

ACM (Launceston, Burnie) & MEAA Enterprise Agreement

ACM Log of Claims and MEAA Response – 18 March 2021



ACM Claim	MEAA Response
Proposing a three year term.	Considering, subject to overall package
Not proposing to remove or reduce any entitlements enjoyed by employees currently covered by the Current Agreement.	Agreed, but new employees should not be disadvantaged– there should be one set of standards for all
Proposed Agreement is intended to cover employees of ACM Regional Media (Tasmania) Pty Ltd who are engaged in journalism in its literary, artistic and photographic branches and in the gathering of writing or preparing news matters or news commentaries primarily for The Examiner, The Advocate or as part of the editorial hub, and who fall within the classifications of the Proposed Agreement. It is proposed to exclude managerial employees, editors, editorial assistants, and all other exemptions set out in clauses 4.4 and 4.5 of the Award. This is consistent with the Current Agreement as it applies to Rural Press employees.	Considering, but any excluded positions need to be named, capped and no broader than current exemptions - currently the excluded positions are Editor and Deputy Editor.
Consistent with the Current Agreement, proposes to exclude the Award so that all employees are certain and clear about their entitlements and to assist in simple application of those entitlements.	Considering, but agreement needs to be comprehensive
Company proposes to leave things like training generally, authorship, code of ethics, process for taking personal leave and salary sacrificing that are dealt with by existing policies to those policies.	We do not support this claim
Proposing to include the model consultation and individual flexibility clauses. This represents best practice as endorsed by the Fair Work Commission. These are consistent with the clauses in the Current Agreement, although are simpler and easier to understand (which is our aim). We propose to include the template for example Individual Flexibility Arrangement in the Current Agreement.	Considering, but unclear what precise concerns are about current clauses
Proposing a simple dispute resolution for any disputes, where parties to the dispute can be represented at any stage of the process and if the dispute cannot be resolved at the workplace level, it may be referred to the Fair Work Commission.	Require clarification – is ACM's claim to replace current clause with Fair Work Act model clause?
Proposing to simplify cadet arrangements and training.	Further information and specific proposed changes required
Proposing no pay increase for the first year of the Proposed Agreement. Still considering in detail the position for subsequent years of the Proposed Agreement.	Fair pay increase from 1 July 2020 and on each 1 July during life of Agreement
Proposing to remove references to parental leave in the Proposed Agreement as the business policy is much more beneficial to employees.	Beneficial parental leave provisions should be included in Agreement
Proposing to align the annual leave provisions more with the Award and Fair Work Act including retaining the ability for employees to request to cash out accrued annual leave and the ability to take annual leave in advance of it being accrued, and amending the ability to direct employees to take annual leave with four weeks' notice and during close-downs. These proposed changes will not reduce the amount of annual leave an employee is entitled to accrue.	Require further information
Proposing to retain or "grandfather" current notice and redundancy provisions for current staff so that there is no reduction to entitlements currently enjoyed by those employees. For new employees employed after the commencement of the new Proposed Agreement, proposing to introduce notice and redundancy provisions consistent with the Award and <i>Fair Work Act 2009</i> (Cth).	We do not support this claim

MEAA Claim	ACM Response
Fair pay increases (from 1 July 2020)	
No reduction of conditions for any employee (current or prospective)	
Issue of copyright payments be resolved and provided for in the Agreement.	