



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Seven Network (Operations) Limited T/A Seven
(AG2016/7914)

SEVEN NETWORK (OPERATIONS) LIMITED AGREEMENT 2016

Broadcasting and recorded entertainment industry

COMMISSIONER ROE

MELBOURNE, 10 FEBRUARY 2017

Application for approval of the Seven Network (Operations) Limited Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Seven Network (Operations) Limited Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Seven Network (Operations) Limited T/A Seven. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The CPSU, the Community and Public Sector Union and the Media, Entertainment and Arts Alliance being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 10 February 2017 and, in accordance with s.54, will operate from 17 February 2017. The nominal expiry date of the Agreement is 31 December 2017.



COMMISSIONER

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Annexure A



7 February 2017

Fair Work Commission
Level 10, Terrace Tower, 80 William Street
East Sydney NSW 2011

To whom it may concern

AG2016/7914 – Application for Approval of the Seven Network (Operations) Limited Agreement 2016

We write in relation to correspondence with the Fair Work Commission on 30 January and 7 February 2017.

As foreshadowed in that correspondence, Seven Network (Operations) Limited proposes to give the following undertaking:

Seven Network (Operations) Limited undertakes under section 190 of the *Fair Work Act 2009* (Cth) that while the Seven Network (Operations) Limited Agreement 2016 (**Agreement**) operates:

1. In relation to Clause 50.2 of the Agreement, it will not cash out long service leave, unless provided for in the applicable State legislation applying to the employee;
2. An employee will not receive a payment in lieu of notice that is less than the amount required under the National Employment Standards;
3. It will not employ 38 Hour Day Workers under the classifications Level 2 and Level 5 in the journalist stream on a casual basis;
4. It will pay casual 38 Hour Day Workers engaged under the classifications Level 1 to Level 6 in the operations stream a minimum hourly rate of pay (including casual loading) no less than the minimum hourly rate of pay (including casual loading) which they would have received under the relevant Broadcasting and Recorded Entertainment Award (**Award**) classification, had the Award applied to their employment; and
5. It will pay casual 38 Hour Workers engaged under the classification Level 5 in the journalist stream a minimum hourly rate of pay (including casual loading) no less than the minimum hourly rate of pay (including casual loading) which they would have received under the relevant Award classification, had the Award applied to their employment.

We have consulted with the Media Entertainment and Arts Alliance and the Community and Public Sector Union who have confirmed that they have no objections to the undertakings provided.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Danny Klepac', written over a horizontal line.

Danny Klepac
General Manager - Workforce Transformation

CC: Katelin McInemey, Media Entertainment and Arts Alliance
Jono Walters, Community and Public Sector Union

Seven Network (Operations) Limited, ABN 65 052 845 262
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T +61 2 8777 7474 F +61 2 8572 9121

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

SEVEN NETWORK (OPERATIONS) LIMITED AGREEMENT 2016

PART ONE – APPLICATION AND OPERATION

1. TITLE

This Agreement will be known as the *Seven Network (Operations) Limited Agreement 2016*.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. DEFINITIONS

3.1 Unless the context otherwise requires, the following terms will be read in this Agreement as having their correlating meaning:

- (a) **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (b) **Agreement** means the *Seven Network (Operations) Limited Agreement 2016*.
- (c) **Bank** or **Banked** means storing an entitlement which is credited to an Employee but is taken at a time later than the time at which it falls due.
- (d) **Base Rate of Pay** means the annual rate of pay set out in Schedule B of the Agreement which applies to the relevant Employee as classified within Schedule A of the Agreement, provided that where an Employee employed prior to the Commencement Date is paid a Base Rate of Pay (not including Margin) under the 2013 Agreement that is higher than that set out in Schedule B of this Agreement, they will continue to be paid that Base Rate of Pay and their shift penalties under clause 23 will be paid on that Base Rate of Pay.
- (e) **Award** means the *Broadcasting and Recorded Entertainment Award 2010*.
- (f) **Clear Day** means:
 - (i) 30 hours where the last shift before an Employee is to take a clear day off ended at or after 7:00 pm;
 - (ii) 36 hours, where the last shift before an Employee is to take a clear day off ended before 7:00 pm; and
 - (iii) where an Employee is to take two or more consecutive days off, 24 hours for the second and subsequent days.
- (g) **Company** means Seven Network (Operations) Limited.
- (h) **Commencement Date** means the day seven days after the approval of this Agreement by the Fair Work Commission.
- (i) **Employee** and **Employees** means a person or persons covered by this Agreement engaged by the Company in a classification set out in Schedule A of this Agreement.
- (j) **Fair Work Commission** means the Fair Work Commission or its successor in name.
- (k) **Immediate Family** is defined in the NES.
- (l) **In-House Production** means any television program (excluding news and current affairs) or product produced or co-produced by the Company.
- (m) **Journalists stream** means the Journalists stream set out in Schedule A.
- (n) **Letter of Engagement** means a document in writing provided by the Company to an Employee upon the commencement of their employment.

- (o) **Long Running Drama** is a drama production which employs staff for a period exceeding thirty (30) continuous weeks in a 12 month period which is in at least its third year of production.
- (p) **Margin** means any amount paid to an Employee in excess of the applicable Base Rate of Pay and:
 - (i) includes any grandfathered allowance provided for under clause 24.2, 24.3 and 47.10; but
 - (ii) does not include any other allowance or shift penalty payable in accordance with this Agreement.
- (q) **Maximum-Term Employee** means an Employee who is engaged for a maximum term of employment which may be terminated on notice or summarily prior to an expiry date.
- (r) **NES** means the National Employment Standards.
- (s) **Night Shift Worker** means a Full-Time Employee or Part-Time Employee who, on any given shift, works at least two Ordinary Hours between the hours of midnight and 6:00 am.
- (t) **Non Rotating Shift** is where an Employee performs the work of a Night Shift Worker for all shifts during a minimum of forty (40) weeks in any period of twelve (12) months.
- (u) **Operations stream** means the Operations stream set out in Schedule A.
- (v) **Ordinary Hours** and **Ordinary Hour** means one or more of the hours of work defined in subclause 29.1.
- (w) **Ordinary Time Rate of Pay** means the rate of pay for each Ordinary Hour or all Ordinary Hours for which an Employee performs work and will be made up of Base Rate of Pay, loadings payable to 38 hour Workers, 38 hour Shift Workers and 45 hour Shift Workers pursuant to subclause 23.6(a), 23.2 or 23.3 and Margin (if applicable).
- (x) **Partial Exemption** means the exemption described in subclause 22.5 in respect of certain employees.
- (y) **Public Holiday** means:
 - (i) for 38 hour Shift Workers, 45 hour Shift Workers and Employees classified in the Journalists stream, Christmas Day and Good Friday as gazetted in each State or Territory; and
 - (ii) for other Employees, the following days:
 - (A) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;
 - (B) the following days, as prescribed in the relevant States, Territories or localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hour Day, May Day or Labour Day; and

- (C) in the Australian Capital Territory, Canberra Day;
in New South Wales, the first week day immediately following the days to be observed as public holidays for Christmas Day and Boxing Day under this subclause;
in Victoria, Melbourne Cup Day or any additional gazetted public holiday not specifically mentioned in this clause;
in South Australia, Adelaide Cup Day;
in Western Australia, Foundation Day;
in the Northern Territory, Picnic Day;
in Queensland, Show Day;
in southern Tasmania, Regatta Day;
in northern Tasmania, Recreation Day.
- (z) **Reference Remuneration** means an Employee's annual Ordinary Time Rate of Pay excluding any loadings payable to the Employee (because they are a 38 hour Worker, 38 hour Shift Worker or 45 hour Shift Worker) pursuant to subclause 23.6(a), 23.2 or 23.3 plus superannuation guarantee contributions. For the purposes of clause 26 Payment of Salary the Reference remuneration will be \$100,000.
- (aa) **Related Body Corporate** has the meaning given to it by the *Corporations Act 2001* (Cth).
- (bb) **Roster and Rostered** means the times of work scheduled by the Company which identify the start and finish times of Ordinary Hours to be worked by each Employee named in the Roster. In addition, for 45 hour Shift Workers, the Roster will identify the manner and method in which prepaid overtime is required to be worked on each day of the Roster.
- (cc) **Roster Cycle** means a consecutive day period in which work is Rostered, as predetermined by the Roster, provided that the Roster Cycle:
 - (i) will generally be a twenty-eight (28) consecutive day period ('28 Day Roster Cycle');
 - (ii) may be longer than 28 days by agreement with the majority of Employees in a section or unit ('Longer Roster Cycle'); or
 - (iii) may be shorter than 28 days at the Company's discretion ('Shorter Roster Cycle').
- (dd) **Roster Period** means a seven (7) consecutive day period set out within a Roster Cycle.
- (ee) **Run of Show Employee** is an employee engaged as such , by a Letter of Engagement on a fixed term or seasonal basis.
- (ff) **Salaried Employee** means any Employee whose Reference Remuneration is \$100,000 or above and who has agreed with the Company to be a Salaried Employee for the purposes of this Agreement, provided that an Employee employed on Home & Away or A Place to Call Home cannot be a Salaried Employee for the purposes of this Agreement.
- (gg) **Shift Worker** means a 38 hour Worker, 38 hour Shift Worker, a 45 hour Shift Worker or a Night Shift Worker.

- (hh) **Short Term Overseas News Assignment** means an assignment where an Employee is required to work overseas on a single or group of assignments that run for less than four consecutive weeks from the Employee's arrival at the location of the assignment.
- (ii) **Special Sporting Event** means a major sporting event that runs for five (5) consecutive days or longer. This does not cover normal production shooting schedules but will include setting up and dismantling equipment, where applicable.
- (jj) **38 hour Day Worker** means a Full Time Employee, Part Time Employee or Casual Employee who is Rostered or required to work as such pursuant to subclause 29.2(b)
- (kk) **38 hour Shift Worker** means a Casual, Full Time or Part Time Employee who is Rostered or required to work as such pursuant to subclause 29.2(c).
- (ll) **38 hour Worker** means a Casual, Full Time or Part Time Employee who is classified as such pursuant to subclause 29.2(a) and whose employment with the Company commenced after the Commencement Date, provided that an Employee employed on Home & Away or A Place to Call Home will not be classified as a 38 hour Worker.
- (mm) **45 hour Shift Worker** means a Full Time Employee who is Rostered or required to work as such pursuant to subclause 29.2(d).
- (nn) **2013 Agreement** means the Seven Network (Operations) Limited Agreement 2013.

4. PARTIES BOUND

4.1 General

Subject to the provisions of subclauses 4.2, this Agreement covers:

- (a) the Company;
- (b) all Employees, in respect of all work done by Employees of the Company who, for the major and substantive part of their working time, perform work within the classifications set out in Schedule A;
- (c) the Media Entertainment and Arts Alliance (MEAA) and the Community and Public Sector Union (CPSU) (subject to the Fair Work Commission noting the agreement covers the MEAA and the CPSU under section 201 of the Act).

4.2 Full Exemptions

This Agreement does not cover:

- (a) actors;
- (b) clerical and administrative staff;
- (c) executives;
- (d) series producers;

- (e) production managers;
- (f) professionally qualified legal and accounting staff;
- (g) sales and revenue staff; and
- (h) employees who are engaged in presenting roles earning more than the Reference Remuneration for a Salaried employee.

4.3 Off Time Book

An Employee whose Ordinary Time Rate of Pay exceeds the applicable Off-time Book rate set out in Table 1 of Schedule C shall be exempted from the application of the following provisions of this Agreement:

- Night Shift Worker Loadings (subclause 23.4);
- Non Rotating Shift Loading for Night Shift Worker (subclause 23.5);
- Loadings and Penalties for 38 hour Workers (subclause 23.6)
- On Call Loading (subclause 23.7);
- Overtime (clause 45);
- Hours of Work (clause 29); and
- Rosters and Work Scheduling (clauses 30 to 42).

Provided that each Employee shall be advised of their Roster, shall continue to be subject to the provisions of clauses 38, 39 and 40 and shall be given at least the Clear Days off in accordance with the provisions of clause 36. The provisions of clause 45 shall apply to an Employee who is not given Clear Days off in accordance with the provisions of clause 36. For the avoidance of doubt, the off time book arrangement referred to in subclause 25.14 operates in addition to this provision.

4.4 Salaried Employment

- (a) All Salaried Employees are exempted from the application of the following provisions of this Agreement:
 - (i) Off Time Book (clause 4.3);
 - (ii) 38 hour Shift Worker loading (Clause 23.2)
 - (iii) 45 hour Shift Worker loading (Clause 23.3)
 - (iv) Night Shift Worker Loadings (subclause 23.4);
 - (v) Non Rotating Shift Loading for Night Shift Worker (subclause 23.5);
 - (vi) Loadings and Penalties for 38 hour Workers (subclause 23.6);
 - (vii) On Call Loading (subclause 23.7);
 - (viii) Overtime (clause 45);

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- (ix) Paid Meal Breaks (subclause 31.3 and 31.4);
- (x) Hours of Work (clause 29);
- (xi) Rosters and Work Scheduling (clauses 30 to 42); and
- (xii) Salary Increases (clause 22.3),

provided that clause 41, Reasonable Workloads will continue to apply to Salaried Employees.

- (b) Time off in Lieu (TOIL) will generally not apply to Salaried Employees provided that in exceptional circumstances TOIL may accrue subject to the following conditions:
 - (i) TOIL may only apply in respect of excessive additional hours worked at the request of and approved in advance by the Employee's manager;
 - (ii) the Employee must make any request to take the TOIL within the applicable pay period to which it applies;
 - (iii) the Manager must approve the request to take the TOIL within the applicable pay period; and
 - (iv) TOIL must be taken within four weeks of approval by the Manager, otherwise it will lapse without compensation.
- (c) Salaried Employees (other than those engaged on a fixed term or maximum term basis) will participate in an annual remuneration review in which their Reference Remuneration may but will not necessarily increase. For the avoidance of doubt, any increases an Employee's Base Rate of Pay in Schedule B of this Agreement will be absorbed into any Margin above the Employee's Base Rate of Pay. Other than where an increase in the applicable Schedule B Base Rate of Pay results in a remuneration higher than the Reference Remuneration, remuneration increases made in favour of a Salaried Employee will only be made by the Company at its discretion.
- (d) For the avoidance of doubt, an Employee is a Salaried Employee only if the Employee has agreed with the Company after the Commencement Date to be a Salaried Employee for the purposes of this Agreement. An Employee employed on Home & Away or A Place to Call Home cannot be a Salaried Employee for the purposes of this Agreement.
- (e) A Salaried Employee may elect to cease being a Salaried Employee within 12 months of commencement as a Salaried Employee. In such instance the Employee must provide the Company with fourteen days' notice of their election, and the election will take effect in the next full pay period after the expiry of that notice. The Company will in such cases adjust the Employee's remuneration to provide for an equivalent 38 or 45 hour rate of pay under the classification in clause 3(jj) through to clause 3(mm) which applied to the Employee prior to their becoming a Salaried Employee (or if there was no previous classification, as determined by the Company) having regard to the value of overtime and shift hours otherwise included in the Reference Remuneration.

- (f) On request by an Employee, the Company will provide the Employee with a breakdown comparing salaried remuneration to non-salaried remuneration over the preceding twelve month period (or shorter period if the salaried employment arrangement has not been in place for twelve months). An Employee may make such request not less than six months since the last time such a request was made.

5. RELATIONSHIP TO AWARDS AND OTHER INDUSTRIAL INSTRUMENTS

This Agreement rescinds and replaces all other collective agreements between the parties, whether registered or certified or not, including the *Seven Network (Operations) Limited Agreement 2013*, and will operate in the place of and to the exclusion of any other collective industrial instrument (including the Award and any other Notional Agreement Preserving a State Award or other federal award as amended, replaced or superseded from time to time) that might otherwise apply to the employment of Employees.

6. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 6.1 This Agreement will operate from the Commencement Date and the nominal expiry date of this Agreement is 31 December 2017.

PART TWO – FLEXIBILITY, CONSULTATION AND RESOLUTION OF DISPUTES

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading;
- (b) the arrangement is genuinely agreed to by the Company and Employee.

- 7.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
- (d) include the terms of the Agreement which will be varied by the individual flexibility arrangement; and
- (e) set out how the arrangement will vary the effect of the terms of the Agreement.

- 7.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) is signed by the Company and Employee and, if the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee.
- 7.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Company or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Company and Employee agree in writing - at any time.

8. CONSULTATION

- 8.1 The Company agrees to notify Employees of, and consult with them about, any major workplace changes that may substantially affect Employees in their workplace prior to implementing them.
- 8.2 The Company will consult with Employees about a change to their regular roster or ordinary hours of work. The Company will:
- (a) provide information to affected Employees about the change; and
 - (b) invite affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the Employees about the impact of the change.
- 8.3 Employees may elect to be represented in the consultation process under this clause by a representative, including officers of the MEAA or CPSU.

9. DISPUTE RESOLUTION PROCEDURE

- 9.1 In the event of a dispute arising in the workplace in relation to the application of this Agreement or the NES (other than a dispute about subsection 65(5) or 76(4) of the Act), the procedure to be followed to resolve the matter will be as follows:
- 9.2 The Employee(s) concerned will first meet and confer with their immediate manager or supervisor.
- 9.3 If the matter is not resolved at such a meeting, the parties will arrange further discussions involving a more senior manager, as appropriate.
- 9.4 If the matter remains unresolved, it may be referred to Human Resources.
- 9.5 The Employee(s) concerned may elect to be represented by a nominated representative, including an officer or officers of the MEAA or the CPSU at any stage of this dispute resolution procedure.

9.6 If the matter continues to be unresolved, the parties may refer the matter to the Fair Work Commission for conciliation.

9.7 Arbitration

- (a) If the matter remains unresolved after conciliation by the Fair Work Commission is exhausted, then the Fair Work Commission may arbitrate the dispute, but only within the limits of paragraph 9.7(b) and in accordance with this subclause 9.7.
- (b) The Fair Work Commission will only arbitrate a dispute arising from this Agreement between the parties if the parties have exhausted all prior steps set out in this clause 9.
- (c) If the Fair Work Commission exercises its arbitration powers under this subclause, the parties are entitled to be legally represented at all stages of the proceeding.
- (d) The outcome of any arbitration by the Fair Work Commission must be in writing and accompanied by written reasons unless it is agreed between the parties that reasons are not required.
- (e) Any decision or direction the Fair Work Commission makes in relation to the dispute shall be in writing and, subject to any appeal under subclause 9.7(f) or any variation or revocation of any direction, the parties agree to comply with any decision or direction of the Fair Work Commission, be it final or procedural.
- (f) An appeal against a decision of a single member of the Fair Work Commission may be heard and determined (including an application for a stay of the decision) as if section 604 of the Act applied to the decision.

9.8 An Employee who is a party to a dispute must, while the dispute is being resolved:

- (a) continue to work in accordance with his/her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his/her health or safety; and
- (b) comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.

9.9 In directing an Employee to perform other available work, the Company must have regard to:

- (a) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with work health and safety that apply to that employee or that other work; and
- (b) whether that work is appropriate for the Employee to perform.

10. NATIONAL CONSULTATIVE COMMITTEE

10.1 The Company has a National Consultative Committee (NCC) .

10.2 The Company recognises that Employees are free to choose whether or not to join a union.

10.3 The NCC will be chaired by GM HR Manager Television or their nominee.

- 10.4 The NCC will be comprised of:
- (a) representatives from the Company (**Management Representatives**);
 - (b) two Employee representatives (union delegates) each from the CPSU and MEAA, whose ongoing attendance will be supported and facilitated by the Company, subject to work requirements not being disrupted (**Employee Representatives**); and
 - (c) no less than one member of staff from each of the Unions (CPSU and the MEAA, (**Union Representatives**)).
- 10.5 The NCC will meet on no less than 4 occasions per year during the nominal term of this Agreement on dates agreed between the Company, Employee and Union Representatives, if requested by the Company or Employee and Union Representatives.
- 10.6 The purpose of the NCC is to:
- (a) consider information about collective employment issues pertaining to the implementation of this Agreement; and
 - (b) discuss issues identified by either Employee, Union or Management Representatives and discuss proposals for changes to the Agreement for staff to consider in the negotiations for any new agreement.
- 10.7 For the avoidance of doubt these matters will include all of the matters currently regulated by enterprise bargaining.

PART THREE – EMPLOYMENT RELATIONSHIP, CLASSIFICATIONS, TERMINATION AND REDUNDANCY

11. EMPLOYMENT STATUS

- 11.1 Employees will be categorised as Full-Time Employees, Part-Time Employees, Casual Employees, Run of Show Employees, Maximum-Term Employees, or Fixed-Term Employees.
- 11.2 An Employee's Letter of Engagement will specify the category of employment in which they are employed.

12. FULL-TIME EMPLOYEES

- 12.1 A Full-Time Employee is an Employee on a continuous or on-going hire, engaged as such under a Letter of Engagement. A Full-Time Employee who is designated as a 38 hour Worker, 38 hour Day Worker, 38 hour Shift Worker or a 45 hour Shift Worker will have such designation specified in their Letter of Engagement.
- 12.2 Full-Time Employees will be Rostered or required to work 152 Ordinary Hours in a 28 Day Roster Cycle, other than 45 hour Shift Workers who will be Rostered to work 180 hours in a 28 Day Roster Cycle.
- 12.3 Full-Time Employees Rostered to work a Shorter Roster Cycle or a Longer Roster Cycle will be Rostered or required to work Ordinary Hours calculated on the following basis:

- (a) (Number of Roster Periods in the Roster Cycle) x 38 (for 38 hour Workers, 38 hour Day Workers and 38 hour Shift Workers); or
- (b) (Number of Roster Periods in the Roster Cycle) x 45 (for 45 hour Shift Workers).

13. PART-TIME EMPLOYEES

13.1 A Part-Time Employee is an Employee on continuous or on-going hire, engaged as such under a Letter of Engagement.

13.2 Part-Time Employees will be employed for no less than 8 Ordinary Hours and no more than 32 Ordinary Hours each Roster Period. Part-Time Employees may work additional hours up to 38 hours per Roster Period, by agreement, at the applicable Ordinary Time Rate of Pay. Time worked in excess of 38 hours will be paid at overtime rates unless compensated for as time off in lieu in accordance with subclause 45.5.

13.3 Part-Time Employees will:

- (a) be paid the appropriate pro-rata amount of the Base Rate of Pay relevant to their classification;
- (b) be given a Letter of Engagement by the Company at the commencement of employment confirming their status as a regular Part-Time Employee and their predicted hours of work. Any changes to the Employee's number of Ordinary Hours will be subject to mutual agreement between the Employee and the relevant Company manager;
- (c) receive pro-rata annual leave, long service leave, personal/carer's leave and additional leave entitlements set out in clauses 46 to 51; and
- (d) be entitled to redundancy pay under the conditions provided in clause 21, based on the Employee's Ordinary Time Rate of Pay and agreed hours (as set out in their Letter of Engagement).

14. RUN OF SHOW EMPLOYEES

14.1 A Run of Show Employee will be engaged as such, by Letter of Engagement, on a fixed term or seasonal basis.

14.2 The Letter of Engagement provided to a Run of Show Employee will contain a detailed breakdown of the components constituting his or her rate of pay in the negotiation of an *'all inclusive'* rate.

14.3 Run of Show Employees will:

- (a) be given a Letter of Engagement at the commencement of their employment that details the expected start date and finish date of their employment;
- (b) be paid a negotiated rate of pay, which, on a pro-rata basis, will not be less than the relevant classification rate detailed in Schedule B of this Agreement and which will be paid on an *'all inclusive'* basis, in lieu of all types of leave or any other entitlement under this Agreement or any industrial award or agreement, except personal/carer's leave and annual leave;

- (c) be required to work such hours as the needs of the business dictate during their employment term;
- (d) receive personal/carer's leave in accordance with the Act; and
- (e) be subject to termination of employment:
 - (i) at their stated finish date, (in which case, clause 20 will not apply); or
 - (ii) at any time on the basis of either performance or misconduct (in which case, clause 20 will apply).

No redundancy payment, whether under clause 21 or otherwise, will apply in any circumstances where the employment of a Run of Show Employee is terminated.

14.4 Run of Show Employees will be entitled to annual leave on the following basis:

- (a) Run of Show Employees will be entitled to accrue annual leave in accordance with the Act;
- (b) for operational reasons, Run of Show Employees will be required to take annual leave at the Company's direction and generally during production breaks;
- (c) at the end of the term of the engagement, a Run of Show Employee will be paid out any accrued but untaken annual leave.

14.5 If the Company decides to terminate the employment of a Run of Show Employee prior to the expiry of their fixed term contract because it no longer requires the job that that Employee is doing to be done, the Company may, at its absolute discretion, redeploy that Employee to a similar role on another production or pay to that Employee an amount equal to the value of the balance of their fixed term contract. In the event that an Employee refuses redeployment under this subclause, the Company will not be required to pay out the balance of the fixed term contract.

14.6 If a Run of Show Employee is not employed on a Long Running Drama and is paid a Margin as part of their 'all inclusive' fee, any increase in the Base Rate of Pay under subclause 22.3 of this Agreement will be absorbed into their Margin. A Run of Show Employee on a Long Running Drama is a Run of Show Employee engaged for more than thirty (30) continuous weeks in a twelve month period on a drama which is in at least its third year of production.

14.7 For the avoidance of doubt, the Partial Exemption in subclause 22.5 applies to all Run of Show Employees.

14.8 Run of Show Leave of Absence

- (a) In this subclause, Eligible Run of Show Employee means a Run of Show Employee on a Long Running Drama (as defined in subclause 14.6) who:
 - (i) is engaged under a Letter of Engagement for the current production year ('Current Period of Engagement'); and
 - (ii) who, immediately prior to the Current Period of Engagement, was engaged on a Run of Show contract for at least three full consecutive production years on a Long Running Drama.

- (b) The Company may, in its discretion, allow an Eligible Run of Show Employee to take a single, unbroken period of leave of absence in respect of the Eligible Run of Show Employee giving birth to a child (ROS Leave of Absence). The earliest date the ROS Leave of Absence may commence is six weeks before the scheduled birth of the child.
- (c) The maximum total period of the ROS Leave of Absence is the balance of the Current Period of Engagement.
- (d) If the total period of ROS Leave of Absence is given and taken before the expiry of the Current Period of Engagement, the Eligible Run of Show Employee may approach the Company and request a return to the Long Running Drama on which they were working immediately prior to the period of ROS Leave of Absence.
- (e) If the ROS Leave of Absence ceases as a result of the expiry of the Current Period of Engagement, the Eligible Run of Show Employee may approach the Company and request a new engagement for the production year subsequent to the Current Period of Engagement on the Long Running Drama on which they were engaged for the Current Period of Engagement.
- (f) Any request in accordance with 14.8(d) or 14.8(e) above must be made no less than eight (8) weeks prior to the requested date of return.
- (g) In considering whether to exercise its discretion and agree to a request made by a Eligible Run of Show Employee in accordance with subclause 14.8(f), the Company will take into consideration:
 - (i) the operational and other business needs of the relevant Long Running Drama;
 - (ii) whether there is a position available at the classification level to which the Employee wishes to return; and
 - (iii) whether the Employee has the necessary skill and experience to perform the position to which the Employee wishes to return.

Where there is a position available on the relevant Long Running Drama, and there are multiple applicants for that position (with comparable skill and experience), the Company will give preference to an Eligible Run of Show Employee who has made a request in accordance with subclause 14.8(f).

- (h) A period of ROS Leave of Absence will not count as service for any purpose including, without limitation, for the purpose of the accrual of annual leave in accordance with clause 14.4 or personal/carer's leave under clause 14.3(d).

15. CASUAL EMPLOYEES

- 15.1 A Casual Employee is an employee engaged as such. Casual Employees may be engaged on an hourly, daily or weekly basis.
- 15.2 Casual Employees may be terminated by the Company on the provision of one (1) hour's notice.

- 15.3 A Casual Employee will be paid an Ordinary Hourly rate calculated by dividing the applicable rate in Schedule B by 1976 (38 Hours x 52 weeks), and multiplying by 1.2 (the 20% casual loading).
- 15.4 Included in the Ordinary Hourly rate for Casual Employees is a 20% loading on the hourly rate in lieu of annual leave and annual leave loading and all other benefits under this Agreement.
- 15.5 A Casual Employee will not receive redundancy pay, except as provided for in clause 21.
- 15.6 A Casual Employee may be Rostered or required to work for a minimum of four (4) hours work per shift to be performed at any time of the day.
- 15.7 A Casual Employee will be notified prior to starting work of the duration of his/her engagement and will be paid at overtime rates for hours worked in excess of twelve (12) hours for each shift. The calculation of hours worked does not include any meal break provided.
- 15.8 A Casual Employee will not be entitled to any benefits under this Agreement, except as provided for in this clause 15, clause 16 (Casual Conversion), clause 18 (Classification Structure), clause 21 (Redundancy), clause 22.4(f) (One-off Payment)(if applicable) and clause 49 (Parental Leave). This subclause 15.8 does not affect a Casual Employee's entitlements under the NES including the entitlement to unpaid carer's leave or unpaid compassionate leave.

16. CASUAL CONVERSION

- 16.1 In this clause, an **Eligible Casual Employee** means an Employee who has worked a regular pattern of hours over a twelve-month period – that is, the Employee has a history of working substantially the same number of hours in each Roster Period within the twelve-month period in question, on substantially the same Rostered times of the week.
- 16.2 An Eligible Casual Employee may apply to have the basis of their employment converted from casual to part time or full time by mutual agreement in accordance with this subclause:
- (a) The Company will consider any application submitted by an Eligible Casual Employee and will make a decision within four weeks of receipt of the application about whether to offer the Employee a part time or full time position.
 - (b) The Company must not unreasonably refuse to approve an Employee's application made under this subclause. The Company may take into account, amongst other things, the following matters:
 - (i) whether the Company reasonably expects that the Employee's services will be necessary on an ongoing basis; and
 - (ii) whether there is an appropriate full time or part time position of the type which the Employee has been performing on a casual basis which is available at the time and which the Company is able to offer the Employee.
 - (c) Further, without limiting the reasons for which an application may be approved or rejected, it is agreed that:

- (i) applications will generally not be approved unless an Eligible Casual Employee seeks to convert to three days per week or more and at least 24 hours per week provided that the Company may, at its discretion, approve a regular Casual Employee other than an Eligible Casual Employee transferring to part time employment which is less than three days per week or 24 hours per week; and
 - (ii) applications will not be approved unless the Eligible Casual Employee seeking conversion agrees not to work for any other media organisation (including free-to-air, commercial, government, broadcasting, narrowcasting, subscription or pay per view television or internet, television production company, multimedia) in the absence of written approval from the relevant Company manager.
- (d) If an Eligible Casual Employee is unsuccessful in their application to convert to part time or full time employment, then the relevant Employee may seek:
- (i) a review of the decision by the Company; and/or
 - (ii) a resolution through the Dispute Resolution Procedure in clause 9.
- (e) If an Eligible Casual Employee is converted to part time or full time employment, the following conditions will apply to their part time or full time position:
- (i) the Employee will be employed at a classification determined by the Company having regard to the Employee's responsibility, skills and experience, provided that if the Employee disputes his or her classification by the Company, the dispute may be dealt with in accordance with the Classification Review Process in clause 52; and
 - (ii) any period of service by the Employee as a Casual Employee will not be counted as service with the Company for the purpose of calculating any entitlement calculated by reference to length of service including notice of termination and redundancy payments (including under this Agreement), other than long service leave, parental leave and redundancy pay where it is required by statute that such service be taken into account.
- (f) Once an Eligible Casual Employee has had basis of their employment converted from casual to part time or full time in accordance with this clause, the Employee can only revert to casual employment by written agreement with the Company.

17. FIXED-TERM EMPLOYEES

17.1 A Fixed-Term Employee is an Employee engaged as such, under a Letter of Engagement, pursuant to this clause 17.

17.2 Employees who are:

- (a) engaged on a fixed-term basis or under an agreement for a defined period or a specified task; and
 - (b) not engaged as Run of Show Employees or Maximum-Term Employees,
- will be Fixed-Term Employees.

- 17.3 The Company may terminate a Fixed-Term Employee's employment at any time and without notice for refusal of duty, wilful and serious neglect of duty, disobedience of instructions or orders or misconduct.
- 17.4 The Company may also terminate a Fixed-Term Employee's employment by giving notice in writing to the Employee if the Employee has breached his or her obligations under their Letter of Engagement and continues to do so after being given written notice of such breach by the Company.
- 17.5 The Fixed-Term Employee may terminate their employment with the Company if the Company is in breach of any material condition of the Letter of Engagement and fails to rectify the breach within 14 days of being given notice to do so.
- 17.6 A Fixed-Term Employee whose employment is terminated by the Company prior to the expiration of their fixed term for reasons other than redundancy (as defined in clause 21), and the reasons set out in subclauses 17.3 or 17.4, will be given notice of termination, or payment in lieu thereof (calculated at the Employee's Ordinary Time Rate of Pay), equal to the greater of:
- (a) the number of weeks remaining on their fixed-term contract; or
 - (b) 12 weeks.
- 17.7 If a Fixed-Term Employee's employment is terminated for the reasons set out in subclauses 17.3 or 17.4, no payments will be made to the Employee on termination (other than statutory leave entitlements). Neither notice of termination, or payment in lieu thereof, will be provided to a Fixed-Term Employee whose employment is terminated on the grounds set out in subclauses 17.3 or 17.4.

18. CLASSIFICATION STRUCTURE

- 18.1 All Employees covered by this Agreement will be classified in accordance with Schedule A.
- 18.2 Employees will perform duties as directed by the Company at the level at which they are classified and all duties necessary for, or incidental to, those duties.

19. CHANGE IN CATEGORY OF EMPLOYMENT

- 19.1 In respect of Employees who commenced employment with the Company on or after 14 September 2007, if the Company no longer requires an Employee to work shifts or pre-paid overtime, the Company may, at its discretion, change an Employee's category of employment from:
- (a) a 45 hour Shift Worker to a 38 hour Shift Worker or a 38 hour Day Worker; or
 - (b) a 38 hour Shift Worker to a 38 hour Day Worker or a 45 hour Shift Worker,
- by giving one month's notice in writing.
- 19.2 For those Employees who commenced their current period of continuous service with the Company before 14 September 2007, if the Company no longer requires an Employee to work shifts or pre-paid overtime for a period of three months, the Company may, from that time and at its discretion, direct the Employee to take annual leave on any Public Holiday by giving notice in writing. For the purposes of this subclause 19.2, Public

Holiday means all public holidays set out in subclause 3.1(y)(ii) other than Christmas Day and Good Friday. If the Company requires the Employee to resume working shifts or pre-paid overtime for a period of three months, the Company's entitlement to direct an Employee to take annual leave on Public Holidays under this subclause will cease. The Company's general entitlement to direct Employees to take annual leave on Public Holidays under subclause 40.1(b) and subclause 47.7(b) of this Agreement will continue.

- 19.3 Should a 38 hour Shift Worker be engaged temporarily as a 45 hour Shift Worker, the Company can have the Employee revert to his or her 38 hour Shift Worker status by giving one month's notice.
- 19.4 For those Employees who commenced employment after the Commencement Date any change to designation as a 38 hour Worker must be agreed in writing between the Company and the Employee. For the avoidance of doubt:
 - (a) Employees engaged to perform work on A Place to Call Home or Home and Away cannot be designated as a 38 hour Worker;
 - (b) clause 19.1 and 19.3 do not apply to 38 hour Workers while they are designated as 38 hour Workers. If a 38 hour Worker subsequently becomes a 38 hour Shift Worker or 45 hour Shift Worker, the terms of 19.1 and 19.3 will apply;
 - (c) clause 19.2 can never apply to 38 hour Workers.

20. TERMINATION

- 20.1 An Employee, other than a Fixed-Term Employee, Casual Employee or Run of Show Employee whose employment is terminated for reasons other than redundancy as defined in clause 21 will be subject to the termination provisions in this clause 20.
- 20.2 Subject to this clause, an Employee's employment shall not be terminated by either the Company or the Employee except by notice of the following periods:

- (a) in respect of Employees classified in the Operations stream:

Employee's period of continuous service with the Company	Period of notice
One year or less	One week
More than one year and up to the completion of two years	Two weeks
More than two years	Four weeks

- (b) in respect of Employees classified in the Journalists stream:

Employee's period of continuous service with the Company	EBA Level	Period of Notice
In the first 26 weeks of service	All levels	One week

After 26 weeks of service	EBA Level 9	Twelve weeks
	EBA Level 7	Eight weeks
	EBA Level 5	Four weeks
	EBA Level 2	Two weeks

provided that that in respect of all Employees, if the Act prescribes a greater period of notice in respect of a particular Employee, the Company must give the Employee that period of notice prescribed in the Act. In particular, if an Employee is over 45 years of age at the time of the giving of the notice and has been employed for more than two years, the period of notice will be increased by one week.

- 20.3 Subject to the provisions of subclause 20.5, if the Company terminates the employment of an Employee otherwise than by notice as above, the Company shall pay to the Employee an amount equal to his/her Base Rate of Pay for the appropriate number of weeks' notice of termination.
- 20.4 An Employee who terminates his/her employment otherwise than in accordance with subclause 20.2 shall forfeit any salary which may be due to him or her.
- 20.5 The periods of notice in subclause 20.2 do not apply in the case of dismissal for conduct that justifies instant dismissal, including refusal of duty, wilful and serious neglect of duty, disobedience of instructions or orders or misconduct.

21. REDUNDANCY

- 21.1 The conditions set out in this clause will apply in respect of redundancy for Employees who are eligible under the Agreement and is an exhaustive statement of all entitlements for Employees who are made redundant.
- 21.2 Redundancy occurs when the Company decides that the Company no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour or a transmission of business and, as a consequence, an Employee's employment is terminated.
- 21.3 The entitlements set out in this clause will be granted to all Employees who qualify for redundancy in accordance with subclause 21.2 above, other than an Employee subject to subclause 21.14, or exempted in accordance with subclause 21.15.
- 21.4 The Company will notify and consult with the Employees and their nominated representatives with respect to any plans involving redundancy or outsourcing.
- 21.5 Subject to subclause 21.6, the Company will allow a Fixed-Term Employee who is entitled to severance payments under this clause to elect to be paid one of the following options:
 - (a) the remaining balance of their fixed-term employment contract (paid at the Ordinary Time Rate of Pay); or
 - (b) the amount payable under subclause 21.9.

- 21.6 A Fixed-Term Employee who is employed under a fixed-term contract which has expired whose employment is terminated due to the reasons set out in subclause 21.2 above and subject to the exemptions in this clause will be paid severance pay in accordance with subclause 21.9.
- 21.7 For the purposes of this clause 21, Casual Employees will be eligible for severance payments under this clause, provided that:
- (a) the Casual Employee has worked a regular routine work pattern of employment for a minimum of 42 weeks in the past 12 months; and
 - (b) notwithstanding any other provision of this clause 21, the maximum amount that will be paid by way of redundancy to a Casual Employee is \$5,000.00.
- 21.8 In conjunction with any severance payment for an Employee covered by this Agreement, the Company will provide:
- (a) access to the services of an '*Outplacement and Career Counselling Service*' provider chosen by the Company;
 - (b) access to EAP (Employee Assistance Program); and
 - (c) Employees eligible for long service leave under the *NSW Long Service Leave Act 1955*, will receive payout of pro-rata long service leave, provided that they have 5 years' continuous service with the Company. Employees in other States, who would be eligible for long service leave under the *NSW Long Service Leave Act 1955* if those Employees resided in New South Wales and have 5 years' continuous service with the Company, will be granted the benefits of the *NSW Long Service Leave Act 1955*.

21.9 Severance Payments

- (a) Subject to subclause 21.5, an Employee who is eligible for a severance payment within the terms of this Agreement will receive the following payments. For the purposes of calculating a severance payment under this clause, 'week's pay' will mean the weekly Ordinary Time Rate of Pay, save that the maximum annual amount of Ordinary Time Rate of Pay for calculating severance pay (other than notice pay) under this clause will be as set out in Table 3 of Schedule C.
 - (b) Severance payments are as follows:
 - (i) Employees who are engaged on and from 16 January 2014:
 - (A) 3 weeks' pay per year of Continuous Service or part thereof up to 4 years; and
 - (B) 2 weeks' pay for each year of Continuous Service or part thereof thereafter,
- capped at 52 weeks' pay.

The maximum entitlement for severance payment for Employees who are engaged by the Company after 15 January 2014 is a total of fifty two (52) weeks' pay calculated in accordance with this sub clause 21.9 (b).

- (c) For Employees who commenced employment with the Company on or before 15 January 2014 and have since been continuously employed by the Company:
 - (A) 3 weeks' pay per completed years of Continuous Service; and
 - (B) Pro-rata Severance Pay if continuous service between 1 year and 20 years For incomplete years of service, an Employee will be entitled to one week's severance pay for each four month period of service.

Severance Pay after 20 years

Continuous Service	Severance Payment
21 years	64 weeks' pay
21-21.5 years	66 weeks' pay
21.5-22 years	68 weeks' pay
22 – 22.5 years	70 weeks' pay
22.5 – 23 years	72 weeks' pay
23 – 23.5 years	74 weeks' pay
23.5 – 24 years	76 weeks' pay
24 years – 24.5 years	78 weeks' pay
24.5 – 25 years & over	80 weeks' pay

capped at 80 weeks' pay (that is, 80 weeks for the total of paragraphs (A), (B) .

The maximum entitlement for severance payment for Employees who are engaged by the Company prior to 15 January 2014 is a total of eighty (80) weeks' pay calculated in accordance with this sub clause 21.9 (c).

21.10 Notice periods

- (a) In addition to Severance Pay as required under subclause 21.9, Employees made redundant will be entitled to the following notice periods:
 - (i) 4 weeks;
 - (ii) an extra 1 week, if they are over the age of 45 but less than the age of 55;
 - (iii) an extra 2 weeks, if over the age of 55;
 - (iv) an extra 1 week, if they have 15 years' or more continuous service with the Company.

- (b) Employees who are made redundant because of the cessation by the Company of a news service or current affairs program will, in addition to the entitlements set out above, be entitled to a further four weeks' notice of termination of their employment (or payment in lieu thereof at the Ordinary Time Rate of Pay).
- (c) The Company may, at its absolute discretion, require the Employee to work out the notice given, pay out notice at the Ordinary Time Rate of Pay or provide a combination thereof.

21.11 Voluntary Redundancy

- (a) A general offer of applications for voluntary redundancy will be made in writing by the Company to all Employees in areas identified by the Company as having surplus Employees ('Affected Employees'). This offer will be open to Affected Employees for a period of 14 days and will contain a deadline for acceptance of such offer ('Nominated Closing Date'). All Affected Employees must lodge, by the Nominated Closing Date, either an application for voluntary redundancy (a 'Volunteer'), or inform the Company that they do not wish to take up voluntary redundancy.
- (b) The Company will, at its absolute discretion, retain the right to accept or decline applications made by Volunteers under paragraph 21.11(a) above.
- (c) All redundancies for Volunteers will become effective no earlier than seven days after the Nominated Closing Date or on a later date to be nominated by the Company.
- (d) Where, after the Nominated Closing Date, there are Volunteers, the Company will carry out redundancies by choosing between Affected Employees who are Volunteers and Affected Employees who are not Volunteers, as follows:
 - (i) the Company will make redundant an Affected Employee who is a Volunteer in preference to an Affected Employee who is not a Volunteer where the former and the latter type of Employee have equivalent skills, duties, competencies, judgement, responsibility and reporting levels ('Equivalent Employees'), or
 - (ii) where there are an insufficient number of Equivalent Employees for the Company to select from for Redundancy, the Company is entitled to make redundant an Affected Employee who is not a Volunteer ('Involuntary Redundancy').

21.12 Involuntary Redundancy

If, after the completion of the process set out in subclause 21.11, there remains a need for further Involuntary Redundancies, the Company is entitled to make redundant any of the Affected Employees that remain at the completion of the process set out in subclause 21.11.

21.13 Dispute Over Selection

If there is any disagreement as to whether any person selected for Involuntary Redundancy is an Affected Employee, a Volunteer or any other reason relating to

redundancy, the Employee or the Employee's nominated representative and the Company will discuss these on a case by case basis.

21.14 Acceptable Alternative Employment

An Employee will not be entitled to the benefits under this clause 21 (including severance pay and notice) if the Company obtains for the Employee an offer of acceptable alternative employment within another area of the Company's business, or with a Related Body Corporate of Seven Network (Operations) Limited ABN 65 052 845 262. It is acknowledged that 'acceptable alternative employment' will, in relation to a particular Employee, mean employment that:

- (a) is of the same classification;
- (b) is at a location not unreasonably distant from the location of the Employee's employment with the Company;
- (c) is subject to terms and conditions of employment that, on the whole, are at least as beneficial as the terms that applied with the Company; and
- (d) is offered with full recognition of, and acceptance of liability for, the Employee's prior service and accrued entitlements with the Company.

21.15 The payments under this clause 21 are in satisfaction of all entitlements arising on termination, including notice of termination and redundancy payments, whether under a contract, award or legislation, except any accrued but untaken annual leave entitlements.

21.16 Employees Excepted

Employees who are terminated on grounds of misconduct, who are Run of Show Employees or Casual Employees not covered by subclause 21.7 will be exempted from any redundancy, severance benefits and entitlements under this clause or otherwise.

21A VOLUNTARY SEPARATION

21A.1 The Company may, in its absolute discretion, advise one or more Employees that it is willing to consider expressions of interest (EOI) in voluntary separation and invite expressions of interest from those Employees. The Company must provide those Employees with at least 21 days to submit their express of interest in voluntary separation. The end of the submission period is the EOI End Date.

21A.2 An Employee who has been invited to express an interest in voluntary separation may request that the Company provide an estimate of the termination payment to which the Employee would be entitled if the Employee expressed interest in voluntary separation and the Company accepted that Employee's expression of interest, including details of the tax treatment applicable to the termination payment. The Company must provide the Employee with that estimate within 7 days of the request.

21A.3 An Employee may express interest in voluntary separation by submitting their expression of interest to the Company, in the form required by the Company, before the EOI End Date.

21A.4 The Company may determine not to accept an Employee's expression of interest in voluntary separation at its absolute discretion.

21A.5 If the Company determines to accept an Employee's expression of interest in voluntary separation, the Employee's employment will terminate on the date specified in the expression of interest (or as otherwise agreed by the Company) and the Employee will receive a voluntary separation payment in accordance with the following scale:

Length of Service	Voluntary Separation Payment (Weeks' pay)
5 years and up to 6 years	20
6 years and up to 7 years	22
7 years and up to 8 years	24
8 years and up to 9 years	26
9 years and up to 10 years	28
10 years and up to 11 years	30
11 years and up to 12 years	32
12 years and up to 13 years	34
13 years and up to 14 years	36
14 years and up to 15 years	38
15 years and up to 16 years	40
16 years and up to 17 years	42
17 years and up to 18 years	44
18 years and up to 19 years	46
19 years and up to 20 years	49
20 years or more	52

provided that the calculation of the payment will be subject to the Severance and Voluntary Separation Payment Ordinary Time Rate Caps in Table 3 of Schedule C of the Agreement.

21A.6 The voluntary separation payment will be inclusive of and in satisfaction of any entitlement the Employee may have in respect of termination under any contract of employment, this Agreement or the NES or otherwise (including notice of termination and severance pay) other than any entitlement to annual leave and long service leave (if any).

21A.7 An Employee will not be entitled to a voluntary separation payment under this clause 21A if, before the employment terminates under 21A.5, the Employee's employment is terminated for conduct that justifies summary dismissal.

21A.8 For the avoidance of doubt this Clause 21A does not apply to situations where:

- (i) the Company has decided that it no longer requires a job to be performed by anyone. This situation is dealt with in clause 21 (Redundancy) of the Agreement; or
- (ii) an Employee resigns from their employment.

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PART FOUR – RATES OF PAY, ALLOWANCES AND ADDITIONAL PAYMENTS

22. RATES OF PAY

22.1 Base Rates of Pay

- (a) Subject to 22.1(b), all Employees classified in accordance with Schedule A will be paid the applicable Base Rate of Pay set out in Schedule B from the first pay period on or after 1 January 2016.
- (b) An Employee in the Journalist Stream classified at Level 5 who has:
 - (i) one year's post cadetship employment working as a journalist will be entitled to a Base Rate of Pay of \$3,200 more than the Base Rate of Pay for 38 hour Day Worker Level 5 Journalists set out in Schedule B;
 - (ii) two years' post cadetship employment working as journalist will be entitled to a Base Rate of Pay of \$8,200 more than the Base Rate of Pay for 38 hour Day Worker Level 5 Journalists set out in Schedule B.

These amounts are included in the Employee's Base Rate of Pay for all purposes.

22.2 Margin

- (a) In addition to the Base Rate of Pay provided for in subclause 22.1, the Company may provide to Employees a Margin.
- (b) Penalty payments for shift work or additional payments as prescribed by clause 23 will, unless stated otherwise, be calculated on the Employee's Base Rate of Pay, not an Employee's Ordinary Time Rate of Pay.
- (c) Margin payments will be made at the absolute discretion of the Company, provided only that any grandfathered allowances included in a Margin as a result of clause 24.2, 24.3 and 47.10 must be maintained.

22.3 Pay Increases

- (a) All Employees - other than Employees subject to the Partial Exemption, Salaried Employees and Run of Show Employees not employed on a Long Running Drama - will receive a 2% increase on their annual Ordinary Time Rate of Pay from the first full pay period on or after 1 January 2016 and a further 2% increase on the annual Ordinary Time Rate of Pay from the first full pay period on or after 1 January 2017. The increases will be implemented and any back pay paid within 14 days after the Commencement Date provided that back pay for Employees paid on a monthly pay cycle will be paid within 21 days after the Commencement Date.

22.4 One off payment

- (a) The Company will pay a one off before tax payment of \$750 to each Full-Time Employee other than Run of Show Employees employed by the Company as at the Commencement Date.

- (b) The Company will pay a one-off before tax payment to each Part-Time Employee employed by the Company as at the Commencement Date calculated as follows:

Part-Time Employee's agreed Ordinary Hours / 38 x \$750

- (c) The Company will pay a one-off payment to each Fixed-Term or Maximum Term Employee who is employed by the Company as at the Commencement Date calculated as follows:

Duration of Fixed Term or Maximum Term contract (up to a maximum of 52 weeks) / 52 x \$750

- (d) The Company will pay a one-off payment to each Full-Time Run of Show Employee who is either:

- (i) employed by the Company as at the Commencement Date; or
- (ii) employed by the Company as at the time of the Company's request for Employees to vote for approval of this Agreement and as at the Commencement Date has entered into a new Run of Show contract which commences following the Commencement Date,

calculated as follows:

Duration of ROS contract (in weeks) / 46 x \$750

- (e) The Company will pay a one-off before tax payment to each Part-Time Run of Show Employee who is either:

- (i) employed by the Company as at the Commencement Date; or
- (ii) employed by the Company as at the time of Company's request for Employees to vote for approval of this Agreement and as at the Commencement Date has entered into a new Run of Show contract which commences following the Commencement Date,

calculated as follows:

(Duration of ROS contract (in weeks) / 46) x (Part Time Employee's Contracted Ordinary Hours / 38) x \$750.00

- (f) For the purpose of calculating a Run of Show Employee's entitlement under clause 22.4(d) or (e), if the Run of Show Employee is eligible for the one-off payment as a result of 22.4(d)(ii) or 22.4(e)(ii), the duration of the ROS contract is whichever is the longer of the contract the Employee is employed under at the time of the Company's request for Employees to vote and the contract which the Employee has entered into which commenced after the Commencement Date.

- (g) The Company will pay a one-off before tax payment to each Casual Employee who is either:

- (i) employed by the Company in the pay period in which the Commencement Date falls; or

- (ii) employed by the Company as at the time of the Company's request for Employees to vote for approval of this Agreement and employed by the Company within the six weeks following the Commencement Date,

calculated as follows:

Casual Employee's Hours in the pay period / 76 x \$375.00

- (h) For the purpose of calculating a Casual Employee's entitlement under clause 22.4(f), if the Casual Employee is eligible for the one-off payment as a result of 22.4(f)(ii), the number of hours in the pay period will be the greater of the number of hours in the pay period at the time of the Company's request to vote, or the number of hours for which the Employee is paid in the first pay period after the Commencement Date.
- (i) The one-off payments under this clause 22.4 will be made within 14 days after the Commencement Date provided that for Employees paid on a monthly pay cycle the payment will be paid within 21 days after the Commencement Date, provided that for:
 - (i) Run of Show Employees eligible for the one-off payment as a result of 22.4(d)(ii) or 22.4(e)(ii), the one-off payment will be made within 14 days after the commencement of the Employee's employment under the new Run of Show contract; and
 - (ii) Casual Employees eligible for the one-off payment as a result of 22.4(f)(ii), the one-off payment will be made in the first pay period in which the Casual Employee is paid after the Commencement Date.

22.5 Partial Exemption

- (a) Employees will be partially exempted in accordance with 22.5(b) where their annual Ordinary Time Rate of Pay exceeds the Partial Exemption Cap set out in Table 2 of Schedule C.
- (b) Employees subject to the Partial Exemption will not be covered by subclause 22.3, Pay Increases, and/or Schedule B of this Agreement, and any pay increases made in their favour will only be made by agreement with the Company.

22.6 Junior Wage Rates

All Employees under the age of nineteen who are classified in accordance with Schedule A will be paid the following percentages only of the applicable Base Rates of Pay set out in Schedule B:

- (a) for Employees aged 16 years - 60%;
- (b) for Employees aged 17 years - 75%; and
- (c) for Employees aged 18 years - 90%.

22.7 Traineeships

Schedule J (Traineeships) of the Broadcasting and Recorded Entertainment Award is incorporated into this Agreement.

23. ADDITIONAL PAYMENTS TO BASE RATE OF PAY

23.1 In addition to the Base Rate of Pay, an Employee may receive the additional payments set out in this clause, provided that the payments are only made when the Company requires the Employee to perform the work described below and the work is performed by the Employee.

23.2 38 hour Shift Worker Loading

A 38 hour Shift Worker will be paid a loading of 30% on their Base Rate of Pay. For the avoidance of doubt, the rates in Schedule B for a 38 hour Shift Worker are inclusive of the 30% loading.

23.3 45 hour Shift Worker Loading

A 45 hour Shift Worker will be paid a loading of 60% on their Base Rate of Pay. For the avoidance of doubt, the rates in Schedule B for a 45 hour Shift Worker are inclusive of the 60% loading.

23.4 Night Shift Workers Loading

A 30% loading on the Base Rate of Pay per shift worked will be paid to a Night Shift Worker, provided that this Night Shift Workers Loading does not apply to a 38 hour Worker.

23.5 Non Rotating Shift Loading for Night Shift Worker

A Night Shift Worker who is required to, and performs, work on a Non Rotating Shift will be entitled to a 10% loading on the Base Rate of Pay for all time worked on that shift provided that this will be paid in addition to any loading payable under subclauses 23.2 or 23.3, and 23.4. All such payments will be made to the Night Shift Worker in arrears as a lump sum payment at the conclusion of each financial year in which the work has been performed.

23.6 Loading and Penalties for 38 hour Workers

(a) A 38 hour Worker will be paid a loading of 15% on their Base Rate of Pay. For the avoidance of doubt, the rates in Schedule B for a 38 hour Worker are inclusive of the 15% loading.

(b) Employees designated as 38 hour Workers will also be paid the following penalties on their Base Rate of Pay for each ordinary hour worked outside of the hours of 7:00am and 7:00pm or on a Saturday or Sunday as follows:

7:00pm to Midnight	30%
Midnight to 7:00am	30%
All day Saturday	30%
All day Sunday	50%

(c) The additional rates provided for in clause 23.6(b) are not cumulative and, where any ordinary hours worked attract more than one loading, the higher percentage only will be paid on applicable Ordinary Hours. The additional rates provided for

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in clause 23.6(b) apply in substitution for the Night Shift Workers Loading in clause 23.4.

- (d) The penalties outlined in this subclause 23.6(b) do not apply to 38 hour Day Workers, 38 Hour Shift Workers, 45 Hour Shift Workers or Casuals.
- (e) The Company will undertake an on-going six monthly review of Ordinary Time earnings for 38 hour Workers. Where a 38 hour Worker has received penalty payments under clause (b) exceeding 30% of their Base Rate of Pay, the Company will either:
 - (i) reclassify the Employee from the next full pay period as a 38 hour Shift Worker; or
 - (ii) alter the scheduled hours of work for the Employee from the next Roster Cycle so that the Employee is working Ordinary Hours which will result in penalty payments under clause 23.6 (b) being less than 30% of the Base Rate of Pay for the Employee.
- (f) Where the Company elects the option under clause 23.6(e)(ii) above and penalty payments under clause 23.6 (b) exceed 30% after a further three month period, or in any subsequent six monthly period, then the Employee must be reclassified by the Company as a 38 hour Shift Worker.

23.7 On Call Loading

Where an Employee has left the premises of the Company and the Company Rosters or requests the Employee in writing to be 'on call' – that is, to hold himself or herself in readiness to return to work overtime - the Employee will be paid a loading of 10% of their Base Rate of Pay ('On Call Loading') during the period when they are on call. Alternatively, the Employee may, at the absolute discretion of the Company, be provided with the use of a Company motor vehicle in lieu of and in full satisfaction of the obligation to pay the On Call Loading but only for the period for which the Employee continues to be on call. The use of a Company motor vehicle will be on the terms determined by the Company from time to time.

23.8 Higher Duties

- (a) An Employee who undertakes duties at a higher level to that at which they are Employed, and who performs the complete range of functions for that higher level, for two consecutive shifts or more will be paid at the higher rate for all time so worked, provided that:
 - (i) where an Employee's Ordinary Time Rate of Pay for the work they normally perform is more than the minimum Base Rate of Pay applicable to the higher level at which they are asked to undertake duties, no increase in pay will be required for the work performed at the higher level;
 - (ii) subject to 23.8(a)(i) above, where an Employee has performed work as directed by the Company for five consecutive shifts at a higher classification, the Employee shall be paid the higher rate for the whole of that particular Roster Cycle; and

(iii) where an Employee has performed work as directed by the Company for a continuous period of 46 weeks in any 12 month period, then the Employee will be promoted to that higher classification, unless that Employee is performing the work as a replacement Employee for an Employee on parental leave or other Company approved extended leave.

(b) Where the Employee has performed work as directed by the Company at a classification that attracts a lower rate of pay than the Employee's ordinary classification, the Employee will not suffer loss of pay for work performed temporarily at the lower classification.

24. ALLOWANCES

24.1 First Aid Allowance

From the first pay period on or after commencement of this Agreement the Company will pay \$572.17 per annum in equal weekly, fortnightly or monthly instalments (depending on the Employee's pay cycle), to a First Aid Attendant, being an Employee appointed by the Company as a first aid attendant who has been trained to render first aid and is required by the Company to do so. The Employee must be the current holder of an appropriate first aid qualification which is recognised by the Company.

24.2 The Trade Certificate Allowance

An Employee who was paid a Trade Certificate Allowance immediately before the commencement date of this Agreement will have \$661.83 per annum added to their Margin from the first full pay period after commencement of this Agreement. The Trade Certificate Allowance will no longer be payable.

24.3 Post Trade Certificate Allowance

An Employee who was paid a Post Trade Certificate Allowance immediately before the commencement date of this Agreement will have \$1,909.16 per annum added to their Margin from the first full pay period after commencement of this Agreement. The Post Trade Certificate Allowance will no longer be payable.

25. TRAVEL AND WORK EXPENSES

25.1 Subject to subclause 25.2, where the Company requires an Employee to undertake overseas, interstate or long distance intra-state travel (ie: travel to a destination more than 200 kilometres from the Employee's normal place of work) which requires an overnight stay, the Company will provide no less than 3-star room accommodation (or, if no such accommodation is available, accommodation of the next closest available standard) and a daily allowance of up to \$103.93 in the following allocation:

- (a) Breakfast - \$21.03 per meal ('the Breakfast Allowance');
- (b) Lunch - \$23.96 per meal ('the Lunch Allowance');
- (c) Dinner - \$41.45 per meal ('the Dinner Allowance'); and
- (d) an incidental allowance of \$17.49 per night ('the Incidentals Allowance').

25.2 An Employee will not be entitled to the allowances set out in subclauses 25.1(a) to 25.1(c) if:

- (a) the Employee has claimed a penalty under subclause 31.3 and has not eaten a meal during that shift; or
- (b) the Employee has paid for their meal using a Company credit card; or
- (c) a suitable meal (or catering) has been paid for or provided by the Company.

25.3 Where the Company:

- (a) requires an Employee to undertake overseas, interstate or long distance intra-state travel being travel to a destination more than 200 kilometres from the Employee's normal place of work; and
- (b) requires that they be away from their normal place of work for at least six (6) hours; and
- (c) does not require an overnight stay,

the Company will provide the following allowances:

- (d) if the Employee is away from their normal place of work between the hours of 6:00 am and 8:00 am, the Breakfast Allowance;
- (e) if the Employee is away from their normal place of work between the hours of 12:00 pm to 2:00 pm, the Lunch Allowance; and
- (f) if the Employee is away from their normal place of work between the hours of 6:00 pm and 8:00 pm, the Dinner Allowance.

25.4 The Company has the discretion to pay additional amounts to Employees on travel assignments where the Company is of the opinion that the payment of such amounts is warranted, having regard to the nature of the assignment.

25.5 Employees who work on an extended interstate or overseas assignment may be granted, at their department head's discretion, paid refresher leave on their return to their home port. The amount of such leave will be at the discretion of the Company.

25.6 On the provision of all documentary evidence reasonably required by the Company, the Company will reimburse Employees for any expenses genuinely incurred by them in connection with the discharge of their duties as an Employee.

25.7 Where there is need to provide transport assistance to an Employee by reason of the Employee working between the hours of 7:00 pm to 7:00 am, or at a remote location, the Company will facilitate travel to the nearest public transport hub or, if there is a safety concern raised by an Employee with their manager, or if no public transport is available, the Employee's home.

25.8 If travelling by air, the Employee will be provided with reasonable travel expenses from home to the airport, and from the airport home, if the Employee is returning home by air.

25.9 With respect to any other means of conveyance, reasonable travel expenses will be provided from home to the departure point of that conveyance and from that point to home, returning by that conveyance.

- 25.10 Where an Employee is required to work outside normal hours or at a remote location, the Company will facilitate travel to the nearest public transport point or, if there is either no public transport available or, alternatively, a safety issue exists which has been raised by an Employee with their manager, to the Employee's normal residence.
- 25.11 The Company will ensure that, in addition to the daily allowances and reasonable travel expenses to and from the airport provided herein, the actual travel costs of the Employee are met consistent with the relevant Company policy. The provisions of this subclause will apply to both interstate and intrastate travel where applicable.
- 25.12 An Employee engaged on work requiring attendance in evening dress will be provided with reasonable transport facilities.
- 25.13 Employees will be reasonably compensated for any damage to their clothing and personal effects arising out of, and in the course of, their employment.
- 25.14 Director's loading
- (a) A Director classified as Supervising Director, Director/Specialist or Senior Director will be paid the Director's loading in accordance with clause 25.14(c). If by written agreement between the Employee and the Company the loading is not paid, the relevant Base Rate of Pay will be paid. In such cases the exemption from the operation of Agreement provisions in clause 25.14(c) will not apply.
 - (b) A Director classified as Director or Trainee Director will not be paid the Director's loading and will not be exempt from the operation of Agreement provisions in clause 25.14(c). If by written agreement between the director and the Company the loading is paid the exemption from the operation of Agreement provisions in clause 25.14(c) will apply.
 - (c) Where applicable under clauses 25.14(a) or 25.14(b), an Employee will be paid a Director's loading calculated on the basis of 25% of the relevant minimum Award wage per week for their classification. The Director's loading is, where applicable, part of the Employee's Ordinary Rate of Pay. The Director's loading exempts the director from the operation of Part 6 – Hours of Work, Rosters, Work Scheduling and Overtime (other than clause 31.1 and clause 38.1 provided that only 38.1(c) will be available to the director). However, the Employee will be given two clear days off work in each week.

PART FIVE – PAY RELATED MATTERS

26. PAYMENT OF SALARY

- 26.1 Employees earning less than a Reference Remuneration of \$100,000 will be paid on a fortnightly basis. All Employees earning equal to or in excess of a Reference Remuneration of \$100,000 will be paid on a monthly basis. Provided however that the Company will consult with affected Employees prior to any change in existing Employee pay frequency taking effect or in relation to existing pay cycles within business areas of the Company. Any such change will in any event not take effect prior to 1 January 2018.
- 26.2 Where overtime is payable, it will be paid within the first pay period in the Roster Cycle which follows the Roster Cycle in which the overtime work was performed.

26.3 Employees will be paid by electronic funds transfer into a nominated bank (or other recognised financial institution) account.

27. SUPERANNUATION

27.1 The Company will provide superannuation benefits in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth) and associated legislation.

27.2 Employees will be permitted to direct their superannuation entitlements into one of the following funds, provided they offer a MySuper product:

- (a) Seven Network Superannuation Fund;
- (b) Superannuation Trust of Australia (STA);
- (c) AMP Super Leader;
- (d) Australian Super; or
- (e) MediaSuper.

28. SALARY SACRIFICE

28.1 For the purpose of this clause only, these terms have the following meaning:

'Salary' means amounts which an Employee is entitled to receive from the Company in accordance with this Agreement, or any other agreement between the Employee and the Company.

'Salary Sacrifice Contribution' means the amount by which an Employee's salary will be reduced, for salary sacrifice purposes, where:

- (a) the Employee completes and lodges the relevant application form; and
- (b) the Company agrees to the Salary Sacrifice request of the Employee.

'Post Salary Sacrifice' means the cash salary paid to an Employee after the deduction of the Salary Sacrifice Contribution has commenced. PAYG tax is deducted from this cash salary amount.

'Salary Sacrifice Agreement' means an application lodged by an Employee, and approved by the Company, to make a future Salary Sacrifice Contribution.

28.2 An Employee may apply to the Company to have their salary reduced by an amount nominated by the Employee as a Salary Sacrifice Contribution for the benefit of the Employee. The amount paid to an Employee following the deduction of the Salary Sacrifice Contribution is their Post Salary Sacrifice cash salary.

28.3 Authorisation

- (a) For the Employee's salary sacrifice application to be valid, the Employee must make a written application to the Company requesting the salary sacrifice arrangements.

- (b) The Company must approve the salary sacrifice application before the Employee's salary is adjusted for salary sacrifice contributions. No retrospective applications will be processed. A processed application will be referred to as a Salary Sacrifice Agreement.

28.4 Rate for periods of paid leave

The Employee will receive their Post Salary Sacrifice cash salary for periods of annual leave, long service leave, and other periods of paid leave provided the Salary Sacrifice Contribution is paid.

28.5 Calculation of benefits on termination

- (a) Payments on termination will be calculated by reference to the Employee's salary.
- (b) No Salary Sacrifice Contribution will be made in respect to termination payments.

28.6 Variation to a Salary Sacrifice Agreement

- (a) Unless otherwise agreed by the Company, an Employee may revoke or vary their Salary Sacrifice Agreement once in each twelve-month period in accordance with Company policy.
- (b) Not less than one month's written notice shall be given by an Employee of their revocation or variation of a Salary Sacrifice Agreement.

28.7 Change to Tax law or cost of offering salary sacrifice

- (a) The continuation of an Employee's Salary Sacrifice Agreement is subject to the Company not incurring any consequential or additional costs in association with its operation.
- (b) Should changes occur in tax law or practice such that the Company incurs a cost or expense under or in respect of Salary Sacrifice Agreements, such Agreements cease to apply on the Company giving one month's notice, unless an Employee elects to accept personal responsibility for the additional cost. If an Employee elects to take personal responsibility they must fill in a new application form with new cost details. Changes cannot be made verbally or by any other means other than completing a new application form.
- (c) Similarly, if tax or other changes occur which affect the Employee's salary sacrifice, the Employee may, upon one month's notice in writing, terminate or vary the Salary Sacrifice Agreement.

28.8 Outstanding moneys on termination

- (a) If there are any moneys owed to the Company in relation to a Salary Sacrifice Agreement, at the time of its termination or variation, the Company has the right to deduct the moneys from the Employee's future salary payments.
- (b) If, on termination of employment, an amount is owing by an Employee to the Company in respect of a Salary Sacrifice Agreement, the Company may deduct the amount owing from payments to be made to the Employee on termination.

- (c) The Company will provide an Employee with a written statement setting out any deductions made either under subclause 28.8(a) or 28.8(b).

28.9 Indirect Taxes

Any indirect taxes associated with a Salary Sacrifice Agreement would remain the responsibility of the Employee.

28.10 Trust Deed and Maximum Superannuation Contribution

Any Salary Sacrifice Agreement to salary sacrifice superannuation is subject to such arrangement being in accordance with the applicable superannuation fund trust deed and the maximum superannuation contribution limit provided under relevant superannuation legislation.

28.11 Salary Sacrifice Superannuation and SGC

The Company shall not use any Salary Sacrifice Contribution to meet its obligations under the *Superannuation Guarantee Administration Act 1992* (Cth) or any legislation which succeeds or replaces it. For the purpose of the Company making compulsory superannuation contributions, the Company will make those contributions based on the Employee's Salary (not the Employee's Post Salary Sacrifice salary).

PART SIX – HOURS OF WORK, ROSTERS, WORK SCHEDULING AND OVERTIME

29. HOURS OF WORK

29.1 General

Subject to subclause 29.4, the Company will Roster a spread of continuous Ordinary Hours of between six (6) and twelve (12) hours throughout any Roster Period, provided that the Company will, in its absolute discretion, be entitled to Roster one four (4) hour shift in any Roster Period. This subclause will not apply to Casual Employees and Part-Time Employees.

29.2 Ordinary Hours

- (a) Employees classified by the Company as 38 hour Workers will work Ordinary Hours between the hours of 7:00am and 7:00pm, Monday to Sunday. These Employees may be required to work Ordinary Hours outside this span, provided that the Employee must be paid the penalties provided for in clause 23.6(b) in respect of such Ordinary Hours
- (b) Employees designated by the Company as 38 hour Day Workers will work Ordinary Hours between the hours of 7:00am and 7:00pm Monday to Friday.
- (c) Employees Rostered or required to work as 38 hour Shift Workers will work Ordinary Hours on a rotation throughout the twenty-four (24) hours of a day on any day of a Roster Period.
- (d) Employees who are Rostered or required to work as 45 hour Shift Workers will work on shifts that may rotate throughout the twenty-four (24) hours of a day on any day of a Roster Period.

29.3 Full Time

- (a) The maximum number of Ordinary Hours of a Full-Time Employee, other than a 45 hour Shift Worker, is one hundred and fifty two (152) hours per 28 Day Roster Cycle.
- (b) The maximum number of Ordinary Hours for 45 Hour Shift Workers is one hundred and eighty (180) hours per 28 Day Roster Cycle.
- (c) For Full-Time Employees Rostered to work a Shorter Roster Cycle or a Longer Roster Cycle, the maximum number of Ordinary Hours is calculated on the following basis:
 - (i) (Number of Roster Periods in the Roster Cycle) x 38 (for 38 hour Workers, 38 hour Day Workers and 38 hour Shift Workers); and
 - (ii) (Number of Roster Periods in the Roster Cycle) x 45 (for 45 hour Shift Workers).

29.4 Part Time

The Company may require a Part-Time Employee to perform the Ordinary Hours prescribed in subclause 13.2 of this Agreement. A Part-Time Employee may work as a 38 hour Worker, a 38 hour Day Worker, a 38 hour Shift Worker or Night Shift Worker. Subclause 29.1 does not apply to Part Time Employees. The Company will Roster Part-Time Employees a spread of Ordinary Hours between four (4) and twelve (12) hours throughout any Roster Period.

29.5 Casual Hours

Note: The Company may require a Casual Employee to perform the Ordinary Hours of Work prescribed in clause 15 of this Agreement.

29.6 Calculation of Time Worked

- (a) Except in the case of work that is done by an Employee away from their normal place of work, an Employee's hours of duty shall count continuously from the time of entering upon duty, as defined in subclause 29.6(b), until the time that the Employee signs off at the completion of work for that day.
- (b) For the purposes of subclause 29.6, entering upon duty means:
 - (i) arrival at the workplace for the first time in the day to begin duty; or
 - (ii) beginning of the first engagement on a particular day, provided that a reasonable time will be allowed to cover the period required to reach the engagement from home or from the temporary place of residence or accommodation, should an Employee be temporarily assigned to duty away from the city in which he or she is regularly employed.

30. RESCHEDULED ORDINARY TIME HOURS OF WORK (TRANSFERRED ORDINARY HOURS)

- 30.1 Notwithstanding clause 30, the Company will be entitled to transfer Ordinary Hours performed on one shift to Ordinary Hours Rostered for another shift ("Transferred Hour(s)") - or, in other words, to recognise Ordinary Hours actually performed on one shift as having been performed on another shift - provided that:

- (a) this clause will only apply to work performed by Employees for the purposes of recording (or assisting in the recording) of an In-House Production;
 - (b) a maximum of one (1) hour may be transferred per shift;
 - (c) a maximum of three (3) hours may be transferred per Roster Period; and
 - (d) the Company will only transfer hours where its In-House Production needs require it.
- 30.2 The Company may, without notice, direct an Employee to continue to perform work at the rate of Ordinary Hours for the first Transferred Hour on a shift and an Overtime Penalty Payment in accordance with clause 45, for the second or subsequent Transferred Hour(s) on the same shift.
- 30.3 For Transferred Hours beyond the first hour, the Employee may elect to have that time treated as Ordinary Hours, in lieu of an Overtime Penalty Payment.
- 30.4 No Employee will be required to work more than 152 Ordinary Hours or, in the case of 45 hour Shift Workers, 180 Ordinary Hours, in a 28 Day Roster Cycle, regardless of the number of Transferred Hours in that 28 Day Roster Cycle.
- 30.5 If the relevant original Rostered shift is 12 hours, then this clause will only come into effect by agreement with the affected Employee and all additional hours worked will be treated as Overtime.
- 30.6 The Company will monitor the practice of transferring hours in accordance with this clause 38 with a view to ensuring that its departments only do so because of In-House Production needs.

31. MEAL BREAKS

- 31.1 Subject to subclause 31.3, within or at the end of the first six (6) successive hours of work, an Employee must take, and the Company must allow the Employee to take, an unpaid meal break of between thirty (30) and sixty (60) minutes. Such a meal break will be the first meal break.
- 31.2 Following the first meal break, the second and subsequent meal breaks will be taken and will be provided within or at the end of each five (5) successive hours after the completion of the first or previous meal break.

Note:

It is preferable that an Employee's first meal break be taken within or at the end of the first five (5) successive hours of each shift.

- 31.3 Where the Company expressly directs an Employee to work through a meal break, the Employee will be paid at the Ordinary Time Rate of Pay for the duration of the untaken meal break plus an additional payment of one (1) hour calculated on the Employee's Base Rate of Pay.
- 31.4 Employees who are required to work off-site for the purposes of recording (or assisting in the recording) of a Company production, and who cannot be provided a meal break in accordance with subclause 31.1 above, will be provided with:

- (a) a suitable meal; or
- (b) an amount equal to either the Breakfast, Lunch or Dinner Allowance provided for in subclause 25.1, depending on which is most appropriate having regard to the time of day at which the meal break should have been provided.

32. REST PERIOD AFTER HOURS WORKED

- 32.1 All Employees will, unless operationally impracticable, have at least ten (10) hours off duty between the work performed on successive shifts ('Ten Hour Break').
- 32.2 Where an Employee is Rostered, or directed by their supervisor prior to the end of the Employee's Rostered shift, not to have a Ten Hour Break, the Employee will be paid at double time for all time worked during the Ten Hour Break, together with an additional payment of four (4) hours at that Employee's Base Rate of Pay.

33. BROKEN SHIFTS

- 33.1 No Employee will be required to work non consecutive Ordinary Hours in any one day, provided that a break between Ordinary Hours is permissible if taken for a meal break or other absence authorised by this Agreement or by the Company.

34. RECALL TO WORK

- 34.1 Where an Employee has left the Company premises or site nominated by the Company where the Employee works and then is recalled to work by the Company in circumstances other than clauses 30 to 38, or where the Employee has been granted paid or unpaid leave of absence and is returning from such absence, ('Recall') the Employee will be paid double time for all time worked (with a minimum of two hours) during the Recall. For the avoidance of doubt, an Employee who is entitled to be paid double time during the Recall will not also be entitled to the payments set out in clause 30 in respect of an insufficient break.
- 34.2 If an Employee is required by the Company to return to work after an unauthorised absence, the Employee will not be on Recall.
- 34.3 An Employee on Recall will be paid travelling expenses reasonably incurred.
- 34.4 An Employee on Recall who works during a period of paid leave will, in addition to double time for all time worked on Recall, be re-credited with the leave lost as the result of the Recall.
- 34.5 An Employee on Recall during a period of paid leave will be reimbursed for travel expenses reasonably incurred on behalf of the Employee for which a refund cannot be obtained.

35. POSTING OF ROSTERS, ATTENDANCE AND ROSTER CHANGES

- 35.1 The Company will post Rosters for Employees no later than 5:00pm on the day 9 days prior to the commencement of the Roster Cycle, provided that the Company may effect changes to a Rostered shift at least 72 hours (or less by agreement with an Employee) prior to the commencement of that shift. For the avoidance of doubt, nothing in this subclause affects the operation of subclauses 35.4, 35.5 and 35.6.

- 35.2 Subject to prior approval by the Company, two Employees may agree to 'swap' Rostered shifts.
- 35.3 Employees will be required to sign Roster sheets as evidence of attendance and, as required by the Company, to complete time sheets showing time actually worked.
- 35.4 The Company will, upon giving twelve (12) hours' notice prior to a Roster change coming into effect, be entitled to change the start and/or finish times for a particular shift that is scheduled on a Roster without penalty, provided that the changes are required to meet the needs of the Company's business or for an unforeseen circumstance, and provided further that the Company has made an attempt to make appropriate changes that do not involve a change to the Roster.
- 35.5 Where less than 12 hours' notice of such change is provided to the Employee, the Employee may refuse to accept the change.
- 35.6 The Company may only make one change during a Roster Period in the manner referred to in subclause 35.4, unless agreement is obtained between the Company and the affected Employee.

Note:

Subject to the provisions above regarding the changing of Rosters, Rosters posted in accordance with this clause 30 will be posted as final documents and should not be marked "draft" (or similar). Any changes that are made to Rosters must be communicated directly to Employees, either by face-to-face communication or by telephone conversation - merely writing an amendment onto a Roster, without bringing it to the attention of an affected Employee, will not be sufficient.

36. **ROSTERED DAY(S) OFF**

- 36.1 All Employees will be entitled to eight (8) Clear Days off in a 28 Day Roster Cycle on which no Ordinary Time will be rostered ('Rostered Day(s) Off'), provided that:
- (a) Employees will not be required to work more than 10 consecutive days during a Roster Cycle, unless otherwise agreed with the Employee; and
 - (b) the Company will generally provide two consecutive Clear Days off, except where it is operationally impracticable to do so - including, for example, because of circumstances outside of its control, operational issues, major news/sporting events or technical issues, Roster requests or sickness. In addition, where an Employee works seven or more consecutive days, the Company will, wherever possible, give the Employee more than two consecutive Clear Days off; and
 - (c) if an Employee is Rostered on a Shorter Roster Cycle or a Longer Roster Cycle, the Employee will be entitled to Clear Days off calculated on the following basis:

(Number of Roster Periods in the Roster Cycle) x 2.

37. **ACCRUED DAY(S) OFF**

- 37.1 In addition to eight (8) Rostered Days Off in a 28 Day Roster Cycle, one (1) Clear Day off will be allowed by the Company to a Full Time Employee who is Rostered to work all

of their Ordinary Hours in nineteen (19) days within a single 28 Day Roster Cycle ('Accrued Day Off').

37.2 Roster arrangements allowing for Accrued Days Off are at the discretion of the Company. Where staff have been working a roster arrangement that provides for Accrued Days Off and the Company intends to change that roster arrangement, the Company will consult with the affected Employee/s before implementing that change. In addition, where Employee/s requests an Accrued Day Off arrangement, the Company will consult with the Employee/s about that request.

38. WORK ON AN ACCRUED DAY OFF OR ROSTERED DAY OFF

38.1 Where the Company requires an Employee to work on an Accrued Day Off or a Rostered Day Off, the Employee must elect to:

- (a) allow the day off to be Banked and take the day off in the same Roster Cycle, or the Roster Cycle subsequent to the Roster Cycle, that the day falls due as a day off without loss of pay;
- (b) accrue an additional day of Annual Leave. A maximum of ten (10) such days can be accrued per year; or
- (c) be paid for the work at the appropriate overtime rate of pay in accordance with clause 45 of this Agreement in full satisfaction of the obligation on the Company under this clause.

38.2 Should the Employee fail to elect either subclause 38.1(a), subclause 38.1(b) or subclause 38.1(c) above at the conclusion of the Roster Period during which this entitlement arises, then the Employee will be deemed to have elected subclause 38.1(b).

38.3 For the purposes of this clause 38, an Employee will be entitled to Bank or accrue a full day's leave under subclauses 38.1(a) or 38.1(b), regardless of whether he or she is required to work a full day's work on the Accrued Day Off or Rostered Day Off.

38.4 The minimum period that the Company will require an Employee to work on a Rostered Day Off is four (4) hours.

39. SCHEDULING ACCRUED DAYS OFF OR ROSTERED DAYS OFF ON PUBLIC HOLIDAYS

39.1 Where an Accrued Day Off or Rostered Day Off is Rostered, in respect of a particular Employee, on a Public Holiday, the Employee:

- (a) will receive payment for that day as though it had been worked in the normal course of their employment; and
- (b) will have their Ordinary Hours for the Roster Cycle in which that Public Holiday falls reduced by the number of Ordinary Hours that they would normally work in a day; and
- (c) have an additional day of annual leave credited to them.

Note

Public Holidays for 38 hour Shift Workers, 45 hour Shift Workers or Employees classified in the Journalists stream means only Good Friday and Christmas Day. For other Employees it also means the other public holidays set out in subclause 3.1(y)(ii).

For Employees other than Shift Workers this clause 39.1 will not apply to a day on which the Employee would not ordinarily work.

40. 38 HOUR SHIFT WORKERS, 45 HOUR SHIFT WORKERS AND JOURNALISTS – NOT WORKING PUBLIC HOLIDAYS

40.1 Where a 38 hour Shift Worker, 45 hour Shift Worker or an Employee employed as a Journalist is not Rostered or required to work on a public holiday set out in subclause 3.1(y)(ii) (– that is, a public holiday that a 38 hour Shift Worker, 45 hour Shift Worker or Journalist would otherwise be required to work):

- (a) the Company will be entitled to treat that day as one of the Employee's Rostered Days Off for the Roster Cycle in which that day falls; or
- (b) in respect of up to five of the public holidays listed in subclause 3.1(y)(ii) in a calendar year, the Company may direct the Employee to take the day off as annual leave, rather than as a Rostered Day Off, in which case that Employee's accrued annual leave will be reduced accordingly and they will retain the general entitlement to Clear Days off in a Roster Cycle as provided in subclause 36.1. Provided that:
 - (i) for those Employees to whom subclause 19.2 applies, the Company may direct the Employee to take any of the public holidays listed in subclause 3.1(y)(ii) off as annual leave; and
 - (ii) for all other Employees, an Employee may agree to this subclause applying to more than five of the public holidays listed in subclause 3.1(y)(ii) in a calendar year; or
- (c) the Company may Roster the Employee to take time off in lieu on that day, and the Employee's accumulated time off in lieu will be reduced accordingly.

41. REASONABLE WORKLOADS

41.1 The Company will ensure that, with the flexible working arrangements available under this Agreement, broken or split shifts will not be used and Employees will be Rostered with a reasonable workload over each Roster Cycle. In other words, there shall be no Rostering based on disciplinary or personal issues and the Company will ensure that, as far as possible to satisfy the needs of the business, there is reasonable spread of workload for the employees concerned.

42. ROSTERING FOR SPECIAL SPORTING EVENTS

42.1 For the purpose of this clause, 'Banking' or 'Bank' means accumulating, rather than taking, Rostered Days Off and/or Accrued Days Off.

42.2 The provisions of clauses 29.1, 36, 40, 37, 30, 38 and 39 do not apply during a Special Sporting Event, save that an Employee may Bank Rostered Days Off and Accrued Days Off that fall during the Special Sporting Event. The Company will, in its absolute discretion, be able to Roster Employees on Ordinary Hours.

- 42.3 In such circumstances, the Company may require the Employee to Bank up to seven (7) days off where such days are otherwise Rostered to be taken within the 14 days prior to or after the completion of a Special Sporting Event.
- 42.4 The Company will use its best endeavours to give all Employees who are required to work during (and for the purposes of) a Special Sporting Event maximum notice of those requirements.
- 42.5 Notwithstanding anything contained in this clause:
- (a) where an Employee works for more than twelve (12) hours on any shift during (and for the purposes of) a Special Sporting Event (not including any meal break), those additional hours (in excess of the first twelve (12)) will be regarded as overtime hours and will be paid for in accordance with clause 45 of this Agreement;
 - (b) Employees will be paid overtime in accordance with clause 45 of this Agreement if, in any Roster Period during which they are required to work on or for the purposes of a Special Sporting Event, they work more than the maximum number of Ordinary Hours prescribed by subclause 29.3(a) and 29.3(b) of this Agreement;
 - (c) no Employee will be required to work on more than 10 consecutive days during a Special Sporting Event; and
 - (d) Employees will have at least two Clear Days off after working on a Special Sporting Event, which will be Rostered as Rostered Days Off in accordance with clause 36.
- 42.6 Work performed by Employees during (and for the purposes of) a Special Sporting Event will attract an allowance or loading, the amount of which will be determined solely by the Company, from time to time.

43. SHORT TERM OVERSEAS NEWS ASSIGNMENTS

- 43.1 For the purpose of this clause, 'Banking' or 'Bank' means accumulating, rather than taking, Rostered Days Off and/or Accrued Days Off.
- 43.2 The provisions of clauses:
- (a) 23.4 (Night Shift Loading);
 - (b) 23.6(b) (Penalties for 38 hour Workers);
 - (c) 23.7 (On Call Loading);
 - (d) 29 (Hours of Work);
 - (e) 30 (Rescheduled Ordinary Time Hours of Work);
 - (f) 31 (Meal Break);
 - (g) 32 (Rest Periods after Hours of Work);
 - (h) 33 (Broken Shifts);
 - (i) 34 (Recall to Work);
 - (j) 35 (Post of Rosters, Attendance and Roster Changes);
 - (k) 37 (Accrued Day Off);
 - (l) 38 (Work on an RDO or ADO);
 - (m) 39 (Scheduling an ADO or RDO on a Public Holiday); and
 - (n) 45 (Overtime),

do not apply to an Employee on a Short Term Overseas News Assignment, save that an Employee may Bank Rostered Days Off and Accrued Days Off that fall during the Short Term Overseas News Assignment. The Company will, in its absolute discretion, be able to Roster Employees on Ordinary Hours.

- 43.3 In such circumstances, the Company may require the Employee to Bank up to seven (7) days off where such days are otherwise Rostered to be taken within the 14 days prior to or after the completion of a Short Term Overseas News Assignments.
- 43.4 The Company will use its best endeavours to give all Employees who are required to work on Short Term Overseas News Assignments maximum notice of those requirements.
- 43.5 Notwithstanding anything contained in this clause:
- (a) where an Employee, other than a 45 hour Shift Worker, works for more than twelve (12) hours on any shift during (and for the purposes of) a Short Term Overseas News Assignment, those additional hours (in excess of the first twelve (12)) will be regarded as overtime hours and given as time off lieu in accordance with clause 45.5 of this Agreement;
 - (b) where a 45 hour Shift Worker works for more than fourteen (14) hours on any shift during (and for the purposes of) a Short Term Overseas News Assignment, those additional hours (in excess of the first fourteen (14)) will be regarded as overtime hours and given as time off in lieu in accordance with clause 45.5 of this Agreement;
 - (c) if during any Roster Period during which they are required to work on or for the purposes of a Short Term Overseas News Assignment, an Employee works more than the maximum number of Ordinary Hours prescribed by subclause 29.3(a) and 29.3(b) of this Agreement, the Employee will not be entitled to any additional overtime payment or TOIL because the Employee will already have been compensated for this time either as TOIL under clause 43.5(a) or 43.5(b) as relevant, or the loading under clause 43.6 below;
 - (d) for the purpose of a counting hours worked in a Roster Period, the number of hours worked on a day during a Short Term Overseas News Assignment will be the number of actual hours worked on a day, up to a maximum of 9 hours in the case of a 45 hour Shift Worker and 7.6 hours in the case of a 38 hour Worker or 38 hour Shift Worker;
 - (e) an Employee on a Short Term Overseas News Assignment will be deemed to have requested to be compensated for overtime in connection with the Short Term Overseas News Assignment as time off in lieu in accordance with clause 45.5 of this Agreement; and
 - (f) Employees will have at least two Clear Days off after working on a Short Term Overseas News Assignment of 10 days or more, which will be Rostered as Rostered Days Off in accordance with clause 36.
- 43.6 Work performed by Employees during (and for the purposes of) a Short Term Overseas News Assignment will attract a loading, of \$216.95 for each day that the Employee is on a Short Term Overseas News Assignment. This loading is in addition to any per diems. From the first pay period on or after 1 July 2014 the loading will increase to \$221.84.

43.7 For the avoidance of doubt:

- (a) periods of leave taken in conjunction with a Short Term Overseas News Assignment are not part of the Short Term Overseas News Assignment and will not receive the loading under this clause; and
- (b) the loading is not payable in respect of any time off in lieu, clear days off, banked RDOs or ADOs which are given following the end of the Short Term Overseas News Assignment.

44. PAYMENT FOR WORK ON PUBLIC HOLIDAYS

44.1 Where an Employee is entitled to a Public Holiday and is required to work on that day, the Employee will be paid a loading of two and a half times the Employee's Base Rate of Pay plus Margin (if applicable) for all work performed on that day.

44.2 Employees who are required to work on Public Holidays will be paid for a minimum of four (4) hours.

44.3 Where an Employee is entitled to, and works on, a Public Holiday, the Employee may, in lieu of the penalty payments referred to above, elect to take an alternative day as a day off in lieu. Should the Employee so elect, the Employee will take the day off in lieu without loss of pay (calculated at the Ordinary Time Rate of Pay otherwise applicable to that day).

44.4 The Company will endeavour that work on a Public Holiday is spread evenly among the Employees in the department concerned, having regard to the skill requirements of the Company.

45. OVERTIME

45.1 The dynamic nature of the Company's business and the unexpected demands of the news industry means that Employees may be required to work reasonable overtime.

45.2 Employees other than 45 hour Shift Workers

Employees other than 45 hour Shift Workers may be required to work reasonable overtime, provided that hours in excess of 45 hours per Roster Period may only be worked by agreement of the Employee. Employees will not unreasonably refuse to work beyond 45 hours in a Roster Period.

45.3 45 Hour Shift Workers

An Employee who is a 45 hour Shift Worker may be requested to work hours in excess of those Rostered if there is a fundamentally important job to be done and no work health and safety issue will arise by the Employee working the extra hours, provided that hours in excess of 45 hours per Roster Period may only be worked by agreement of the Employee. The Company will not unreasonably request Employees, and Employees will not unreasonably refuse, to work beyond 45 hours in a Roster Period.

45.4 Overtime Rates

- (a) All overtime penalty payments will be calculated on each Ordinary Hour or part thereof, worked and paid on the relevant Employee's Base Rate of Pay, plus the Margin (if any) but not including any shift loading payable under clauses 23.2, 23.3 or 23.6(a) ('Overtime Penalty Payment').

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(b) Employees - other than 38 hour Shift Workers and 45 hour Shift Workers – who work outside the Ordinary Hours as determined by and set out in the Roster or on Transferred Hours in accordance with clause 38 will be paid:

(i) at the rate of time and a half for the first two hours and double time thereafter, Monday to Friday inclusive;

(ii) at the rate of time and three quarters for the first two hours and double time thereafter, on Saturdays;

(iii) at the rate of double time for Sundays; and

(iv) at the rate of triple time and one half for Public Holidays,

provided that for 38 hour Workers, these overtime penalties will only be paid for hours worked in addition to their Rostered Hours. For these Employees, for Ordinary Hours worked outside the span of ordinary hours specified in clause 29.2(a), the penalties in clause 23.6(b) will apply instead.

(c) A 38 hour Shift Worker or 45 hour Shift Worker who works outside the Ordinary Hours as determined and set out in the Roster or on Transferred Hours in accordance with clause 38 will be paid an Overtime Penalty Payment of time and three quarters.

(d) Overtime penalties payable to 38 hour Shift Workers and 45 hour Shift Workers pursuant to this clause are in substitution for rather than in addition to shift penalties payable under subclause 23.2 or 23.3.

45.5 Time off in lieu

In respect of any overtime required to be worked by the Company, where an Employee requests, and the Company agrees, an Employee may be compensated for a period of overtime worked as time off in lieu, rather than being paid overtime rates, provided that:

(a) the Banked time off in lieu shall be taken at a time mutually agreed, or by the Company Rostering Banked time off in lieu;

(b) Banked time off in lieu will be taken as time off at single time; and

(c) on termination, all Banked but untaken time off in lieu will be paid at single time rates.

For the avoidance of doubt, in the absence of agreement that overtime will be compensated as time off in lieu, Overtime Penalty Payments will be paid in accordance with subclause 45.4.

PART SEVEN - LEAVE

46. PERSONAL CARER'S LEAVE

46.1 An Employee will be entitled to personal carer's leave in accordance with this clause. To the extent that the Act provides a more favourable outcome for an Employee in relation to personal/carer's leave in particular circumstances, the Employee will receive the benefit of that entitlement.

If an Employee has exhausted their paid personal carer's leave entitlement under this Agreement, the Employee should check with the Company to ascertain whether they may have a greater entitlement in a particular circumstance under the Act.

46.2 Personal Leave

- (a) An Employee, other than Casual Employees and Run of Show Employees, will be entitled to:
- (i) reasonable paid sick leave where the Employee, through illness or injury, is unfit to attend work; and
 - (ii) 10 days' paid carer's leave in each 12 month period as required by the Employee to provide care and support to a member of the Employee's Immediate Family or household who requires care or support because of a personal illness, injury or unexpected emergency,

(Personal Leave).

- (b) In considering whether the provision of ongoing sick leave is reasonable, the Company will take into consideration the following factors, where appropriate:
- (i) the nature of the Employee's illness;
 - (ii) the date on which the Employee proposes to return to work, if at all, including the operational impact of the ongoing absence/s;
 - (iii) the number of single day absences taken by the Employee as sick leave and the genuineness of those absences; and
 - (iv) any other relevant factors,

provided that the Company will not exercise its discretion to cease providing paid sick leave in any circumstances where the Employee has taken 15 days' or less sick leave in any 12 month period.

Nothing in this subclause prevents the Company from exercising its discretion to permit an Employee to take unpaid sick leave.

- (c) If requested by the Company, Employees will be required to supply satisfactory medical or statutory evidence in relation to Personal Leave. A leave application form as required by the Company must be completed by an Employee for each occasion of Personal Leave.
- (d) Personal Leave is not available to be taken as carer's leave if another person other than the Employee has responsibility for, or cares for, the same person in respect of which carer's leave is sought to be taken.
- (e) Notwithstanding the above, male Employees with 12 months' or more service with the Company may take up to five (5) Clear Days carer's leave on the birth or adoption of a dependent child.
- (f) Paid sick leave is not available in respect of an illness or injury that attracts an entitlement to workers' compensation entitlements.

46.3 Unpaid Carer's Leave

- (a) Unpaid carer's leave is provided for in the NES. Under the NES, an Employee is also entitled to a period of up to two (2) days' unpaid carer's leave for each occasion when the Employee is required to provide care or support in the event of a personal illness or injury to, or an unexpected emergency affecting, a member of the Employee's Immediate Family or household. Unpaid carer's leave is only available to an Employee if they have exhausted their entitlement to paid Personal Leave or other similar authorised leave during the period.
- (b) The Company may require a medical certificate or statutory declaration to be produced to substantiate unpaid carer's leave.
- (c) Unpaid carer's leave does not accumulate from year to year.

46.4 Compassionate Leave

- (a) An Employee is entitled to two (2) days of paid compassionate leave in the event that a member of the Employee's Immediate Family or household contracts or develops a personal illness, sustains an injury that poses a serious threat to their life or three (3) days of paid compassionate leave in the event that a member of the Employee's Immediate Family or household dies.
- (b) If requested by the Company, an Employee will be required to supply satisfactory evidence of the illness, injury or death.
- (c) Compassionate leave does not accumulate from year to year.

46.5 Domestic Violence Leave

The Company may at its discretion provide additional paid leave to an Employee where an Employee has made a confidential disclosure to the Company of an identified domestic violence situation and requesting leave from the workplace to address this situation.

46.6 Leave under this clause 46 will not be paid out on termination of employment.

47. ANNUAL LEAVE

- 47.1 All Employees other than 38 hour Shift Workers and 45 hour Shift Workers and Employees classified in the Journalists stream will be entitled to four (4) weeks' annual leave per annum. For these Employees, if a Public Holiday falls during a period of an Employee's annual leave, the Employee will have one additional day added to the Employee's annual leave.
- 47.2 All Employees classified in the Journalists stream will be entitled to six (6) weeks' annual leave per annum.
- 47.3 Employees classified in the Operations stream designated as a 38 hour Shift Worker or 45 hour Shift Worker will be entitled to six (6) weeks' annual leave per annum.
- 47.4 Employees engaged in accordance with clause 47.3 and employed immediately before 1 January 2017 and who are continuously employed by the Company since before 1 January 2017 will accrue an additional period of no more than five (5) Clear Days' annual leave per annum in accordance with the following schedule:

Number of Sundays and/or Public Holidays worked	Additional leave days accrued
0-18	0
19-21	1
22-24	2
25-27	3
28-30	4
31 or more	5

provided that:

- (a) in this subclause 47.3, Public Holiday means all public holidays set out in subclause 3.1(y)(ii); and
- (b) this subclause 47.3 does not apply to Employees to whom subclause 19.2 applies.

47.5 An Employee classified in the Operations stream designated as 38 hour Workers who works on Sundays and/or public holidays as part of their ordinary rostered hours of work will be entitled to additional annual leave as follows:

Number of Sundays and/or Public Holidays worked	Additional leave days accrued
Less than 6	0
6-8	1
9-11	2
12-14	3
15-17	4
18 or more	5

provided that in this subclause 47.5, Public Holiday means all public holidays set out in subclause 3.1(y)(ii).

47.6 Employees will be paid at their Ordinary Time Rate of Pay while on annual leave.

47.7 Excessive Annual Leave

- (a) The Company may require an Employee to take Excessive Annual Leave either in part or in whole at the discretion of the Company, provided that the Company gives the Employee four (4) weeks' notice in writing to do so.
- (b) In this subclause 'Excessive Annual Leave' means, in respect of a particular Employee, untaken annual leave that is more than 1.5 times the amount of that Employee's annual entitlement to annual leave.

47.8 Annual Closedown

- (a) The Company may close down the business or part of the business once a year during the period from the week leading up to Christmas Day to the end of the week following New Year's Day and direct Employees to take up to five days' annual leave during that period (including on those days), provided that this will be in addition to any right of the Company to direct an Employee to take annual leave in accordance with subclause 19.2 and 40.1(b).

- (b) If an Employee does not have any annual leave accrued for the whole of the period referred to in this subclause, the Company may require the Employee to take leave without pay for the balance of the close down period or the Employee may be granted annual leave in advance for this period at the Company's discretion, provided that the Company will generally grant annual leave in advance.

47.9 Notice of termination of employment can be given during a period in which an Employee is taking annual leave provided that, when the notice of termination of employment is given, the period of notice only runs from the end of the period of annual leave being taken by the Employee.

47.10 Employees who were being paid Annual Leave Loading immediately prior to the commencement of this Agreement will have the annual value of that Annual Leave Loading for the year prior to the commencement of this Agreement incorporated into their Margin from the first full pay period after commencement of this Agreement. Annual Leave Loading will no longer be payable.

47.11 Upon termination, Employees will be paid out their accrued but untaken annual leave.

47.12 Cashing out Annual Leave

At the request of an Employee, the Company may agree to cash out an amount of accrued annual leave, provided that:

- (a) the cashing out must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks;
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement between the Company and the Employee;
- (c) the Employee must be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone at the time the leave is being cashed out; and
- (d) the Employee's accrued annual leave entitlement will be reduced by the amount of annual leave cashed out.

48. SPECIAL AND DISCRETIONARY LEAVE

48.1 In addition to the leave set out in this Agreement, together with any entitlement that an Employee has to long service leave pursuant to clause 50, the Company will consider, on its merits, an application for paid leave (on the Ordinary Time Rate of Pay) not exceeding five (5) days per annum, where such leave is to be taken for reasons which relate to community benefit, such as charity work.

49. PARENTAL LEAVE

49.1 Parental leave is provided for in the NES.

49.2 Where an Employee is entitled to and takes maternity leave under the NES:

- (a) if at the time of commencing maternity leave, the Employee has one year's continuous service, the first six (6) weeks' maternity leave taken by an Employee will be paid leave on the Employee's Ordinary Time Rate of Pay;

- (b) if at the time of commencing maternity leave, the Employee has two years' continuous service, the first eight (8) weeks' maternity leave taken by an Employee will be paid leave on the Employee's Ordinary Time Rate of Pay; and
- (c) if at the time of commencing maternity leave, the Employee has three years' continuous service, the first ten (10) weeks' maternity leave taken by an Employee will be paid leave on the Employee's Ordinary Time Rate of Pay;
- (d) if at the time of commencing maternity leave, the Employee has four years' continuous service, the first twelve (12) weeks' maternity leave taken by an Employee will be paid leave on the Employee's Ordinary Time Rate of Pay;
- (e) if at the time of commencing maternity leave, the Employee has five years' continuous service, the first fourteen (14) weeks' maternity leave taken by an Employee will be paid leave on the Employee's Ordinary Time Rate of Pay.

49.3 For the purpose of this clause, any period of paid or unpaid parental leave and any other period of unpaid leave, will not count towards continuous service, provided that a period of paid parental leave will count towards continuous service for the purpose of calculating an entitlement to personal leave, annual leave, long service leave and redundancy. The continuing calculation of continuous service will recommence when an Employee returns to work on a permanent basis.

50. LONG SERVICE LEAVE

50.1 Employees with ten (10) or more years' continuous service will be entitled to paid long service leave equal to one sixtieth (1/60th) of the period of their continuous service. This equates to eight and two thirds' (8 2/3) weeks after 10 years' continuous service, and 13 weeks after 15 years' continuous service. The legislative provisions for long service leave in the state in which an Employee is ordinarily employed will otherwise apply. In the event that the provisions of that legislation are, in the case of a particular Employee, more generous than this provision, then subject to subclause 50.2, that legislation will exclusively apply.

50.2 After 10 years' continuous service with the Company an Employee may seek to cash out an amount of accrued but untaken long service leave on the following basis:

- (a) the Employee must provide a written election to the Company stating that they wish to cash out an amount of accrued long service leave; and
- (b) the Company, in its discretion, may then authorise the Employee to cash out the requested amount of accrued long service leave.

50.3 If an Employee cashes out an amount of accrued long service leave in accordance with subclause 50.2:

- (a) the Company will, within a reasonable time, give the Employee the amount of pay that they would have received if they had taken the long service leave that they have cashed out; and
- (b) the Employee will no longer be entitled to the long service leave they have cashed out. The Employee will otherwise accrue long service leave as set out in subclause 50.1.

51. DEBITING OF LEAVE ACCRUALS

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- 51.1 Leave taken by an Employee under clauses 46 to 50 will be deducted from their accrued entitlement at the rate of 7.6 hours per day. Employees will receive in lieu of such a deduction the equivalent amount that they would have received had they worked for that day - in the case of 45 hour Shift Workers, this will mean that they will be paid an amount equivalent to 9 hours' work.
- 51.2 An Employee who takes leave under clauses 46 to 50 during a particular Roster Period will have their Ordinary Hours reduced for the purposes of that Roster Period:
- (a) in the case of 45 hour Shift Workers, by 9 hours per day of leave; or
 - (b) in the case of Part-Time Employees, in accordance with their agreed work pattern; and
 - (c) in other cases, by 7.6 hours per day of leave.

PART EIGHT - MISCELLANEOUS

52. PERFORMANCE AND CLASSIFICATION REVIEW PROCESS

- 52.1 There shall be a consistent and ongoing process of performance review by the Company and Employees to ensure that Employees progress through the classification structure appropriately. The process of review will generally be in accordance with the following procedure:
- (a) A review of all Employees will occur on an annual basis. This date will be either the Employee's anniversary date, or an annual date to be determined by the Company when all performance reviews are conducted.
 - (b) Performance reviews will be conducted by the relevant supervisor/manager of each department with the Employee concerned. Each supervisor/manager required to conduct a performance review will be trained in the process of conducting such a review.
 - (c) Where an Employee does not agree with the outcome of the review, that Employee may appeal to the next most senior manager in that department. If that appeal fails (ie: the Employee is not satisfied with the outcome), they may raise the matter with Human Resources. No further internal appeal mechanism will be provided beyond Human Resources, and the Dispute Resolution Procedure in clause 9 will apply accordingly should the Employee still wish to contest the matter. An Employee utilising the internal appeal mechanism described in this subclause may elect to be represented either by their relevant union or by other professional sources at the request of that Employee.
 - (d) The criteria to progress through the classification structure and salary ranges set out in Schedules A and B will be mutually agreed between the manager / supervisor and the Employee during the completion of their annual performance review. If no agreement is possible, then the relevant parties may access the Dispute Resolution Procedure in clause 9.
 - (e) The criteria for progression will be based on qualifications, skills, experience, performance and the skill descriptors.

- 52.2 Employees may apply to change their classification level, or the stream in which they are employed. The Company will agree to such an application if:
- (a) there is a position available in the stream and at the classification level to which the Employee in question wishes to be changed;
 - (b) the Employee in question possesses the necessary skills, qualifications and experience required to perform at the level, or in the stream, to which they wish to be changed;
 - (c) the Employee in question obtains internal management approval to proceed with the requested change.

53. TRAINING REQUIREMENTS

- 53.1 Where it is agreed during an Employee's annual performance review that the Employee will undergo nominated training activities, that training will generally take place within the Employee's Ordinary Hours and within twelve (12) months of the annual performance review taking place.
- 53.2 The responsibility for arranging the particular training course is shared by the Employee and the Company – that is, the Employee may request a particular training course (internal or external) and the Company will approve the request, if the training course is considered appropriate and suitable taking into consideration, among other things, course content, timing and cost. Nothing in the subclause limits the Company's ability to arrange training for an Employee or a group of Employees.

54. VACANT POSITIONS

- 54.1 All vacant positions covered under this Agreement will be advertised internally, except where a position is commercially sensitive or part of an internal succession plan.

55. PRIVACY

- 55.1 The Company will not use video or audio equipment for the dominant purpose of monitoring the private activities of Employees without advising the Employees of its intention to do so, except where:

- (a) the Company reasonably suspects that an Employee is engaging in, or proposes to engage in, an unlawful activity; or
- (b) the Employee is engaging in an unlawful activity,

in which case the notification may, at the Company's discretion, be by general notice or, if the matter affects an individual, by individual notice.

- 55.2 This clause should not be interpreted to relieve the Company or the Employees of their obligations under occupational health and safety legislation which applies in each state, or the Company's right to maintain adequate security arrangements at each site.

56. MEDICAL EXAMINATION

- 56.1 The Company may at its expense require an Employee to undergo a medical examination by a registered doctor nominated by the Company. The Company will consider the

Employee's wishes in respect of the appointment of the doctor and a copy of any medical report furnished by such doctor shall be available to both parties.

56.2 The Company may require this medical examination for the purposes of:

- (a) determining whether granting the Employee ongoing sick leave is reasonable and appropriate; or
- (b) determining whether the Employee is capable of fulfilling the inherent requirements of the position; or
- (c) assessing the Employee's fitness for work and/or return to work after a period of sick leave; or
- (d) obtaining a second opinion where the Employee has provided a medical certificate/report.

57. AWARD RECONCILIATION

57.1 For the purpose of ensuring that an Employee is no worse off working under the Agreement than the Award:

- (a) in each Relevant Period a reconciliation will, if appropriate, be carried out by the Company comparing the Employee's overall earnings and the amount that the Employee would have earned had the Award applied for the Relevant Period and the Employee had been paid at the rates set out in the Award;
- (b) in the event that the reconciliation reveals that, in relation to the Relevant Period, there is a shortfall in the Employee's earnings (i.e. the Employee has earned less overall than the Employee would have earned overall had the Award applied to the Employee and the Employee been paid at the rates set out in the Award), then the Company will compensate the Employee by paying them that shortfall within 14 working days of completing the reconciliation;
- (c) where a request for a reconciliation is made by an Employee under this clause 57, the Company will carry out the reconciliation within 28 working days of the request;
- (d) the requirements under this clause 57 will be taken to have been satisfied in relation to monetary entitlements in relation to a Relevant Period if a reconciliation in accordance with this clause 57 would (if it was conducted) show that the Employee's overall earnings would be equal to or greater than what the Employee would have earned overall had the Award applied to the Employee and the Employee had been paid at the rates set out in the Award.

57.2 Relevant Period means:

- (a) the period of 3 months' service with the Company after the Commencement Date; or
- (b) the period between the expiry of the previous Relevant Period (or, if none, the Commencement Date of this Agreement) and the termination of the Employee's employment.

58. INCORPORATION OF AWARD TERMS

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58.1 Operations stream

The following clauses of the Award as at the commencement date of this Agreement are incorporated into this Agreement to apply in respect of Employees classified in the Operations stream as if they were terms of the Agreement:

- (a) clause 32.9 and 32.10 – Travel by rail, sea or air and change of residence;
- (b) clause 32.11 - Distant Engagement;
- (c) clause 18.8 - Protective Clothing Allowance;
- (d) clause 32.14 – Reimbursement against death or disability outside of Australia; and
- (e) clause 18.7 - Tools of Trade Allowance.

58.2 Journalists stream

The following clauses of the Award as at the commencement date of this Agreement are incorporated into this Agreement to apply in respect of Employees classified in the Journalists stream as if they were terms of the Agreement:

- (a) clause 49.2 - Air Travel Reimbursements;
- (b) clause 49.3 - Special Risks Reimbursements;
- (c) clause 49.4 – Spectacles Allowance; and
- (d) clause 51 - Transfers.

59. NO EXTRA CLAIMS

- 59.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in full settlement of all existing claims made by the MEAA, the CPSU, the Employees or on behalf of the Employees for the life of the Agreement.
- 59.2 It is a term of this Agreement that the Employees, the MEAA and CPSU will not pursue any extra claims for improvement in wages or other terms and conditions of employment for the duration of this Agreement.
- 59.3 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision of the Australian Industrial Relations Commission, Fair Work Australia or any other court, commission or tribunal handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.
- 59.4 The Employees, the CPSU and the MEAA agree that they will not take protected action during the nominal term of this Agreement. The parties agree that this Agreement is intended to cover the field of the Employees' employment to the extent they are to be regulated by collective industrial instruments.

SCHEDULE A - CLASSIFICATION STRUCTURE AND STREAMS

Employees will be engaged under the following classifications structure and streams.

Level	Operations	Journalists
Level 10	Supervisor Major Production and or Transmission	Executive Producer
Level 9	Specialist Major Production and or Transmission	Specialist Journalist / Producer
Level 8	Multi Discipline Senior and or Senior Specialist	
Level 7		Senior Journalist
Level 6	Multi Discipline and or Specialist	
Level 5		Journalist or Publicist
Level 4	Single Discipline Senior and or Multi Discipline Operator	
Level 3	Single Discipline Operator A	
Level 2	Single Discipline Operator B	Cadet
Level 1	Trainee	

Streams	Employees	Classifications Contained
OPERATIONS	Technical, operational and production Employees who fall within the scope of this Agreement	Level 1, 2, 3, 4, 6, 8, 9 and 10
JOURNALISTS	Employees covered by the Journalists Award who fall within the scope of this Agreement.	Level 2, 5, 7, 9 and 10

CLASSIFICATION TRANSLATION TABLE from 2013 to 2016 Enterprise Agreement

2013 Enterprise Agreement	2016 Enterprise Agreement
Level 12	Level 10
Level 11	Level 9
Level 10	Level 8
Level 8	Level 7
Level 7	Level 6
Level 6	Level 5
Level 5	Level 4
Level 4	Level 3
Level 3	Level 2
Level 2	Level 1

Level 10. Operations: Supervisor Major Production/ Transmission

Reports to: Department Head or his/her delegate

Skills and Competencies held and exercised:

- Holds an in depth knowledge and experience of the Technical and Operational processes in major production and transmission centres. (A minimum of 6 years experience covering all aspects of television operational and maintenance activities is advisable for engineering positions).
- Is able to operate, prepare, maintain, or manage equipment either directly or under delegated control.
- Is able to directly supervise and train staff to operate, prepare, maintain, and or manage equipment inclusive of OH&S and other statutory requirements.

Duties and Responsibilities:

- Takes responsibility for the smooth and effective supervision of a section and or sections.
- Directly responsible for the planning, development and execution and or implementation of major projects that have a significant bearing on a production or broadcast transmission requirement.
- Can be required to train, coordinate, or supervise other section supervisors.
- Assists in managing the performance of other employees.
- Assists on assessment, selection and recruitment of staff.
- Plans and directs the work of technical, operational and engineering personnel inclusive of all statutory requirements.
- Coordinates employees on projects requiring complex and specialised knowledge.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

10. Journalists: Executive Producer

Reports to: Programming/Editorial Department Head

Skills and Competencies held and exercised:

- Possesses an in depth knowledge of the design, production, delivery and postproduction of programmes in major production and transmission centres.
- Has a working knowledge of the Free TV code of practice and editorial and legal policies relevant to role being performed directly or under delegated control.

Duties and responsibilities:

- Takes responsibility for all production and editorial aspects of a program, programmes or program elements including the direction and control of production and editorial personnel.
- Responsible for the planning, development and execution or implementation of production and editorial processes.
- Involved in the production of programs.
- Supervises and directs other producers.
- May from time to time be required to assist in the management of other employees' job performance.
- Coordinates and directs general and specialist employees on projects requiring specialised and complex production and editorial knowledge.

9. Operations: Specialist Major Production/Transmission

Reports to: Department Head or his/her delegate

Skills & Competencies held and exercised:

- Holds an in depth knowledge and experience of the Technical and Operational processes in major production and transmission centres. (A minimum of 6 years experience covering all aspects of television operational and maintenance activities is advisable for engineering positions).
- Is able to operate, prepare, maintain, or manage equipment either directly or under delegated control.
- Is able to supervise and train staff to operate, prepare, maintain, and or manage equipment under delegated control inclusive of OH&S and other statutory requirements.

Duties and Responsibilities:

- Performs such duties as, but not limited to planning, developing, implementing and managing projects requiring complex and specialised knowledge or such elements of projects involved in major productions or transmission.
- Is able to train, coordinate and supervise other staff.
- Plans and directs the work of general and specialist technical, operational and engineering personnel as required.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

9. Journalists: Specialist Journalist/ Producer

Specialist Journalist:

Reports to: Chief of Staff

Skills & Competencies held and exercised:

- Classification at this level is not based on years experience. Rather, it is based on the demonstrated exceptional reporting skills.

Duties and Responsibilities:

- Typically assigned but not limited to a permanent brief such as Police Rounds, State Rounds, Court Rounds etc.
- May be assigned a series of watching briefs.
- Is responsible for gathering information and interviews on an issue or event required for production into a read or story within a program.
- Responsible for the accurate and timely production of written and packaged video reports as required for the respective program.
- Provides specialist editorial advice on their assigned brief in a manner to compliment the endeavours of the program.
- May act as a field producer coordinating a live cross or outside broadcast element of a program.

Producer:

Reports to: An Executive Producer

Skills and Competencies held and exercised:

- Possesses an in depth knowledge of the design, production, delivery and postproduction of programmes in a major production.
- Has a working knowledge of the Free TV Code of Practice and editorial and legal policies relevant to the role being performed.
- Sound editorial judgement of elements contained in major productions or transmission.

Duties and Responsibilities:

- Takes responsibility for the accurate and timely processing of editorial elements of a program.
- May be required to supervise the studio operations of an editorial program in transmission.
- May be required to coordinate and control the work of other Producers or Journalists and production personnel.
- May perform the role of reporter as and when required.

8. Operations: Multi Disciplined Senior and or Senior Specialist

Multi Disciplined Senior: Recognised by the department head as having reached senior or supervising operator status within more than one section or area of expertise.

Skills & Competencies held and exercised:

- Is able to work with little or no supervision and is responsible for own work outcomes.
- Is able to operate, prepare, maintain, or manage equipment either directly or under delegated control.
- Is able to supervise and train staff to operate, prepare, maintain, and or manage equipment under delegated control.

Duties and Responsibilities:

- Carries out and/or leads in the performance of a number of disparate and quite unrelated tasks. May be regarded as a supervisor/shift leader.
- Is able to provide on the job training to less experienced staff in those disciplines and tasks with which the employee has demonstrated and recognised expertise.
- Is able to routinely perform multi and cross-skilling duties as and where directed.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

Senior Specialist: Recognised by the department head as an employee with specialist skills in engineering or skills applicable to a production, program or broadcast transmission requirement; and assigned such tasks by roster.

Duties and Responsibilities:

- Is required to plan, develop and implement specialised work processes required for engineering, production, project or broadcast transmission related tasks.
- Is required to work without supervision and is responsible for own work outcomes.
- Is able to supervise other specialists and other lower classifications under delegated authority.
- Is able to provide specialist advice on elements of a project, production or transmission task.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

7. Journalists: Senior Journalist / Producer (News)

Reports to: Chief of Staff

Skills and Competencies held and exercised:

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- Is considered to exercise well developed reporting and interviewing skills.
- May be required to coordinate and control the work of other Journalists.

Duties and Responsibilities:

- Works unsupervised in the gathering of information and interviews and the preparation of those materials into packaged video reports for a program.
- May be assigned other related duties such as but not limited to research, assisting other reporters in the preparation of their material and other such related on air related material.

6. Operations: Multi-Disciplined and/or Specialist Operator

Multi-Disciplined Operator: Performs a number of disparate and quite unrelated tasks within a section or department but is recognised as having achieved specialist operator status in at least one area of expertise.

Reports to: May report to a senior multi-disciplined operator or supervisor or shift leader while working with limited supervision.

Skills and Competencies held and exercised :

- Holds a specialised and/or working knowledge of the Technical and Operational processes with the department/departments.
- Is able to operate, prepare or maintain equipment with minimal supervision.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

Duties and Responsibilities:

- Is able to routinely perform as acting shift leader multi-skilling duties as and where directed.
- Is able to work under limited supervision and is responsible for own work outcomes.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.
- Is able to assist other staff in the operation, preparation, maintenance and management of equipment under delegated control.

Specialist Operator: Recognised by the department head as having, and regularly required to use, a specialist skill for a project, program or broadcast transmission.

Reports to: May report to a senior multi disciplined operator, specialist, or supervisor and may work with limited supervision and is responsible for own work outcomes.

Skills and Competencies held and exercised:

- Holds a specialised and/or working knowledge of the Technical and Operational processes within the department/ departments.
- Is able to operate, prepare or maintain equipment with minimal supervision.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

Duties and Responsibilities:

- Is able to assist in the planning, development and implementation of specialised work functions required for a production, project or transmission task.
- Is able to routinely perform as shift leader on specialist duties as and where directed.
- Is able to work under limited supervision and is responsible for own work outcomes.
- Is able to assist other staff in the operation, preparation, maintenance and management of equipment under delegated control.
- Is able to routinely perform specialist duties as and where directed.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

5. Journalists: Journalist

Journalist: Reports to a Chief of Staff.

Duties and Responsibilities:

- Works unsupervised but under direction in the gathering of information and interviews.
- Works unsupervised but under direction in the preparation of information and interviews into packaged video reports for a program.
- Responsible for own work outcomes.
- Might be assigned watching briefs and special reports.

Publicist: Typically reports to a programming executive or publicity manager.

Duties and Responsibilities:

- Gathers information and interviews for the preparation and dissemination of materials promoting programs, projects and other Company endeavours.
- Works unsupervised but under direction and responsible for own work outcomes.

4. Operations: Single Discipline Senior/Multi Discipline Operator

Single Discipline Senior: Performs single discipline tasks with limited requirement to multi-skill.

Recognised as a single discipline senior or shift leader through skills and competencies achieved and demonstrated as acknowledged by the department head or supervisor.

Skills and Competencies held and exercised:

- Is able to operate, prepare or maintain equipment without supervision, but under direction.
- Displays competent, reliable and predictable performance of single discipline tasks under direction and/or without supervision.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

Duties and Responsibilities:

- Is able to work without supervision, but works under direction.
- Responsible for own work outcomes.
- Is able to act as team leader directing and supervising the work of other operators.

Multi Discipline Operator: Performs a number of disparate and quite unrelated tasks at equal levels of competence, knowledge and skills.

Recognised by the department head as having achieved competent operator status within more than one area of expertise.

Skills and Competencies held and exercised:

- Displays competent, reliable and predictable performance of multi discipline tasks under direction and/or without supervision.
- Is able to operate, prepare or maintain equipment without supervision, but under direction.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

Duties and Responsibilities:

- Is able to work without supervision, but works under direction.
- Responsible for own work outcomes.
- Is able to act as team leader directing and supervising the work of other operators.

3. Operations Single Discipline Operator A

Single Discipline Operator A: Skilled and accomplished operator who can confidently be rostered to perform a shift without direct supervision.

Skills and Competencies held and exercised:

- Is able to operate, prepare or maintain equipment without supervision, but under direction.
- Is able to perform the duties of lesser classifications as required to suit the needs of the business.

Duties and Responsibilities:

- Performs single discipline tasks such as but not limited to camera operator or technical director with irregular requirement to multi-skill.
- Works unsupervised but under direction.
- Responsible for own work outcomes.
- May exercise limited discretion and judgement.

2. Operations: Single Discipline Operator B

Single Discipline Operator: Developing operator who has a basic knowledge and understanding of the job.

Skills and Competencies held and exercised:

- Is able to operate, prepare or maintain equipment under supervision.
- Is capable of performing tasks in the areas of Production, Engineering or Broadcast transmission without supervision
- Above entry level operational knowledge with relevant industry experience and understanding of the role requirements.
- Competencies demonstrated and achieved are relevant to the task.

Duties and Responsibilities:

- Performs single discipline tasks of a less demanding nature such as but not limited to News Camera Assistant, Lighting Assistant, Stage Hand and or General Clerical duties with no requirements to multi-skill.
- Works under supervision.
- Limited responsibility for own work outcomes.
- Exercises minimal judgement, but is able to use discretion within level of current skills.

2. Journalists: Cadet

Journalists:

Cadet: Holds relevant tertiary qualifications and has less than twelve months experience.

Duties and Responsibilities:

- A 'learning and doing' position exercising minimal judgement.
- Works under close supervision and direction.
- Responsible for own work outcomes, but under supervision.

1. Operations: Trainee

Skills and Competencies held and exercised:

- Holds minimal relevant industry experience.
- May be undertaking or have previously completed supplementary industry training external to any employer-based program.
- Holds basic computer skills.
- Is able to exercise minimal judgement.

Duties and Responsibilities:

- Undertakes duties of a minor nature.
- Works under supervision.
- Limited responsibility for own work outcomes.
- Exercises minimal judgement, but is able to use discretion within level of current skills.

SCHEDULE B - BASE RATES OF PAY

From the first full pay period on or after 1 January 2016

Classification	38 hour Day Worker	38 hour Worker	38 hour Shift Worker	45 hour Shift Worker
EBA Level	Minimum Base Rate of Pay	Minimum Base Rate of Pay + 15% loading	Minimum Base Rate of Pay + 30% loading	Minimum Base Rate of Pay + 60% loading
10	\$80,654.52	\$92,752.70	\$104,850.87	\$129,047.20
9	\$71,543.84	\$82,275.42	\$93,007.01	\$114,470.14
8	\$58,998.77	\$67,848.59	\$76,698.40	\$94,398.01
7	\$64,446.26	\$74,113.20	\$83,780.17	\$103,114.06
6	\$53,440.54	\$61,456.62	\$69,472.72	\$85,504.88
5	\$44,776.30	\$51,492.75	\$58,209.19	\$71,642.08
4	\$47,787.23	\$54,955.31	\$62,123.40	\$76,459.57
3	\$45,433.85	\$52,248.93	\$59,064.00	\$72,694.16
2	\$39,475.68	\$45,397.03	\$51,318.38	\$63,161.05
1	\$38,755.70	\$44,569.05	\$50,382.41	\$62,009.12

From the first full pay period on or after 1 January 2017

Classification	38 hour Day Worker	38 hour Worker	38 hour Shift Worker	45 hour Shift Worker
EBA Level	Minimum Base Rate of Pay	Minimum Base Rate of Pay + 15% loading	Minimum Base Rate of Pay + 30% loading	Minimum Base Rate of Pay + 60% loading
10	\$82,267.61	\$94,607.75	\$106,947.89	\$131,628.17
9	\$72,974.72	\$83,920.93	\$94,867.14	\$116,759.55
8	\$60,178.75	\$69,205.56	\$78,231.63	\$96,286.00
7	\$65,735.18	\$75,595.46	\$85,455.73	\$105,176.28
6	\$54,509.35	\$62,685.75	\$70,862.16	\$87,214.96
5	\$45,671.83	\$52,522.60	\$59,373.38	\$73,074.93
4	\$48,742.97	\$56,054.41	\$63,365.86	\$77,988.75
3	\$46,342.53	\$53,293.91	\$60,245.29	\$74,152.85
2	\$40,265.19	\$46,304.97	\$52,344.75	\$64,424.30
1	\$39,530.81	\$45,460.43	\$51,390.05	\$63,249.30

Schedule C – Off time book and Partial Exemption Rates and Ordinary Time Rate Caps

Table 1 – Off time Book Rates

Effective Date	38 hour Workers and 38 hour Day Workers	38 hour Shift Workers	45 hour Shift Workers
First full pay period to commence on or after 1 January 2016	\$97,902.22	\$127,272.84	\$156,643.55
First full pay period to commence on or after 1 January 2017	\$99,860.26	\$129,818.29	\$159,776.42

Table 2 – Partial Exemption Rates

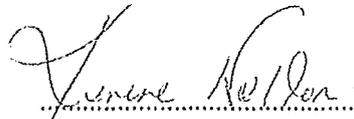
Effective Date	38 hour Workers and 38 hour Day Workers	Partial Exemption Rate for 38 hour Shift Workers	Partial Exemption Rate for 45 hour Shift Workers
First full pay period to commence on or after 1 January 2016	\$86,817.14 per annum	\$112,402.52 per annum	\$144,695.21 per annum
First full pay period to commence on or after 1 January 2017	\$88,553.48 per annum	\$114,650.57 per annum	\$147,589.11 per annum

Table 3 – Severance and Voluntary Separation Payment Ordinary Time Rate Caps

Effective Date	Ordinary Time Rate Cap – Fixed Term	Ordinary Time Rate Cap – Other employees
First full pay period to commence on or after 1 January 2016	\$92,468.76 per annum	\$144,695.21 per annum
First full pay Period to commence on or after 1 January 2017	\$94,318.14 per annum	\$147,589.11 per annum

EXECUTED as an Agreement

SIGNED for and on behalf of the
EMPLOYEES
by an authorised representative
and in the presence of)
)
)
)


Signature of authorised representative


Signature of witness

Andrew Crowley
Name of witness (print)

KARENE WALTON
Name of authorised representative (print)

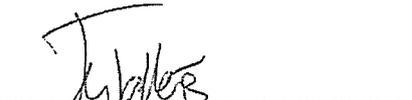
245 CHALMERS ST RUSSELL 2016

Address of authorised representative

ACTING CHIEF EXECUTIVE
MEAA Office held

SIGNED for and on behalf of the
EMPLOYEES
by an authorised representative
and in the presence of)
)
)
)


Signature of authorised representative


Signature of witness

JONATHAN WALTERS
Name of witness (print)

LISA NEWMAN
Name of authorised representative (print)

L10, 440 COLLINS ST MELB VIC 3000
Address of authorised representative

CPS4 DEPUTY NATIONAL PRESIDENT
Office held

SIGNED for and on behalf of the
SEVEN NETWORK (OPERATIONS)
LIMITED
by an authorised officer in the presence of:)
)
)
)


Signature of authorised officer


Signature of witness

Trent Dickson
Name of witness (print)

32-42 PIRRAMAROO
FAIRMONT
Address of authorised representative

DANNY KLEPAC
Name of authorised officer (print)

CMT WORKFORCE TRANSFORMATION
Office held

7 February 2017

Fair Work Commission
Level 10, Terrace Tower, 80 William Street
East Sydney NSW 2011

To whom it may concern

**AG2016/7914 – Application for Approval of the Seven Network (Operations)
Limited Agreement 2016**

We write in relation to correspondence with the Fair Work Commission on 30 January and 7 February 2017.

As foreshadowed in that correspondence, Seven Network (Operations) Limited proposes to give the following undertaking:

Seven Network (Operations) Limited undertakes under section 190 of the *Fair Work Act 2009* (Cth) that while the Seven Network (Operations) Limited Agreement 2016 (**Agreement**) operates:

1. In relation to Clause 50.2 of the Agreement, it will not cash out long service leave, unless provided for in the applicable State legislation applying to the employee;
2. An employee will not receive a payment in lieu of notice that is less than the amount required under the National Employment Standards;
3. It will not employ 38 Hour Day Workers under the classifications Level 2 and Level 5 in the journalist stream on a casual basis;
4. It will pay casual 38 Hour Day Workers engaged under the classifications Level 1 to Level 6 in the operations stream a minimum hourly rate of pay (including casual loading) no less than the minimum hourly rate of pay (including casual loading) which they would have received under the relevant Broadcasting and Recorded Entertainment Award (**Award**) classification, had the Award applied to their employment; and
5. It will pay casual 38 Hour Workers engaged under the classification Level 5 in the journalist stream a minimum hourly rate of pay (including casual loading) no less than the minimum hourly rate of pay (including casual loading) which they would have received under the relevant Award classification, had the Award applied to their employment.

We have consulted with the Media Entertainment and Arts Alliance and the Community and Public Sector Union who have confirmed that they have no objections to the undertakings provided.

Yours faithfully



Danny Klepac
General Manager - Workforce Transformation

CC: Katelin McInemey, Media Entertainment and Arts Alliance
Jono Walters, Community and Public Sector Union

Seven Network (Operations) Limited, ABN 65 052 845 262

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