



Initial company log of claims – Proposed *The Examiner and The Advocate Editorial Enterprise Agreement*

In this log of claims:

Current Agreement means *Fairfax Tasmania Editorial Enterprise Agreement 2018*

Proposed Agreement means *The Examiner and The Advocate Editorial Enterprise Agreement*

Award means *Journalists Published Media Award 2020*

1. We are proposing a three year agreement.
2. We are not proposing to remove or reduce any entitlements enjoyed by employees currently covered by the Current Agreement.
3. The 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, deputy editor, 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.
4. Consistent with the Current Agreement, we propose to expressly exclude the Award so that all employees are certain and clear about their entitlements and to assist in simple application of those entitlements.
5. We propose 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. Of course, these are not benefits, obligations or expectations that we are resiling from which will continue through current policies and procedures. We will continue to include access to paid union training leave and union meetings for these employees as per the Current Agreement.
6. We propose to include the model consultation and individual flexibility clauses. This represents best practice as endorsed by the Fair Work Commission. These are generally 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 or example Individual Flexibility Arrangement in the Current Agreement.
7. We are 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.

8. We propose to simplify cadet arrangements and training.
9. Given the current position of the business overall, the uncertainties of COVID-19 and the reduction in hours worked across the business over the past year, we are not proposing any pay increase for the first year of the Proposed Agreement. We are still considering in detail the position for subsequent years of the Proposed Agreement.
10. We are proposing to remove references to parental leave in the Proposed Agreement as the business policy is much more beneficial to employees.
11. We are proposing to align the annual leave provisions more with the Award and Fair Work Act including by introducing the ability for employees to request to cash out accrued annual leave, 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.
12. We are 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, we propose to introduce notice and redundancy provisions consistent with the Award and *Fair Work Act 2009* (Cth).