**A close up of a sign

Description automatically generatedIncreased Protections for Fixed and Specified Task Employees**

1. **Objectives**

**Current Clause 11.1.3 v:**

**“***Promote the engagement of ongoing employees in preference to non-ongoing employees”*

**Proposed Clause 11.1.3 v:**

*“Promote the engagement of ongoing employees in preference to non-ongoing employees and carefully monitor all non-ongoing positions to ensure the ABC is not unintentionally misusing the forms of employment provisions of this Agreement.”*

1. **Specified Task excluding Run of Show**

**Current Clause 14.3.3:**

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

**Proposed Clause added as 14.3.3 (a):**

*“When the ABC decides to not convert the employee to ongoing employment, it will provide the employee with reasons in writing within 14 days of the date of its decision”.*

**Proposed Clause added as 14.3.3 (b):**

*“A specified task employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause”.*

**Proposed Clause added as 14.3.3 (c):**

*“The ABC will notify specified task employees of their right to request conversion under this clause in writing at the following times:*

1. *for a specified task employee whose first engagement is after the commencement of this Agreement, in their contract for the specified task employment; and*
2. *for a specified task employee who is already engaged on a specified task contract at the commencement of this Agreement, within two weeks of the commencement date.”*
3. **Fixed Term**

**Current Clause 14.4.4:**

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

**Proposed Clause added as 14.4.4 (a):**

*“When the ABC decides to not convert the employee to ongoing employment, it will provide the employee with reasons in writing within 14 days of the date of its decision”.*

**Proposed Clause added as 14.3.3 (b):**

*“A fixed term employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause”.*

**Proposed Clause added as 14.3.3 (c):**

*“The ABC will notify specified task employees of their right to request conversion under this clause in writing at the following times:*

1. *for a fixed term employee whose first engagement is after the commencement of this Agreement, in their contract for the fixed term employment; and*
2. *for a fixed term employee who is already engaged on a fixed term contract at the commencement of this Agreement, within two weeks of the commencement date.”*
3. **Run of Show**

**Proposed Clause added as xxxx:**

*“The ABC will notify Run of Show employees of their right to convert to ongoing employment and to potentially receive a severance payment under this clause in writing at the following times:*

1. *for a Run of Show employee whose first engagement is after the commencement of this Agreement, in their contract for the Run of Show employment; and*
2. *for a Run of Show employee who is already engaged on a Run of Show contract at the commencement of this Agreement – within two weeks of the commencement date of this Agreement; and*
3. *for all Run of Show employees – at the commencement of their fourth consecutive year of service.”*

**Redundancy**

CPSU members remain concerned that the ABC is not doing enough to actively retain the skills, knowledge and experience of ABC staff. The manner is which restructures are conducted is expensive and inefficient. The ABC has an obligation to avert and mitigate redundancy. The ABC also has an obligation to actively retrain and redeploy staff into new roles with reasonable adjustments.

**Proposed Clauses:** Clauses in the consent orders to be inserted into Part M of the Enterprise Agreement

**Proposed Clause: (Ask Katelin for a copy of her VR clauses from Fairfax)**

**Career Mobility**

1. **Job Planning**

Issue: “Job Plan” isn’t an identified term in the Enterprise Agreement yet it has a direct correlation to performance-based pay, career mobility etc.

**Proposed clause to be inserted at 23.3. “Job Plan. *The Job Plan will provide a clear description of the employee’s performance requirements and an agreed learning and development plan for the Performance Cycle. Job Plans will be developed by the manager with the participation of the employee and be set consistently with the ABC’s Work Level Standards and with regards to the ABC’s Workplace Health and Safety obligations.”***

1. **Recruitment**

**Issue:** The ABC is abusing the advertising exemptions to bring in their mates from the corporate sector, meaning eligible staff are missing out on career mobility opportunities. Good example to use in the discussion is ATSI.

**Proposed Clause at the end of 13.2.2: *“In the event that the ABC has determined it will not advertise a short-term or long term vacancy, the ABC will during the recruitment process, notify employees in writing that the vacancy is an identified position and the reason for the advertising exemption, to ensure that any staff who meet the new criteria are able to express an interest and/or apply for the vacancy.”***

1. **Pay Parity**

New Clause to be inserted under the Clause 10 Principles. Suggest that the following clause becomes 10.1.2 (b) and the current (b) and (c) become (c) and (d) respectively.

**Proposed Clause:** ***“Recognising the value of work performed by all employees, regardless of their geographical location or type of employment, through ensuring the equitable application of the ABC’s classification system.***