

Stig Bell
14 Herbert Street
Artarmon NSW
2064



By Email: stig.bell@sbs.com.au

05/09/2019

Dear Stig,

Re: Log of Claims

The Media, Entertainment and Arts Alliance (**MEAA**) is the bargaining representative for its members employed by Special Broadcasting Services (**SBS**) in relation to the proposed SBS Enterprise Agreement 2016.

The purpose of this letter is to provide SBS with a log of claims on behalf of MEAA members.

In initiating bargaining, we note that the *Fair Work Act 2009* (**Act**) provides a number of rights and obligations in relation to bargaining, including:

- Employees have a right to join the MEAA, to meaningful union representation and to participate collectively in workplace issues; and
- The Employer has an obligation to bargain in good faith with the MEAA towards the making of a collective enterprise agreement for the business.

The MEAA expects to work with SBS to quickly conclude a collective enterprise agreement that gives a fair deal to employees and provides certainty to the company.

First meeting

We note that bargaining meeting have now commenced.

Please contact Arun Devasia at arun.devasia@meaa.org or on 0433 889 584 with any questions or to discuss any of the above.

Yours faithfully,

Paul Murphy
CEO
Media, Entertainment & Arts Alliance



Special Broadcasting Services Corporation T/A SBS Corporation | Log of Claims

5 September 2019

SBS Enterprise Agreement 2019:

Current Clause	Claim	Details
SBS Enterprise Agreement 2016	<u>Title of Agreement:</u> "SBS Enterprise Agreement 2019" - with subheading.	Agreement of Special Broadcasting Services Corporation (SBS) and Media, Entertainment & Arts Alliance (MEAA) and The Community & Public Sector Union (CPSU)
Subject to clause 1.3.2, this Agreement covers: (a) SBS; (b) Employee representatives; (c) The Employees, In respect of all work undertaken by Employees engaged in classifications contained in Bands 1 to 8 of this Agreement	<u>Agreement Coverage</u>	Subject to clause 1.3.2, this Agreement covers: (a) SBS; (b) the Media Entertainment & Arts Alliance (MEAA) (c) the Community and Public Sector Union (CPSU) (d) the Employees, In respect of all work undertaken by Employees engaged in classifications contained in Bands 1 to 8 of this Agreement
	<u>Agreement Term</u>	Three year agreement with a nominal expiry date of 6 December 2022.
10.5.1 SBS salaries will be increased as follows: (a) By 2% from the first full pay period commencing on or after the Date of Operation of this Agreement.; (b) By 2% from the first full pay period commencing on or after 1 year after the Operation Date; and (c) By 2% from the first full pay period commencing on or after 2 years after the Operation Date, subject to the provisions of clause 1B Performance Management Framework of Schedule B	<u>Pay</u>	A fair pay rise that considers cost of living increases, productivity gains and the aim of making the employer an employer of choice to attract and retain staff. ● 3.5% on December 6, 2019; ● 3.5% on December 6, 2020; ● 3.5% on December 6, 2021
Section 12 & 13 of the SBS Agreement 2016	<u>Allowances</u>	Existing allowances to increase by CPI. A Language allowance of \$1865 per annum will be paid to employees engaged in the Broadcaster, Journalist or Broadcaster/Journalist classifications whose duties require:



		<p>(a) the use of a language other than English, and</p> <p>(b) who have successfully completed a language proficiency test as determined by SBS.</p>
	<u>No cuts</u>	No loss of or grandfathering of existing conditions
Part 8	<u>Consultation</u>	<p>Consultation provision to define the meaning of 'genuine consultation' and apply in cases where SBS is giving early consideration to major or other changes likely to affect employees, including redundancy. Consultation process to involve the unions party to this agreement.</p> <p>The MEAA proposes the inclusion of 'good faith' in relation to the consultation process.</p> <p>While consultation is occurring, the parties will abide by the status quo that existed immediately before the subject matter arose.</p> <p>In the amendment to this clause:</p> <p>'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and to refrain from unfair conduct that undermines consultation.</p>
	<u>Representation and Communication with employees</u>	<p>MEAA proposes that an authorized Union Representative is entitled to enter at all reasonable times upon the premises, with notice, provided the representative does not interfere unreasonably with the employer's business, for the following purposes:</p> <ul style="list-style-type: none"> a) Involvement under the disputes procedure of this agreement: and b) Distributing written information to union delegates c) Participation in the induction of new employees <p>These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions.</p>
	<u>Member meetings and Facilities</u>	MEAA proposes that members to be given paid time to participate in union meeting during the bargaining period with facilities provided by SBS.
	<u>Delegates</u>	Delegates to be given paid time to undertake delegate responsibilities



	<u>Trade Union Training Leave</u>	Paid Trade Union Training Leave to be provided to accredited union delegates
Part 4, Clause 9	<u>Parental Leave</u>	Parental leave definition to be non-discriminatory
	<u>Family & Domestic Violence Leave</u>	<p>Recognising the disruption that family violence has on the lives – including the working lives – of its victims and the community;</p> <p>access to additional 20 days paid leave (non-cumulative) for employees trying to escape family violence situations; and guaranteed access to information and appropriate support services for such employees.</p>
	<u>Gender reporting</u>	<p>Annual reporting of the number of women employed by the company.</p> <p>Reporting to be on a role and grading basis; on grading review outcomes; and on average salary differences between male and female employees.</p>
	<u>Superannuation - unpaid Parental Leave</u>	Superannuation paid on all periods of paid and unpaid parental leave.
	<u>Unpaid parental Leave to count as service</u>	Periods of unpaid parental leave under the National Employment Standards and paid parental leave under the Paid Parental Leave Act 2010 will count towards continuous service where redundancy payment is calculated.
Media Only	<u>Post Parental Leave Grading review</u>	Grading review no later than six months after returning from parental leave.
	<u>Sexual Harassment</u>	<p>MEAA proposes the inclusion of of sexual harassment procedures to the SBS Agreement.</p> <p>See below for our draft wording to this clause.</p>
	<u>WHS Consultation</u>	<p>Establishing agreed WHS consultation structures including:</p> <ul style="list-style-type: none"> (a) Agreement on designated work groups, (b) establishment and election of HSRs, (c) the creation of WHS Committees. (d) the provision of paid time to attend to duties as an HSR and to attend relevant training. <p>Measures to deal with fatigue, workplace</p>



		stress, bullying, harassment and other causes of psychological injury.
	<u>Renegotiation of the agreement</u>	Employer to commence renegotiation of the agreement six months prior to the expiration of the agreement.
	<u>No further claims</u>	The employer and the union agree to make no further claims in respect to changed conditions or work arrangements for the term of the agreement.
	<u>Casual conversion</u>	MEAA requests a provision that allows staff engaged as casual employees the right to be converted to ongoing employment. This provision to also include the responsibility of SBS to notify a casual employee when they are eligible for employment conversion.
	<u>Contract conversion</u>	Right for fixed term task employees to request conversion to ongoing employment after two consecutive contracts.
Schedule A, C & D	<u>Bands/Classification</u>	Complete and total parity in the Band, Level and Classifications of Journalists, Broadcasters & Broadcaster/Journalists. The parity between the different types of classification at SBS will include movement beyond Band 5 to the ceiling of Schedule A as pertains to 'Journalists', 'Broadcasters' and 'Broadcast/Journalists' Expenses listed under Schedule C to be included for Broadcasters and Broadcaster/Journalists Job descriptions and responsibilities to provide greater clarity in relation to Bands.
Section 23.1.2 The salary loading will be payable during annual leave but will not be payable during any other type of paid leave	<u>Buy-Out Provisions</u>	Salary loading to include any type of paid leave as agreed between SBS and the Employee
	<u>Recruitment</u>	Greater clarity on recruitment processes i.e. Advertising, selection for Short Term and Long Term vacancies, Internal and External vacancies