Government.

42.1.2 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 Services Cadet Scheme 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 to the interests of the ABC and the individual.

### 42.1.3 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.

42.1.4 All miscellaneous paid leave will count as service for all purposes.

## 43. Long Service Leave

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43.1.1 Employees of the ABC are entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.



## **44. Maternity Leave**

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44.1.1 Female employees of the ABC are entitled to Maternity Leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.

## **45. Adoption Leave**

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- 45.1.1 An eligible employee (as defined in 45.1.2 below) may take up to six weeks paid adoption leave from the date they assume responsibility as the primary carer of the child.
- 45.1.2 Adoption leave is available to employees with 12 or more months continuous service and the adopted child is:
- (a) under five years old; and
  - (b) not a step child of the employee or a child of the employees' spouse or a child who has previously lived continuously with the employee for at least six months.
- 45.1.3 Where an employee has also been granted parental leave under clause 46 the aggregate of parental leave and adoption leave may not exceed 52 weeks.
- 45.1.4 Paid adoption Leave will be paid as fortnightly salary equivalent to full pay sick leave.
- 45.1.5 Where both parents are employed by the ABC and they wish to share the adoption leave, the combined maximum period of leave must not exceed six weeks.
- 45.1.6 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.

## **46. Parental Leave**

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- 46.1.1 Parental leave applies in cases where an employee:
- (a) gives birth to a child;
  - (b) has a spouse that gives birth to a child; or
  - (c) adopts a child as the primary carer.
- 46.1.2 An eligible employee is entitled to take leave without pay up to a maximum of 52 weeks during the period commencing on the day of birth of the child, or day the employee assumes responsibility for an adopted child, and ending 66 weeks thereafter.
- 46.1.3 Where an employee has also been granted maternity leave without pay the aggregate of maternity leave (excluding the required 12 week absence) and parental leave may not exceed 40 weeks.
- 46.1.4 Parental leave without pay does not count as service.

## **47. Leave Without Pay**

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- 47.1.1 Leave without pay (LWOP) may be granted by the delegate for periods up to 12 months having regard to the operational needs of the ABC. Leave may be granted for a range of reasons including:
- (a) study purposes;
  - (b) to accompany a partner on a temporary posting;
  - (c) compassionate reasons;
  - (d) secondments and exchanges;
  - (e) additional recreational purposes;
  - (f) other special circumstances considered appropriate to the interests of the ABC and the individual.
- 47.1.2 The Managing Director (or authorised delegate) 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.
- 47.1.3 Unless otherwise approved by the delegate, LWOP will not count as service for any purpose.
- 47.1.4 Periods of LWOP (not to count as service) will have the following effect on credits:
- (a) sick leave and long service leave - credit deferred by the entire period of the absence greater than five days in any sick leave credit year;
  - (b) annual leave - credit reduced by absences totalling more than five days per calendar year.
- 47.1.5 LWOP will not normally be approved until available annual leave credits are used.

## Part J Travel and Overseas Postings

### **48. Distant Assignments**

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#### **48.1 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.

#### **48.2 Hours of Work**

48.2.1 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.

48.2.2 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.

### **49. General Travel Conditions**

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

### **50. Domestic Travelling Allowance**

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#### **50.1 Eligibility**

50.1.1 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.

## **50.2 Rate of Payment**

50.2.1 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.

## **50.3 Adjustment to Allowance**

50.3.1 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.

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

50.4.1 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.

## **50.5 Reviewed Travelling Allowance**

50.5.1 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.

## **50.6 Expenses paid by ABC**

50.6.1 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.

## **51. Overseas Travelling Allowance**

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### **51.1 Eligibility**

51.1.1 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.

### **51.2 Adjustment**

51.2.1 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.

## **52. Travel By Air**

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### **52.1 Domestic**

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

### **52.2 International**

52.2.1 Employees will normally travel Business Class when travelling on ABC business overseas unless otherwise agreed.

### **52.3 Objection**

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

### **52.4 Special Insurance**

52.4.1 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.

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

52.4.3 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.

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

## **53. Insurance General**

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53.1.1 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.

## **54. Overseas Posting Conditions**

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- 54.1.1 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 i.e. 'Notes on Overseas Postings', and adjust payments and allowance rates in accordance with overseas allowance variations.
- 54.1.2 Conditions relating to employees posted overseas may be subject to review during the life of this Agreement.

## Part K Managing Change

### 55. Consultation

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#### 55.1 Principles

- 55.1.1 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.
- 55.1.2 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.
- 55.1.3 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.

#### 55.2 Notification of Change

- 55.2.1 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.

#### 55.3 Significant Effect

- 55.3.1 '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. Provided that where **Clause 7.1 Facilitative Provisions** specifically provide for the alteration of any of the above matters, this shall be deemed not to involve a significant effect.

#### 55.4 Discussion

- 55.4.1 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.

55.4.2 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'.

55.4.3 The ABC will give prompt consideration to matters raised by employees and their representatives in relation to the changes.



## Part L Redundancy

### **56. Redundancy**

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56.1.1 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.

#### **56.2 Reasons for Redundancy**

56.2.1 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 the conditions in (a) are met; or
- (d) their skills, talents or perceived audience appeal are no longer relevant to the ABC's overall program requirements.

#### **56.3 Exclusions**

56.3.1 This clause does not apply to:

- (a) Fixed term or specified task employment;
- (b) Probationary employment; or
- (c) Casual employment.

#### **56.4 Consultation**

56.4.1 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 possible redundancies and the measures taken to avoid or minimise those redundancies;
- (b) the procedures to be followed where the possible redundancies arise from there being an excess number of employees within a class of employees; and
- (c) alternatives to redundancy in accordance with 56.5.

56.4.2 Provided that where the matters required to be discussed under this clause are covered in discussions under **Clause 55. Consultation**, those discussions will also be regarded as satisfying the requirements of this clause.

## **56.5 Alternatives to Redundancy**

- 56.5.1 Prior to and throughout discussions, the ABC will actively explore alternatives to redundancy, including natural attrition, transfer, and any opportunities for redeployment and/or retraining.
- 56.5.2 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.
- 56.5.3 At the employee's discretion, the ABC will continue to examine redeployment and retraining possibilities for up to six weeks from the date the employee was first informed under subclause 56.4 that they were possibly redundant.
- 56.5.4 An employee who takes sick 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 sick 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 sick leave is more than two weeks and the ABC declines an application for an extension, the employee will, in addition to the redundancy payments set out in 56.10.1 receive a payment equal to the period of sick leave taken up to a maximum of four weeks.

## **56.6 Substitution**

- 56.6.1 The ABC may at its discretion canvass interest for voluntary redundancy from employees in substitution for the affected employee.
- 56.6.2 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.
- 56.6.3 Where the ABC agrees to a substitution:
- (a) the substitute employee will, as soon as practicable, be formally notified that they are redundant in accordance with 56.8; and
  - (b) the original employee will be redeployed.

## **56.7 Redeployment and Retraining**

- 56.7.1 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.

**56.8 Income Maintenance**

- 56.8.1 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.
- 56.8.2 Salary for income maintenance purposes will be fixed in dollar terms other than for increases applying under clause 18.1. Salary for income maintenance purposes will include any regular shift penalties received (on average) over the 12 months preceding the date of redeployment.
- 56.8.3 The amount of income maintenance will be reduced by the amount of any increase payable through the performance management system.

**56.9 Notification of Redundancy**

- 56.9.1 The ABC will formally notify an employee in writing that they are redundant if
  - (a) following initial discussions they do not wish to examine redeployment and retraining options; or
  - (b) after examining redeployment and retraining options no suitable alternative employment has been found; or
  - (c) the employee has agreed to be substituted under 56.6.

**56.10 Payments**

- 56.10.1 An employee who is made redundant will receive:
  - (a) notice or, where the employee agrees, payment in lieu of notice:
 

<i><b>Period of Continuous Service and Age</b></i>	<i><b>Period of Notice</b></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>
  - (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 56.5.3, where the employee (other than a substitute employee under 56.6) leaves before the expiration of the six week period.

56.10.2 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.

56.10.3 For the purpose of calculating any payment under 56.10.1, '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 under 56.8;
- (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.

56.10.4 Redundant 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.

## **56.11 Re-engagement**

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

## Part M Discipline, Incapacity and Separation

### **57. Misconduct**

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#### **57.1 Definition**

57.1.1 Misconduct (including serious misconduct) involves any employee who:

- (a) wilfully disobeys or disregards a 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; and/or
- (h) exercises unlawful discrimination, patronage or favouritism in relation to employment matters within the ABC.

#### **57.2 Right to Representation**

57.2.1 An employee will be advised that at all stages of the misconduct proceedings they have the right to be represented by a person of their choice. The employee and their representative will have right of access to any material which is relevant to the allegation, and be advised on any material that is being relied on in the proceedings and be given the opportunity to respond in writing to any material in a timely manner.

#### **57.3 First Warning**

57.3.1 Where misconduct arises which is deemed insufficient to warrant an investigation, the relevant manager will convene a meeting with the employee involved and the Human Resources manager. The employee will be:

- (a) advised of the nature of the alleged misconduct;
- (b) advised that at any stage during these or subsequent proceedings they may choose to be accompanied by a person of their choice; and
- (c) given an opportunity to explain their actions or inactions, and/or to respond in writing in a timely manner to any matter raised.

57.3.2 If the alleged misconduct is substantiated, the employee will be:

- (a) formally warned, with a copy of the warning placed on the employee's personal file and a copy given to the employee; and
- (b) advised of any corrective action to be taken, and that failure to comply with the corrective action may lead to disciplinary action, including possible dismissal.

57.3.3 If at any time the ABC forms the view that the misconduct is in fact serious misconduct, the matter shall then immediately be dealt with in accordance with **clause 58. Serious Misconduct**.

#### **57.4 Second Warning or Investigation**

57.4.1 If further misconduct arises within a reasonable period of time, the ABC will either:

- (a) warn the employee a second time. The conditions governing the issuing of the second warning will be as for the first, except that the employee will be advised that, should yet another situation arise which would result in a warning being issued, a formal investigation leading to possible dismissal will occur.

or

- (b) treat the alleged misconduct in accordance with the provisions of **clause 58. Serious Misconduct**.

#### **57.5 Removal of Warning Notices**

57.5.1 Upon request, copies of warnings issued under this subclause will be removed from an employee's personal file after a period of two years from the date they were issued.

### **58. Serious Misconduct**

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#### **58.1 Definition**

58.1.1 'Serious Misconduct' involves an employee who engages in misconduct as defined under subclause 57.1 above, but where the level of seriousness or the adverse ramifications of the offence are so extreme in the opinion of a person authorised by the ABC, that immediate action must be taken to investigate the matter with a view to taking disciplinary action.

#### **58.2 Investigation**

58.2.1 Where an allegation of serious misconduct has been made against an employee, the ABC will appoint an independent 'Investigation Officer' to establish the facts and report back to the relevant delegate. An Investigation Officer will be a person who has had no prior involvement in the misconduct or disciplinary proceedings.

### **58.3 Suspension**

- 58.3.1 The employee may be suspended with or without pay during an investigation into serious misconduct.
- 58.3.2 An employee on suspension either with or without pay will not attend his/her place of work unless authorised by the ABC.
- 58.3.3 The ABC may grant an employee access to available leave during a period of unpaid suspension.
- 58.3.4 Where the 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 period of suspension and any paid leave taken by the employee during the period of suspension will be restored.

### **58.4 Disciplinary Action**

- 58.4.1 Where an allegation of serious misconduct has been substantiated through investigation, the delegate may:
- (a) counsel the employee;
  - (b) issue a written warning to the employee;
  - (c) transfer the employee to another position at an equal or lower salary;
  - (d) withhold or reduce the employee's salary;
  - (e) dismiss the employee with due notice, or payment in lieu, in accordance with the relevant provisions of **clause 60. Termination of Employment**;
  - (f) dismiss the employee without due notice given the extreme seriousness of the misconduct.

### **58.5 Summary Dismissal**

- 58.5.1 Nothing in this Agreement limits or affects in any way the ABC's right to dismiss the 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.

## **59. Medical Incapacity to Perform Work**

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- 59.1.1 Where an employee is ill for an extended period of time or incapable of performing their job because of medical reasons, the ABC will manage the case in accordance with the requirements of medical advice to assist the employee to return to full work capacity.
- 59.1.2 Where a medical assessment from Health Services Australia or other recognised medical authority indicates an employee is no longer fit for continued employment, the ABC may review the continued employment of the employee and take such action as is appropriate in the circumstances.

59.1.3 An employee will not, without the employee's consent, have their employment terminated on medical grounds, before their personal sick leave credit has been exhausted up to a maximum of 52 weeks.

## 60. Termination

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### 60.1 Basis for Termination

60.1.1 Subject to 60.2.2, 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 56.**)
  - (ii) Medical incapacity (subject to **clause 59.**)
  - (iii) Unsatisfactory performance (in accordance with **clause 24.**)
  - (iv) Serious Misconduct (in accordance with **clause 58.**)
  - (v) Abandonment of employment

### 60.2 Notice on Termination

60.2.1 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><b>Period of Continuous Service</b></i>	<i><b>Period of Notice</b></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>

60.2.2 Subclauses 60.1 and 60.2 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 reserves the right of summary dismissal in relation to fixed term or specified task employment.
- (b) a probationary employee, whose employment may be terminated on one week's notice except in the case of summary dismissal.
- (c) a casual employee whose employment ceases when the period for which they were employed has ended.



**61. Resignation or Retirement**

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

<i><b>Period of Continuous Service</b></i>	<i><b>Period of Notice</b></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>

61.1.2 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

### **62. Personal Grievance Resolution**

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

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

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#### **63.1 Objectives**

- 63.1.1 Consistent with section 170LT(8) of the *Workplace Relations Act 1996*, the procedures set out in this clause shall apply in order to facilitate the prevention and settlement of disputes about matters arising under this Agreement.

#### **63.2 Continuation of Work**

- 63.2.1 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.

#### **63.3 Internal Process**

- 63.3.1 It is the responsibility of the parties 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, or their representative, should discuss a dispute with their local manager.
  - (b) Where this does not resolve the concern, the dispute will be referred to more senior levels of management.

#### **63.4 Alternative Processes**

- 63.4.1 At any time during the process the parties may agree to:
- (a) the use of mechanisms such as mediation and conciliation to assist in the resolution of the matter; and/or

- (b) nominate an independent person to consider the matter and recommend action to resolve the dispute.

**63.5 Referral to the AIRC**

- 63.5.1 Subject to 63.5.4, in the event that the parties are unable to resolve a dispute in a manner consistent with the above process, the specific matter or matters in dispute may be referred to the Australian Industrial Relations Commission (AIRC) under section 170LW of the Workplace Relations Act 1996.
- 63.5.2 Unless the parties agree to the contrary, the AIRC is requested when dealing with a particular matter, to have regard to whether the parties have complied with these procedures.
- 63.5.3 The parties agree to comply with, put into effect, and treat as final, any recommendation of the AIRC and will regard the recommendation of the AIRC as final and binding.
- 63.5.4 Subclause 63.5 will not apply to disputes in relation to decisions that are subject to appeal against a selection decision in accordance with clause 13.8.1 or are proscribed from appeal by clause 13.8.2.
- 63.5.5 Subject to 63.5.6, in all matters coming before it, the AIRC is requested to make such determination or recommendation in the matter as it considers appropriate having regard to equity, good conscience, and the substantial merits of the case.
- 63.5.6 Pursuant to this subclause, no determination or recommendation may be made which is inconsistent with the terms of this Agreement.

**SIGNED:**



**Russell Balding**  
**Managing Director**  
for and on behalf of the Australian Broadcasting Corporation

**Date:** 18. 12. 02

**SIGNED:**

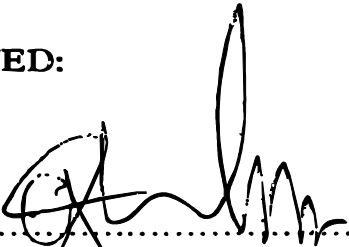


**Graeme Thomson**  
**ABC Section Secretary**

for and on behalf of the Community and Public Sector Union

Date: 18 December 2002

**SIGNED:**



.....  
Christopher Warren

**Federal Secretary**

for and on behalf of the Media Entertainment and Arts Alliance

Date: 18 December 2002

# Schedule A Salary Rates

		13-Jan-03	First pay period to commence in		
		1.6%	Jun-03 3.2%	Jun-04 3.35%	Jun-05 3.35%
<b>Band 9</b>	Min. Rate	\$72,386	\$74,702	\$77,205	\$79,791
<b>Band 8</b>	Pt. 40	\$69,892	\$72,129	\$74,545	\$77,042
	Pt. 39	\$67,676	\$69,842	\$72,182	\$74,600
	Pt. 38	\$66,203	\$68,321	\$70,610	\$72,975
	Pt. 37	\$64,731	\$66,802	\$69,040	\$71,353
	Pt. 36	\$63,261	\$65,285	\$67,472	\$69,732
<b>Band 7</b>	Pt. 35	\$61,789	\$63,766	\$65,902	\$68,110
	Pt. 34	\$60,320	\$62,250	\$64,335	\$66,490
	Pt. 33	\$58,847	\$60,730	\$62,764	\$64,867
	Pt. 32	\$57,671	\$59,516	\$61,510	\$63,571
	Pt. 31	\$56,493	\$58,301	\$60,254	\$62,273
<b>Band 6</b>	Pt. 30	\$55,318	\$57,088	\$59,000	\$60,977
	Pt. 29	\$54,140	\$55,872	\$57,744	\$59,678
	Pt. 28	\$52,962	\$54,657	\$56,488	\$58,380
	Pt. 27	\$51,862	\$53,522	\$55,315	\$57,168
	Pt. 26	\$50,754	\$52,378	\$54,133	\$55,946
<b>Band 5</b>	Pt. 25	\$49,655	\$51,244	\$52,961	\$54,735
	Pt. 24	\$48,549	\$50,103	\$51,781	\$53,516
	Pt. 23	\$47,445	\$48,963	\$50,603	\$52,298
	Pt. 22	\$46,339	\$47,822	\$49,424	\$51,080
<b>Band 4</b>	Pt. 21	\$45,241	\$46,689	\$48,253	\$49,869
	Pt. 20	\$44,135	\$45,547	\$47,073	\$48,650
	Pt. 19	\$42,956	\$44,331	\$45,816	\$47,351
	Pt. 18	\$41,782	\$43,119	\$44,563	\$46,056
	Pt. 17	\$40,603	\$41,902	\$43,306	\$44,757
<b>Band 3</b>	Pt. 16	\$39,429	\$40,691	\$42,054	\$43,463
	Pt. 15	\$38,254	\$39,478	\$40,801	\$42,168
	Pt. 14	\$37,186	\$38,376	\$39,662	\$40,991
	Pt. 13	\$36,148	\$37,305	\$38,555	\$39,847
<b>Band 2</b>	Pt. 12	\$35,107	\$36,230	\$37,444	\$38,698
	Pt. 11	\$34,070	\$35,160	\$36,338	\$37,555
	Pt. 10	\$33,234	\$34,297	\$35,446	\$36,633
	Pt. 9	\$32,403	\$33,440	\$34,560	\$35,718
	Pt. 8	\$31,568	\$32,578	\$33,669	\$34,797
<b>Band 1</b>	Pt. 7	\$30,738	\$31,722	\$32,785	\$33,883
	Pt. 6	\$29,723	\$30,674	\$31,702	\$32,764
	Pt. 5	\$28,848	\$29,771	\$30,768	\$31,799
	Pt. 4	\$28,156	\$29,057	\$30,030	\$31,036
	Pt. 3	\$27,460	\$28,339	\$29,288	\$30,269
	Pt. 2	\$26,770	\$27,627	\$28,553	\$29,510
	Pt. 1	\$26,075	\$26,909	\$27,810	\$28,742

Salary rate defined for the purposes of subclause 22.4 of the Agreement.

Rate "a"	\$110,937	\$114,487	\$118,322	\$122,286
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## Schedule B Salary Rates

		13-Jan-03	First pay period to commence in		
			Jun-03	Jun-04	Jun-05
		1.6%	3.2%	3.35%	3.35%
<b>Band 9</b>	Min. Rate	\$75,210	\$77,617	\$80,217	\$82,904
<b>Band 8</b>	Pt. 40	\$72,717	\$75,044	\$77,558	\$80,156
	Pt. 39	\$70,499	\$72,755	\$75,192	\$77,711
	Pt. 38	\$69,027	\$71,236	\$73,622	\$76,088
	Pt. 37	\$67,557	\$69,719	\$72,055	\$74,469
	Pt. 36	\$66,086	\$68,201	\$70,486	\$72,847
<b>Band 7</b>	Pt. 35	\$64,614	\$66,682	\$68,916	\$71,225
	Pt. 34	\$63,144	\$65,165	\$67,348	\$69,604
	Pt. 33	\$61,672	\$63,646	\$65,778	\$67,982
	Pt. 32	\$60,496	\$62,432	\$64,523	\$66,685
	Pt. 31	\$59,318	\$61,216	\$63,267	\$65,386
<b>Band 6</b>	Pt. 30	\$57,910	\$59,763	\$61,765	\$63,834
	Pt. 29	\$56,732	\$58,547	\$60,508	\$62,535
	Pt. 28	\$55,556	\$57,334	\$59,255	\$61,240
	Pt. 27	\$54,454	\$56,197	\$58,080	\$60,026
	Pt. 26	\$53,126	\$54,826	\$56,663	\$58,561
<b>Band 5</b>	Pt. 25	\$52,027	\$53,692	\$55,491	\$57,350
	Pt. 24	\$50,920	\$52,549	\$54,309	\$56,128
	Pt. 23	\$49,817	\$51,411	\$53,133	\$54,913
	Pt. 22	\$48,658	\$50,215	\$51,897	\$53,636
<b>Band 4</b>	Pt. 21	\$47,503	\$49,023	\$50,665	\$52,362
	Pt. 20	\$46,340	\$47,823	\$49,425	\$51,081
	Pt. 19	\$45,104	\$46,547	\$48,106	\$49,718
	Pt. 18	\$43,870	\$45,274	\$46,791	\$48,358
	Pt. 17	\$42,631	\$43,995	\$45,469	\$46,992
<b>Band 3</b>	Pt. 16	\$41,401	\$42,726	\$44,157	\$45,636
	Pt. 15	\$40,168	\$41,453	\$42,842	\$44,277
	Pt. 14	\$39,043	\$40,292	\$41,642	\$43,037
	Pt. 13	\$37,956	\$39,171	\$40,483	\$41,839
<b>Band 2</b>	Pt. 12	\$36,861	\$38,041	\$39,315	\$40,632
	Pt. 11	\$35,772	\$36,917	\$38,154	\$39,432
	Pt. 10	\$34,896	\$36,013	\$37,219	\$38,466
	Pt. 9	\$34,024	\$35,113	\$36,289	\$37,505
	Pt. 8	\$33,147	\$34,208	\$35,354	\$36,538
<b>Band 1</b>	Pt. 7	\$32,275	\$33,308	\$34,424	\$35,577
	Pt. 6	\$31,209	\$32,208	\$33,287	\$34,402
	Pt. 5	\$30,290	\$31,259	\$32,306	\$33,388
	Pt. 4	\$29,565	\$30,511	\$31,533	\$32,589
	Pt. 3	\$28,833	\$29,756	\$30,753	\$31,783
	Pt. 2	\$28,109	\$29,008	\$29,980	\$30,984
	Pt. 1	\$27,378	\$28,254	\$29,201	\$30,179

Salary rate defined for the purposes of subclause 22.4 of the Agreement.

Rate "a"	\$110,937	\$114,487	\$118,322	\$122,286
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## Schedule C Allowances

This schedule sets out rates of allowance effective as at the date of this Agreement.

1. The following rates are subject to variation having regard to Department of Employment & Workplace Relations (DEWR) notifications:

**(a) Meal Allowance** \$19.15

**(b) 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	61 cents
1,601 to 2,600cc	801 to 1,300cc	60 cents
1,600 and under	800cc and under	50 cents

An additional 0.69 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.

**(c) 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, Cairns, Townsville	\$1,360	\$690
Darwin, Katherine, Alice Springs, Longreach, Mt Isa	\$3,270	\$1,790
Port Hedland, Karratha, Dampier, Broome	\$4,430	\$2,510
Kununurra	\$6,510	\$4,030

\* To qualify, the partner must have earnings below the prescribed wage as determined by DEWR.

2. Other Rates:

**(a) Television Clothing Allowance**

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

**(b) First Aid Allowance** \$16.50 per fortnight.

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