



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Network Ten Pty Limited

(AG2011/11908)

NETWORK TEN STAFF ENTERPRISE AGREEMENT 2011

Broadcasting and recorded entertainment industry

SENIOR DEPUTY PRESIDENT
HAMBERGER

SYDNEY, 9 SEPTEMBER 2011

Application for approval of the Network Ten Staff Enterprise Agreement 2011.

[1] An application has been made for approval of an enterprise agreement known as the Network Ten Staff Enterprise Agreement 2011 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Media, Entertainment and Arts Alliance (MEAA) and the CPSU, the Community and Public Sector Union (CPSU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and will operate from 16 September 2011. The nominal expiry date of the Agreement is 27 April 2014.



SENIOR DEPUTY PRESIDENT

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**NETWORK TEN
STAFF ENTERPRISE AGREEMENT 2011**

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THE NETWORK TEN STAFF ENTERPRISE AGREEMENT 2011

1. Name

This Agreement is known as the Network Ten Staff Enterprise Agreement 2011 (the "Agreement").

1.1 Commencement Date, Nominal Expiry Date and Renegotiation

1.1.1 This Agreement commences on the Commencement Date and has a nominal expiry date of 27 April 2014.

1.1.2 If requested by the Alliance, the CPSU or the Employer, the parties will meet in the three months prior to the nominal expiry date of this Agreement to commence negotiations for an agreement to replace this Agreement.

1.2 Coverage

1.2.1 Subject to **subclause 1.3.2**, this Agreement covers -

- Network Ten Pty Limited ("TEN") ABN 91 052 515 250, Network Ten (Adelaide) Pty Limited (ACN 007 577 666) and Network Ten (Perth) Pty Limited (ACN 009 108 614);

- the employees of TEN who are employed in the classifications described in Schedule B – Television Broadcasting and Schedule D – Journalists of the Award; and

- the Media, Entertainment and Arts Alliance ("Alliance") and the Community and Public Sector Union ("CPSU") (subject to Fair Work Australia noting the Agreement covers the Alliance and the CPSU under section 201 of the Act).

1.2.2 This Agreement does not cover employees in the following positions:

- (a) Station Engineering Manager or equivalent (most senior engineering role per site);
- (b) Broadcast Manager/Broadcast Operations Manager/Operations Manager (most senior operations role per site);
- (c) Director of News per site;
- (d) Contracted Presenters;
- (e) Executive Producers; and
- (f) News Editors - 2IC in Station Newsroom.

1.3 Partial Exemptions

1.3.1 Employees entitled to a Total Employment Cost per annum equal to or more than the TEC Exemption as at the relevant date will only be entitled to the benefits of **clauses 6** and **12** of the Agreement. The TEC Exemption will be \$135,336 as at the Commencement Date, \$139,396 as at 28 April 2012 and \$143,578 as at 28 April 2013. For the purposes of this **clause 1.3.1**, the relevant dates are the Commencement Date, 28 April 2012 and 28 April 2013.

1.3.2 The following clauses of this Agreement do not apply to Employees in the following positions:

- (a) Deputy Chief Engineer or equivalent - per site;
- (b) Chief of Staff - per site;
- (c) Department Supervisor (works without supervision, has budgetary responsibilities, has staff management including recruitment responsibilities);
- (d) Senior News Producers; and
- (e) Senior Sports Producers.

CLAUSE NO.	TITLE
2	The Employment Relationship
3	Hours of Work
3.1	Ordinary Hours of Duty
3.2	Beginning and end of hours
3.3	On-call
3.4	Recall to duty
3.5	Shift Penalties
3.6	Work Patterns
3.7	Overtime
3.8	Time off in lieu
3.9	Days off
3.10	Change to days off
3.11	Roster and Change to Roster
3.13(b)	Public Holidays
3.14	Meal Break
3.15	STOA
4	Job Classification and Grading Process
5.1	Wage Adjustment
5.2	Absorption
5.4	Higher Duties Allowance
8.1	Time Records
10.5.2	Additional annual leave

1.4 Relationship to Award and Other Instruments

- 1.4.1 This Agreement rescinds and replaces all other collective agreements between the parties, whether registered or certified or not, including the Network Ten Pty Limited Staff Enterprise Agreement 2008 and will operate in the place of and to the exclusion of any other collective industrial instrument (including the Award, any NAPSA, other federal award as amended, replaced or superseded from time to time) that might otherwise apply to the employment of Employees.

This Agreement may be read in conjunction with any policy referred to in it. These policies do not form part of this Agreement. In the event of inconsistency, the Agreement will prevail.

1.5 Objectives of the Parties

- (a) The objective of the parties is to implement workplace practices which:
- provide for more flexible working arrangements;
 - improve the efficiency and productivity of TEN's enterprise; and
 - enhance the skills, job satisfaction and living standards of its Employees.
- (b) The objectives will be facilitated by the adoption of measures to enable-
- flexible working hours;
 - to allow Employees a balance between work and personal lives;
 - classification structures that reflect positions within TEN;
 - employment terms suitable to the industry's 24 hours a day, 7 days a week operations and productions;
 - skill and qualification based career paths and job satisfaction;
 - workplace productivity;
 - the development and maintenance of the most productive and harmonious working relationship obtainable;
 - all parties to be treated with respect and valued for their contributions to TEN; and
 - the implementation of effective training and development for Employees.
- (c) Career & Training Development

TEN confirms its commitment to provide appropriate career development and training for all Employees. Such training and development is to be consistent with organisation-wide priorities and resources allocated on a year by year basis.

A performance review will be conducted at least annually, to provide performance feedback and discuss career, training and development opportunities and needs. Employee training requirements will generally be reviewed and documented as part of that process.

1.6 Individual Flexibility Arrangements

1.6.1 TEN 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 TEN and Employee.
- 1.6.2 TEN 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.
- 1.6.3 TEN must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) is signed by TEN and Employee and, if the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee.
- 1.6.4 TEN must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.6.5 TEN 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 TEN and Employee agree in writing - at any time.
- 1.7 **Major Workplace Change**
- TEN will consult with Employees about major workplace changes that are likely to have a significant effect on those Employees. Employees may be represented for the purpose of this consultation.
- 1.8 **Dispute Resolution Procedure**
- 1.8.1 The following provision applies to resolution of disputes concerning the application of this Agreement or the NES (other than a dispute about subsection 65(5) or 76(4) of the Act).
- 1.8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 1.8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 1.8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 1.8.5 Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

Note If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

1.8.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

1.8.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

2. THE EMPLOYMENT RELATIONSHIP

2.1 Forms of Employment

TEN may employ an Employee as one of the following types:

EMPLOYEE	DEFINITION AND CONDITIONS
Full-time continuous employee	An Employee ordinarily employed to work for an average of 38 hours per week.
Part-time employee	An Employee ordinarily employed to work less than 38 hours per week. A part-time Employee must be paid at the same hourly rate as an equivalent full-time position.
Run of show employee	An Employee engaged by a letter of appointment referable to a specific show as a run of show Employee. The engagement can only be renewed by another written engagement signed by TEN and the Employee.
	A run of show Employee must be paid a minimum hourly rate not less than that paid for an equivalent full-time position and receive other entitlements under the Agreement on a pro-rata basis.

	The Alliance and CPSU acknowledge that this provision does not apply to independent contractors whether incorporated or not.
Casual employee	<p>An Employee ordinarily employed by the day or half-day to work where necessary to replace an Employee on approved leave or to fulfil a short-term business requirement that cannot be fulfilled by a permanent Employee.</p> <p>Any casual Employee working for a period of greater than 6 months on a regular and systematic basis can request that TEN reconsider their employment status. TEN will consider whether the Employee should be employed on a permanent basis. If TEN considers that the Employee should be employed on a permanent basis and a permanent position is available, TEN will offer either a full time or part time position, as appropriate. Otherwise the Employee will continue on a casual basis.</p> <p>A casual Employee must be paid at the same hourly rate as a full-time Employee plus 20% in lieu of all paid leave.</p>
Fixed term employee	An Employee, whether full time or part time, engaged on a fixed term contract.
Specified task employee	An Employee, whether full time or part time, engaged on a specified task contract.
Maximum term employee	An Employee, whether full time or part time, engaged on a maximum term contract.

A full-time or part-time Employee's form of employment will only be changed after consultation and agreement with the Employee. A dispute over a change in an Employee's form of employment will be dealt with through the procedures contained in **clause 1.8**.

2.2 Part-time Employment

2.2.1 Ordinary Hours

- (a) Subject to paragraph (b), the ordinary weekly hours of work and the days on which the work is to be done shall be agreed in writing between the Employee and TEN before employment commences and provided that work must be performed in blocks of not less than 4 ordinary hours on any day.
- (b) Despite paragraph (a), an Employee may agree in writing between the Employee and TEN before the employment commences that:
 - (i) TEN may roster the Employee across seven days in the same manner as a full-time employee, that is, the provisions regarding rostering and roster changes set out in **clause 3** will apply, and
 - (ii) the Employee may perform work in blocks of less than 4 ordinary hours of work on any day.

2.2.2 Change to Ordinary Hours

- (a) TEN may not change the total number of weekly ordinary hours of work unless by mutual agreement.
- (b) Subject to **subclause (c)**, TEN may change the number of ordinary hours worked on any day by giving the Employee 14 days' written notice of the new arrangements, but may only change the days on which the Employee works by mutual agreement. Every attempt will be made to take into account the Employee's personal and family responsibility in considering any such change.
- (c) If an Employee has an agreement with TEN in the terms of **clause 2.2.1(b)** above, the provisions regarding rostering and roster changes set out in **clause 3** will apply to that Employee. For the avoidance of doubt, this means that TEN may change the days, start and finishing times and number of ordinary hours to be worked on any day, in accordance with the roster provisions in **clause 3**.

2.2.3 Part-time Employment not Prejudicial

Part-time employment does not affect the rights of TEN, the Alliance, the CPSU or Employees in respect of casual or full-time employment.

2.2.4 Entitlements

TEN must give a part-time Employee all entitlements provided under the Agreement, but pay or provide pro-rata where payments or other entitlements are based on weekly hours of work of a full-time Employee.

2.2.5 Classification of Part-Time Employees

Part-time Employees will be classified and graded in the same way as full-time Employees under the Agreement i.e. in accordance with **clause 4**.

2.3 Trainees

Trainee programs shall be developed to meet the present and future needs of TEN. TEN shall use recognised institutional courses to supplement on the job training to ensure the all round development of practical competencies for trainees.

A "trainee" is an Employee who is regularly in training to develop skills, knowledge and experience in television production, operations, engineering or journalism;

Trainee positions shall be specifically identified as training roles. The position shall predominantly focus on development of the trainee to a competent level where they will handle the full requirements of a role.

Periods of training shall be determined by the stream and type of trainee position. In general the periods of time shall not exceed the following –

- (a) trainees other than graduates of an approved and appropriate tertiary course, the period shall not exceed three years, subject to satisfactory performance levels being met;
- (b) trainees who commence as graduates from approved and appropriate tertiary courses, the trainee period shall not exceed 12 months, subject to satisfactory performance being met.

2.3.1 Rates of Pay

Rates of pay for trainees shall be determined through the classification process described in **clause 4**. Base rates shall not be less than the following percentage of the relevant classification.

Year of Traineeship

Year 1 60%

Year 2 75%

Year 3 90%

A Trainee employed as a Graduate by TEN will be paid as a Year 3 Trainee. Where a trainee completes appropriate tertiary studies after commencing employment with TEN, the trainee will be paid as a Year 3 Trainee from the date of graduation.

2.3.2 Instruction

Trainees shall receive instruction throughout their term from a responsible person who can guide and impart the practical skills needed in handling broadcast television work.

Trainees may be required to attend courses or attend lectures in their chosen field at an approved tertiary institution. Such time shall be given by TEN as paid time.

Progression to the next level of traineeship will be subject to satisfactory completion of courses, where the traineeship is supported by external study.

3. HOURS OF WORK

3.1 Ordinary hours of duty

A full-time continuous Employee will work an average of 38 ordinary hours of duty per week in accordance with a working hours arrangement agreed on a section by section basis between TEN and a majority of the Employees in that section as follows –

(a) Standard working hours arrangement:

- 5 days in each week, not more than 38 ordinary hours per week;

(b) Other working hours arrangements available:

- 19 days over a 4 week work cycle, comprising 40 ordinary hours per week in each of 3 weeks and 32 ordinary hours in one week;
- 9 days over a 2 week work cycle, comprising 42 ordinary hours in one week and 34 hours in one week;
- 4 days over a one week work cycle, 38 hours per week; or any other arrangement agreed in writing.

If TEN seeks to change any such agreement reached, due to operational or commercial requirements, consultation will commence one month prior to any such change being introduced. If agreement cannot be reached on the new arrangement, the dispute resolution procedure as detailed in **clause 1.8** will be used to resolve the disagreement.

3.2 Beginning and End of Hours

- (a) An Employee will work shifts of between 4 and 10 continuous ordinary daily hours of duty save where an Employee requests an alternate arrangement and it is agreed to by TEN.

TEN will roster the starting and finishing of each shift 7 days in advance on a section-by-section basis, subject to **clauses 3.4, 3.9, 3.10 and 3.11**. TEN will, subject to operational requirements, use its best endeavours to publish indicative rosters of starting and finishing times 14 days in advance for the information of employees. These indicative rosters are subject to change.

- (b) TEN may require an Employee to work within 10 hours of the previous day's finishing time if
 - unforeseen, emergency or unusual circumstances exist;
 - no other suitable Employee is available; and
 - the Employee concerned agrees.
- (c) TEN will pay an Employee who is required to work within 10 hours of finishing work overtime at 150% of the Actual Hourly Rate for each hour worked within those 10 hours.

3.3 On-Call Duty

- (a) On-call means a period of duty during which the Employee holds him/herself in readiness for duty and is immediately contactable by either telephone or pager to report for duty.
- (b) An Employee On-call shall hold him/herself in readiness for the duration of the duty.
- (c) All On-call duty shall be rostered, specifying the commencing and finishing times of the duty. The Employee and TEN must first mutually agree to On-call duty before rosters are drawn up.
- (d) When an Employee rostered On-call receives a call back request, the Employee shall be on duty as soon as practicable thereafter.
- (e) Subject to **clause 3.8.2**, 10% of an Employee's total rostered On-call hours will be available to the Employee as additional time off. It can be taken during the next roster period or banked as time off.

3.4 Recall to Duty

Where an Employee is recalled to duty outside his or her ordinary hours of duty, he or she will be paid for a minimum of 4 hours at the Employee's Actual Hourly Rate. If the recall requires the Employee to work hours above the 38 hours of a normal cycle, then **clause 3.7** Overtime will apply.

3.5 Shift Penalties

TEN must pay an Employee who performs ordinary hours of duty between 2400 and 0600 hours, an additional 20% of the Employee's Actual Hourly Rate for all time worked within those hours.

3.6 Work Patterns

3.6.1 Work Patterns for Operations and Engineering Employees

- (a) In addition to the Employee's Classification Rate of Pay, an Employee will receive an additional percentage calculated in accordance with the table 3.6.1(d) below in the event that they are required to work the patterns of work shown in that table.
- (b) The applicable percentage payable will be determined in advance based on expected work pattern arrangements in the forthcoming twelve-month period i.e. as at 1 January

each year or from the Employee's start date in a given role. Should an Employee disagree with the particular work pattern applied, the Employee is to pursue the matter through the Dispute Resolution Procedure in **clause 1.8**.

- (c) In the event that the Employee's work pattern arrangements vary at any time, the percentage payable will be reviewed and changed accordingly. Percentages will not be increased, reduced or ceased where any change is of a temporary nature, due only to short term operational requirements.
- (d) Table of Work Patterns

Core Hours means hours between 7am and 7pm.

Significant weekend patterns means greater than 23 weekends averaged across a 12 month period.

Weekend means working either a Saturday or a Sunday.

Coding	% added to Benchmark Rate	Description of work pattern
C	0	Core Hours Predominantly works Core Hours
O	4	Outside Core Hours Predominantly works outside Core Hours
CW	6	Core hours plus weekends Predominantly works Core Hours and significant weekend patterns
OW	10	Outside Core Hours plus weekends Predominantly works outside Core Hours and significant weekend patterns
OWL	12	Outside Core Hours plus weekends plus regular late night finishes Predominantly works outside Core Hours, includes significant weekend patterns and also regularly finishes at or later than 10pm
OWRL	15	Outside Core Hours plus weekends plus regular 12.00am to 6.00am shifts Predominantly works outside Core Hours, includes significant weekend patterns and also regularly works between 12.00am and 6.00am

- (e) Prior to the 2002 certified agreement work pattern payments formed part of the extra job component of the Operations and Engineering Employees' salary calculation reflected in TEN policy. As a result of the negotiations for the 2002 certified agreement the parties agreed to include a clause in relation to work pattern payments in the certified agreement for the first time. The clause was intended by the parties to standardise the allocation of work pattern payments across TEN and to reflect the pre-existing methodology for calculation of work pattern payments. The methodology for calculation of work pattern payments contained in this clause is the same as the methodology applied by TEN under the 2002 certified agreement as well as the methodology applied prior to that certified agreement.
- (f) The wage increases in **clause 5.1.1(a), 5.1.1(b) and 5.1.1(c)** have been agreed to by TEN on the basis that all parties accept that the past calculation of work pattern payments by TEN has been correct.

3.6.2 Work Patterns for Journalists

The parties acknowledge that Journalists received an increase of 2% to their actual rate of pay effective from 27 April 2002 which was made as a one off payment in final recognition of the 24-hour a day, 7 day a week nature of the journalist job requirements.

If a Journalist's contract of employment does not specifically require them to work between the hours of 2400 and 0600, TEN may only direct the Journalist to work between the hours of 2400 and 0600 if there are insufficient staff to cover the shift.

3.7 Overtime

- (a) An Employee may be required to work reasonable overtime.
- (b) Where overtime is known to be a requirement, this will be shown on rosters for all staff.
- (c) Preference will be given to permanent Employees in the provision of overtime, ahead of casual Employees.
- (d) Subject to **clause 3.4**, TEN will pay the overtime rate for all time worked outside rostered hours of duty. The rate is –
 - 150% of the Actual Hourly Rate for overtime worked within the first 12 hours in any one day; and
 - 200% of the Actual Hourly Rate thereafter.

Examples of how the overtime clause will operate are as follows:

- *If an Employee is rostered for 6 hours and works 12 hours, the extra 6 hours is paid at 150%;*
- *If an Employee is rostered for 10 hours and works 14 hours, 2 hours will be paid at 150% and 2 hours at 200%*

Overtime worked on a day off, as defined in **clause 3.9**, will result in an additional day off. Provided that if an Employee's working arrangements under **clause 3.1(b)** which results in the Employee being rostered for more than two days off in a particular week cycle and the Employee elects to work one or more of the days off, then the time worked will be paid as overtime but will not result in an additional day off.

- (e) TEN will pay overtime within 18 days after the end of the pay period.

3.8 Time off in lieu

3.8.1 Time off in lieu of overtime

Subject to **clause 3.8.2**, TEN will allow time off in lieu of:

- The first hour of each occasion of overtime if the Employee so wishes, this time to be taken within 14 days after the end of the relevant pay period and calculated at 150% of overtime hours worked; and
- Hours of overtime thereafter if TEN and Employee agree in writing, this time to be taken within 12 months in addition to annual leave up to a maximum of 5 working days and calculated at 100% of the hours worked.

An Employee can only accrue up to a maximum of 10 days time off in lieu in total at any time, excepting in exceptional circumstances, and then with the prior approval of their Manager. Once the 10 day ceiling is reached any additional time will be paid out at the appropriate overtime rate. Note any untaken but approved time off in lieu leave booked is counted as part of the 10 days accrual until actually taken.

All time off in lieu is ordinary hours.

3.8.2 Payout of time off in lieu

- (a) Where an Employee has accrued additional time off in accordance with **clauses 3.3(d), 3.8.1 and 4.4(b)**, and the Employee has not made a written request to take such additional time off by the first pay period in November of each calendar year, TEN will pay out the untaken time off in lieu by the first pay period of December of the calendar year. The Employee will be notified by TEN when such payment is made.
- (b) Where an Employee ceases employment with TEN, all untaken time off in lieu accrued in accordance with **clauses 3.3(d), 3.8.1 and 4.4(b)** will be paid out.
- (c) Payments in accordance with **clauses 3.8.2(a) and (b)** will be paid:
- in respect of overtime, at the appropriate overtime rate set out in **clause 3.7(d)**;
 - in respect of time off for on call hours, at the Actual Hourly Rate;
 - in respect of time off for excessive overtime, at the appropriate overtime rate set out in **clause 3.7(d)**.

3.9 Days Off

- (a) Depending on the Employee's working hours arrangement, TEN will give an Employee either:
- 2 days off duty each week; or
 - a minimum of 2 days off duty (consecutive where possible) per week of a work cycle
- and will roster or notify the Employee of these days at least 7 days before the week or work cycle begins. TEN will, subject to operational requirements, use its best endeavours to publish indicative rosters of rostered days off 14 days in advance for the information of employees. These indicative rosters are subject to change.

(b) For the purposes of this clause, day off duty means:

- 34 hours, or
- 24 hours where consecutive days off are given.

3.10 Change to Days Off

(a) TEN may change the frequency of days off duty from any arrangements made with an Employee:

- Not more than once every 6 weeks; and
- Only in the event of an emergency, staff shortages caused by the taking of sick leave or other causes not reasonably foreseeable; and
- If TEN gives the Employee –
 - * notice of the change as early as possible; and
 - * with the Employee's agreement, either –
 - (i) days off duty which may be taken during the next roster cycle; or
 - (ii) a day's payment in lieu of each of the cancelled days off duty.

3.11 Roster and Change to Roster

(a) Subject to operational requirements and the provisions of this **clause 3**, TEN will publish indicative rosters 14 days in advance.

(b) An Employee may with his or her manager's approval exchange shifts or days off with another Employee. No additional payment to the Employees concerned must be generated by this exchange.

(c) TEN may change rostered ordinary hours of duty if:

- unforeseen, emergency or unusual circumstances exist;
- no other suitable Employee is available; and
- the Employee concerned agrees;

but not less than 12 hours before the next rostered shift is due to begin.

3.12 Spread of workload

TEN will ensure that, as far as possible to satisfy the needs of the business, there is a reasonable spread of workload (including weekend work) for Employees.

3.13 Public Holidays

- (a) TEN will recognise the impact on Employees of Public Holidays (especially Christmas Day) in developing staff rosters.
- (b) TEN will, with the Employee's agreement, give an Employee engaged under the operations and/or engineering streams an additional day off in lieu if his or her day off duty falls on a Public Holiday.
- (c) If an Employee engaged under the operations and/or engineering streams works on a Public Holiday, the Employee will be provided with a day off in lieu.
- (d) TEN will, with the Employee's agreement give an Employee engaged under the journalist stream, an additional day off in lieu, if his or her day off duty falls on Christmas Day or Good Friday.
- (e) Journalist Employees may be directed to work on Public Holidays. The annual leave of six weeks provided under **clause 10.5.1** is in compensation for Employees working on Public Holidays other than Christmas Day and Good Friday. The additional amount of annual leave is in full compensation of any entitlement the Employee may have to be paid for a Public Holiday under the Act. If an Employee does not work on a Public Holiday, other than:
 - Christmas Day;
 - Good Friday;
 - where the day is a day of time off in lieu under **clause 3.8**; or
 - where the day is a day off duty under **clause 3.9**,
 the Employee will be deemed to take that day as annual leave.

3.14 Meal Break

- (a) Employees will generally be entitled to a meal break. The circumstances in which they will receive or not receive a meal break are as defined in this clause.
- (b) Ordinarily TEN must give an Employee:
 - (i) A meal break in accordance with this clause during or at the end of 5 hours of work; or
 - (ii) A 20 minute break during a 6 hour work period.
- (c) A meal break is either an unpaid meal break of more than 30 minutes and no more than 60 minutes, or a paid meal break of no more than 30 minutes per day.
- (d) Eating on the Job: Where TEN determines that it is permissible or practical for an Employee to eat on the job, TEN shall seek the approval of the Employee(s) affected by that determination. Where Employees agree that it is practical for them to eat on the job, no meal break will be provided. Agreement by Employees will not be unreasonably withheld. Agreement will be determined by a majority vote of Employees affected in each appropriate section. All Employees employed in each section are entitled to vote. A majority will determine the outcome.
- (e) TEN shall pay a meal allowance of \$21.40 or provide a substantial meal to an Employee who is required to continue working without a break for a meal after a second or subsequent meal break falls due. Ten will adjust the meal allowance from 28 April each

year in accordance with the March to March *'takeaway and fast foods subgroup'* component of CPI for the previous year.

- (f) TEN must pay the Employee 150% of the Employee's Actual Hourly Rate for each ordinary hour worked continuously from the time the rostered meal break became due until the meal break is taken.
- (g) As a guide, where possible and subject to the operational requirements of the business, TEN will endeavour to allow the following meal times for its employees:
 - (i) Breakfast: between 7am and 9am;
 - (ii) Lunch: between 12pm and 2pm; and
 - (iii) Dinner: between 6pm and 8pm.

3.15 Short Term Overseas Assignment (STOA)

3.15.1 For the purposes of this Clause, 'STOA' means an assignment where an Employee is required to work overseas on a single or group assignments that run for more than two days and less than six weeks and where the assignment or assignments are planned events (rather than responding to breaking news). For the avoidance of doubt, short notice overseas assignments to respond to breaking news (including the situation where additional staff are subsequently sent to cover the same story) are not caught by this clause and the usual provisions of the Agreement will apply to such assignments.

3.15.2 The provisions of clauses:

3.1– Ordinary hours of duty

3.2– Beginning and end hours

3.3– On-call duty

3.4– Recall to duty

3.5– Shift penalties

3.6– Work patterns

3.7– Overtime

3.8.1– Time off in lieu of overtime

3.9– Days off

3.10– Change to days off

3.11– Roster and change to roster

3.14– Meal breaks

8.1– Time records

10.5.2(a)– Annual leave entitlement

do not apply to an Employee on a STOA. TEN will, in its absolute discretion, be able to roster Employees on ordinary hours.

3.15.3 Work performed by Employees during (and for the purposes of) a STOA will attract a loading of:

- (a) for Employees on a buy-out loading in accordance with **clause 4.4** of the Agreement, \$150.00; and
- (b) for all other Employees, \$200.00 per day worked,

for each day that the Employee is on a STOA. For the avoidance of doubt, this amount is in addition to any per diems to which the Employee is entitled under **clause 5.7**. From 28 April 2012, the loading will increase to \$154.50 for Employees on a buy-out loading and \$206.00 for all other Employees. From 28 April 2013, the loading will increase to \$159.15 for Employees on a buy-out loading and \$212.20 for all other Employees.

3.15.4 Notwithstanding anything contained in this clause:

- (a) travel days will be considered to be days on the STOA;
- (b) if during any roster period during which they are required to work on or for the purposes of a STOA, an Employee works more than the maximum number of ordinary hours prescribed by **subclause 3.1(a)** and (b) of this Agreement, the Employee will not be entitled to any additional overtime payment or time off in lieu because the Employee will already have been compensated for this time either as time off in lieu under **clause 3.15.4(d)** as relevant, or the loading under **clause 3.15.3** above;
- (c) for the purpose of a counting hours worked in a roster period, the number of hours worked on a day during a STOA will be the number of actual hours worked on a day, up to a maximum of 7.6 hours;
- (d) Employees will accrue two days time off in lieu after each 7 consecutive days working on a Short Term Overseas Assignment;
- (e) if a Public Holiday in the State in which an Employee is based occurs during the STOA and the Employee is engaged under the engineering and/or operations streams, the Employee will be provided with one day's time off in lieu;
- (f) if Christmas Day or Good Friday falls during an STOA, an Employee engaged in the journalist stream will be provided with one day's time off in lieu;
- (g) TEN may require an Employee to take the time off in lieu accrued under this clause before returning to work at the conclusion of the STOA, provided that such a requirement must be communicated to the Employee prior to the commencement of the STOA;
- (h) an Employee in the operations and engineering stream being paid an additional percentage in respect of their work pattern under the Agreement will be paid that same work pattern percentage during the STOA.

3.15.5 For the avoidance of doubt:

- (a) periods of leave taken in conjunction with a STOA are not part of the STOA and will not receive the loading under this clause; and
- (b) the loading is not payable in respect of any time off in lieu or days off given or taken following the end of the STOA.

4. **CLASSIFICATION, GRADING AND RATES OF PAY**

4.1 **Classification Process**

- (a) TEN must classify each Employee in accordance with the Grading Process set out in **clause 4.2** and pay the Employee no less than the Classification Rate of Pay.
- (b) TEN will annually notify each Employee, in writing, of the different components of the Employee's total salary package.

4.2 Grading Process

Rates of pay for Operations and Engineering roles will be determined by the Weighted Job Questionnaire job evaluation system. The parties agree that the system is an accurate and appropriate tool for job sizing within TEN, accurately reflects the hierarchy of jobs within TEN, rewards employees who perform multiple tasks and recognises any requisite specialist skills employees bring to a position.

An indicative schedule of job titles and the relevant % of Benchmark Rate for Operations and Engineering positions is set out in **Schedule 2**.

Editorial roles will be graded to the appropriate classification level within Grades 2 to 6 as follows:

Position	Grade
Journalist Grade 2	2
Cadet Producer / Journalist Grade 3	3
Producer / Journalist Grade 4	4
Producer / Journalist Grade 5	5
Producer - Grade 6 / Senior Journalist/ Assistant Chief of Staff	6

Any dispute or grievance regarding grading given or remuneration level determined within a grade, will be dealt with in accordance with **clause 1.8**, Dispute Resolution Procedure.

4.3 Rates of Pay

Operations and Engineering

% of Benchmark Rate	\$PW from first pay period on or after 28 April 2011	\$PW from first pay period on or after 28 April 2012	\$PW from first pay period on or after 28 April 2013
100	\$722.95	\$744.65	\$766.99
120	\$867.55	\$893.60	\$920.39
140	\$1,012.15	\$1,042.50	\$1,073.78
160	\$1,156.75	\$1,191.45	\$1,227.18
180	\$1,301.30	\$1,340.35	\$1,380.58
200	\$1,445.90	\$1,489.30	\$1,533.98

Journalists

Grade	% of Benchmark Rate	\$PW from first pay period on or after 28 April 2011	\$PW from first pay period on or after 28 April 2012	\$PW from first pay period on or after 28 April 2013
2	110%	\$810.45	\$834.75	\$859.80
3	125%	\$920.90	\$948.55	\$977.00
4	141%	\$1,038.80	\$1,069.95	\$1,102.05
5	160%	\$1,178.80	\$1,214.15	\$1,250.55
6	185%	\$1,362.95	\$1,403.85	\$1,445.95

* Note: the Journalists minimum rates of pay are inclusive of the 2% referred to in **clause 3.6.2** above.

4.4 Buy-Out Loading

An Employee and the relevant Unit/Section Manager may agree that a Buy-Out Loading be paid to an Employee in lieu of the entitlements provided in the following clauses:

- Clause 3.1 Ordinary hours of duty
- Clause 3.2(c) Beginning and end of hours (**the parties acknowledge that nominated start and finish times are intended to be a guideline of the requirements of the area and not intended to remove flexibility**).
- Clause 3.4 Recall to duty
- Clause 3.10 Change to days off
- Clause 3.7 Overtime
- Clause 3.11 Change to roster
- Clause 3.14(e) and (f) Meal break
- Clause 3.5 Shift Penalties
- Clause 10.4.1 (d) Leave loading; and
- Clause 10.4.2(d) Leave loading

The payment of the Buy-Out Loading will be confirmed to the Employee in writing.

The Buy-Out Loading has been developed to cover the work patterns reasonably expected of Employees' positions (i.e. no more than an average of 5 hours overtime per week). Should an Employee believe that he/she is working more than an average of 5 hours overtime per week, the Employee is to pursue the matter through the following Rates of Pay Audit process:

- (a) the Employee and the department manager collect weekly authorised timesheets over a designated four month period;
- (b) subject to **clause 3.8.2**, should overtime worked by the Employee during any of the designated four month periods exceed 80 hours, the excessive hours may be:
 - (i) taken as time off at a mutually convenient time during the next designated four month period, or
 - (ii) banked as time off in lieu.

All Journalists are, and will be, engaged on the basis of the Buy-Out Loading under this **clause 4.4**.

All Operations and Engineering employees employed as a Senior Technician B, working the OWL work pattern, are and will be engaged on the basis of the Buy-Out Loading under this **clause 4.4**.

All Employees in receipt of a Buy-Out Loading prior to 27 April 2002 will retain their current loading, unless they request that the payment should cease.

Where any other Employee is provided with a Buy-Out Loading, should their work pattern arrangements substantially change to the extent that payment of the loading is no longer appropriate, the Employee's Manager may, by giving at least one month's notice, cease payment of the loading. Any disagreement will be dealt with in accordance with **clause 1.8**, Dispute Resolution Procedure.

5. WAGES AND EXPENSES, TRANSPORT AND INSURANCE

5.1 Wage Adjustment

- 5.1.1 In recognition of the continued flexible and productive measures provided in the Agreement, subject to **clause 5.2** Absorption and **clause 5.1.3** below, TEN will adjust the rate of pay payable to each Employee in the following manner:
- (a) effective from the first pay period on or after 28 April 2011, an adjustment to the Actual Rate of Pay of 3%, subject to **clause 5.2**;
 - (b) effective from 28 April 2012, an adjustment to the Benchmark Rate of 3% to \$744.65 per week. This will have the effect of increasing the Employee's Actual Rate of Pay by 3%, excepting where the Employee is subject to **clause 5.2**;
 - (c) effective from 28 April 2013, a further adjustment to the Benchmark Rate of 3% to \$766.99 per week. This will have the effect of increasing the Employee's Actual Rate of Pay by 3%, excepting where the Employee is subject to **clause 5.2**.
- 5.1.2 In addition, Employees can request a meeting to discuss their current rates of pay in the months of October and November prior to the annual salary review process (commencing each January).
- 5.1.3 Despite **clause 5.1.1**, if a Journalist Employee is employed on a fixed term contract that provides for guaranteed pay increases of at least 3% for each year of the fixed term contract, the increases to rates of pay in **clause 5.1.1** do not also apply.

5.2 Absorption

- 5.2.1 Where, as at the time a salary increase is due under **clause 5.1.1**, an Employee:
- (a) has received a salary increase arising from the annual salary review process in the January of that year and the Employee has been advised in writing at the time of receiving the salary increase that the increase is inclusive of or in lieu of any salary increase due under **clause 5.1.1**, or
 - (b) has commenced employment since January that year on a weekly base salary higher than the Classification Rate of Pay and has been advised in writing prior to or at commencement that their starting salary is inclusive of or in lieu of any salary increase due under **clause 5.1.1**; or
 - (c) has moved to a new role by agreement, and the Employee's weekly base salary is higher than the Classification Rate of Pay for the new role,

then TEN may absorb any salary increase due under **clause 5.1.1** into the Employee's weekly base salary. For the avoidance of doubt, if any amount due to an Employee under **clause 5.1.1** is more than the amount of the increase given to the Employee under **clause 5.2.1(a)**, the Employee will be entitled to the additional 'balance' amount when the increase is due in accordance with **clause 5.1.1**.

- 5.2.2 **Clause 5.2.1** does not apply to those Broadcast Control Operators located at ADS, NEW and TVQ whose roles were re-evaluated as a consequence of the centralisation of presentation.

5.3 Pay Process

- (a) TEN must pay wages –
 - weekly; or

- monthly for Employees in receipt of a Buy-Out Loading in accordance with **clause 4.4**;
or
 - on another regular interval that is mutually agreed between TEN and the Employee; or
 - weekly for Employees earning a Total Employment Cost less than \$70,000 per annum.
- (b) TEN must adjust incorrect pay and pay any adjustment within a week of the corrected pay being received by Payroll. This will not apply where normal pay roll 'cut offs' have been missed: in this situation the pay adjustment will be processed in the next pay period, unless extenuating circumstances can be shown.
- (c) On or prior to pay day, TEN must inform each Employee in writing of:
- details of payment; and
 - deductions made and the reasons for these deductions.

5.4 Higher Duties Allowance

Where it is approved that an Employee should perform the full functions of a specified Limited Exempt role, for a period of more than one week's duration, the Employee will be paid a higher duties allowance for the period of their undertaking the role at the higher level, excepting where:

- (a) this is already recognised in their job description and therefore rate of pay or;
- (b) where their current rate of pay exceeds that of the Limited Exempt role they are to perform.

Where the higher duties allowance is payable, it will be calculated at ten per cent of the Employee's Actual Rate of Pay.

5.5 Work Related Expenses

- (a) TEN shall, where possible, provide reasonable advance payment for expenses incurred at TEN's request.
- (b) TEN will pay an Employee the allowances and reimburse the Employee for out-of-pocket expenses reasonably incurred in carrying out duties for TEN, by the next working day for claims under \$100, or for claims above \$100 within 7 working days of the Employee lodging their expense claim at TEN offices.
- (c) When an Employee agrees to use his or her own motor vehicle at TEN's request, TEN will pay the Employee an allowance per kilometre in accordance with the guidelines for mileage recommended by the Australian Taxation Office.
- (d) TEN will reasonably compensate an Employee for damage to clothing and personal effects (other than ordinary wear and tear) arising out of, and in the course of, employment. Compensation for loss of clothing or personal effects will be considered on a case by case basis.
- (e) Those Employees that use personal mobile phone or home telephone for work purposes shall be reimbursed for any work related calls, on production of appropriate supporting documentation.

5.6 Travel

- (a) TEN will provide to an Employee required to travel in the course of duties:
- Economy class air travel;
 - Reasonable comfortable single room accommodation where available (reasonable telephone expense will be included and breakfast will be provided where possible);
 - For overnight domestic travel, a daily allowance for each night away from home, as designated by the Australian Taxation Office. As at the Commencement Date, the allowance is \$110.35 (breakfast \$23.10; Lunch \$25.90; Dinner \$44.50; Incidentals \$16.85). Where a meal is provided by TEN (e.g. when breakfast is provided), the daily allowance will be reduced by that component;
 - For international travel, the appropriate class of travel etc will be addressed by TEN on a case by case basis and in accordance with TEN's travel policy.
- (b) Intrastate/interstate and international travel must be approved by either the department head or his or her nominee and by an authorised signatory prior to booking, and all travel arrangement bookings will be made through the Travel Office at TEN.

5.7 Travel By Air

TEN: -

- (a) will not require an Employee to work an engagement that necessitates air travel, if that Employee has an objection to air travel;
- (b) will insure the Employee against injury or death by accident arising from travel by air, or other than by a regular passenger-carrying service;
- (c) will hold the appropriate insurance to fulfil its obligations for Employee travel for business purposes. This coverage will be in accordance with the Network TEN Corporate Travel Policy. The maximum policy benefits are:

Personal accident (as outlined in the Table of Benefits): \$500,000

Overseas Medical expenses: Unlimited

Loss of baggage and Travellers Cheques: \$20,000 (but any one item is limited to \$5,000)

Loss of Money: \$10,000

Personal liability: \$10,000,000

- (d) will pay appropriate proceeds in accordance with the Network Ten Corporate Travel Insurance Policy in the event of permanent disablement and to the legal representative on behalf of the Employee's estate in the event of death.

5.8 Insurance - Special Risks

If an Employee is required to perform a duty which would invalidate his or her personal insurance policies, the Employee will immediately inform TEN of this risk and TEN will either –

- (a) give the Employee an indemnity against this invalidation; or
- (b) give the Employee written notice that an indemnity will not be given, in which case the Employee need not perform that work or duty.

5.9 Public Transport

TEN will make transfers available to an Employee to the nearest means of regular public transport where it is otherwise impracticable due to location or safety, or, if unable to make available transfers or where an Employee is rostered onto shifts that finish after 8.00 p.m., will reimburse the Employee for all reasonable transport costs.

5.10 Transfers

- (a) If an Employee is required by TEN to permanently perform his or her duties in a different town or city (either within Australia or Overseas) to the one in which he or she currently performs duties and the Employee agrees to the transfer:
 - The Employee will not be downgraded as a consequence of a transfer.
 - The town or city to which an Employee is transferred will be regarded as the town or city in which the Employee is regularly employed for all purposes of the Agreement.
 - TEN will reimburse the Employee for the following costs associated with the transfer –
 - first class train fare or economy class air fares for the Employee and his or her family;
 - the lower amount of 2 quotations provided by the Employee for the transfer, and storage for a reasonable time, of furniture and effects;
 - reasonable accommodation costs for a maximum of 4 weeks or until permanent accommodation is obtained, whichever is the sooner;
 - reconnection and installation costs of telephone and other utilities at the Employee's first new place of residence.
- (b) An Employee with family who is transferred and who is unable to find suitable living accommodation within a period of 3 months of the transfer may request in writing that TEN either find accommodation or transfer the Employee back to the city or town in which he or she was employed prior to the transfer. Costs incurred in the return transfer (to continue employment with TEN) will be met by TEN as per **clause 5.10(a)**.
- (c) An Employee who resigns or is dismissed for misconduct while employed in another town, city or State is not entitled to the return fare, nor to that of his or her family, nor to any other return expenses.

5.11 Office Cars

An Employee able to produce a current driver's license on request, may drive a motor vehicle owned, hired or leased by TEN, or used by the Employee on behalf of TEN, on an engagement and TEN exempts the Employee from all financial liabilities covered by ordinary insurance when the Employee is in control of the vehicle.

It is an Employee's responsibility to report the loss of his or her license to TEN management.

6. SUPERANNUATION

6.1 General

The subject of superannuation is extensively dealt with by *Superannuation Guarantee Charge Act 1992* (Cth) (SGC Act) and associated legislation. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties, provided only that TEN will continue to make proportionate superannuation contributions monthly rather than quarterly as required by the legislation.

6.2 Salary Sacrifice

- (a) For the purpose of this clause only, these terms have the following meaning:

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

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

- (i) the Employee completes and lodges the relevant application form; and
- (ii) TEN 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 TEN, to make a future Salary Sacrifice Contribution.

- (b) An Employee may apply to TEN 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.
- (c) Authorisation
- (i) For the Employee's salary sacrifice application to be valid, the Employee must make a written application to TEN requesting the salary sacrifice arrangements.
 - (ii) TEN 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.
- (d) 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.

- (e) Calculation of benefits on termination
 - (i) Payments on termination will be calculated by reference to the Employee's salary.
 - (ii) No Salary Sacrifice Contribution will be made in respect to termination payments.
- (f) Variation to a Salary Sacrifice Agreement
 - (i) Unless otherwise agreed by TEN, an Employee may revoke or vary their Salary Sacrifice Agreement once in each twelve-month period in accordance with Company policy.
 - (ii) Not less than one month's written notice shall be given by an Employee of their revocation or variation of a Salary Sacrifice Agreement.
- (g) Change to Tax law or cost of offering salary sacrifice
 - (i) The continuation of an Employee's Salary Sacrifice Agreement is subject to TEN not incurring any consequential or additional costs in association with its operation.
 - (ii) Should changes occur in tax law or practice such that TEN incurs a cost or expense under or in respect of Salary Sacrifice Agreements, such Agreements cease to apply on TEN 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.
 - (iii) 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.
- (h) Outstanding moneys on termination
 - (i) If there are any moneys owed to TEN in relation to a Salary Sacrifice Agreement, at the time of its termination or variation, TEN has the right to deduct the moneys from the Employee's future salary payments.
 - (ii) If, on termination of employment, an amount is owing by an Employee to TEN in respect of a Salary Sacrifice Agreement, TEN may deduct the amount owing from payments to be made to the Employee on termination.
 - (iii) TEN will provide an Employee with a written statement setting out any deductions made either under **subclause 6.2(h)(i)** or (ii).
- (i) Indirect Taxes

Any indirect taxes associated with a Salary Sacrifice Agreement remain the responsibility of the Employee.
- (j) 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.

(k) Salary Sacrifice Superannuation and SGC

TEN 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 TEN making compulsory superannuation contributions, TEN will make those contributions based on the Employee's Salary (not the Employee's Post Salary Sacrifice salary).

7. **AUTHORSHIP**

TEN will not require an Employee against the Employee's wishes to have the Employee's name associated as author with any matter which the Employee has been instructed to prepare for television.

8. **RECORDS**8.1 **Time Records**

- (a) An Employee will record daily hours of employment on a time sheet, which will be authorised by the relevant TEN department manager, or his or her nominee, on a weekly basis.
- (b) Time sheets will provide:
- daily start and finish time
 - overtime
 - time off in lieu of overtime
 - penalties and provision of the Agreement, and leave.

9. **OCCUPATIONAL HEALTH AND SAFETY**9.1 **Alcohol and Drugs**

An Employee must not work if significantly affected by alcohol or any other drug. TEN will develop and implement a policy to rehabilitate Employees affected by long-term drug or alcohol abuse.

9.2 **First Aid Allowance**

An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St John's Ambulance or similar body, will be paid an amount of \$13.27 per week if the Employee is appointed by TEN to perform first aid duty. This allowance will be increased to \$14.18 per week from 28 April 2012 and \$14.61 from 28 April 2013. TEN will make available the time during work, resources and facilities necessary for the first aid attendant to provide first aid.

9.3 **Counselling**

TEN will offer to provide counselling where requested by Employees (including for stress and/or severe trauma).

9.4 **Equipment**

TEN will provide an Employee with adequate protective clothing required for the performance of his or her duties. This work related clothing remains the property of TEN and must be returned to TEN on cessation of the Employee's employment.

TEN will provide all tools and equipment necessary for the work to be performed. The tools remain property of TEN and must be returned to TEN on cessation of the Employee's employment.

9.5 Medical Examination

- (a) An Employee must, if required by TEN, be examined by a medical practitioner nominated by TEN and at TEN's expense. The medical practitioner will provide a report to TEN in relation to that examination.
- (b) TEN will ensure that Employees required to work constantly with equipment or in environments that may adversely affect their physical well being receive, at TEN's expense, appropriate medical examinations and treatment. If an ophthalmologist or optician recommends the use of glasses for VDT operation, TEN will assist the Employee as follows:

If glasses have not been worn previously, or if changed glasses are required because of VDT use, TEN will pay the full cost of the lens and an amount up to \$123.99 towards the cost of frames. Provided that:

- (A) if the Employee belongs to a health fund, the Employee must first make a claim for the new lenses and/or frames to such health fund and TEN will pay the difference between the benefit received from the health fund and the amount set out above;
- (B) if the Employee wishes to have contact lenses instead of glasses, TEN will contribute up to \$222.60 for the cost of the contact lenses; and
- (C) TEN will not be liable for the 'tinted' or 'outdoor' component of any lenses.

TEN will adjust the frames allowance and contact lenses allowance from 28 April each year in accordance with the March to March optical services component of CPI for the previous year.

10. LEAVE

10.1 Parental Leave

10.1.1 Unpaid parental leave is provided for in the NES.

10.1.2 Paid Maternity Leave

- (a) Subject to the terms of this **clause 10.1**, an Employee who is entitled to and takes maternity leave under the NES shall, in addition to other entitlements, be entitled to:
 - (i) if at the time of commencing maternity leave, the Employee has one year's continuous service, six weeks' paid maternity leave;
 - (ii) if at the time of commencing maternity leave, the Employee has two years' continuous service, seven weeks' paid maternity leave; and

- (iii) if at the time of commencing maternity leave, the Employee has three years' continuous service, eight weeks' paid maternity leave.
- (b) This paid maternity leave shall commence at the time at which unpaid maternity leave would otherwise commence, and be subject to the same notice requirements as provided for unpaid maternity leave.
- (c) Paid maternity leave is paid at the same rate as annual leave, save that leave loading will not be paid.
- (d) Paid maternity leave will only be paid where the Employee confirms in writing in advance that she intends to return to work for at least 12 months after all forms of maternity leave have been exhausted.
- (e) Where an Employee has taken paid and unpaid maternity leave, and then voluntarily ceases work less than 12 months after all forms of maternity leave have ceased, at its reasonable discretion and on an individual basis taking into consideration individual circumstances, TEN shall be entitled to deduct from any salary, wages or leave outstanding to that Employee, a pro rata amount of the monies paid, based on the proportion of the 12 months service performed after the return from maternity leave.

10.1.3 Paid Concurrent Leave

An Employee who is entitled to take concurrent leave pursuant to the NES shall be entitled to be paid for one week of that concurrent leave.

10.1.4 Paid Adoption Leave

An Employee who is entitled to take adoption leave pursuant to the NES shall be entitled to be paid for one week of that adoption leave.

10.2 Personal/Carer's Leave

Personal/carer's leave is provided in the NES. An Employee will be entitled to personal/carer's leave in accordance with this **subclause 10.2**. To the extent that the NES provides a more favourable outcome for a particular 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 TEN to ascertain whether they may have a greater entitlement in a particular circumstance under the Act.

Paid personal/carer's leave will be available to an Employee when they are absent due to:

- (a) Sickness and incapacity (sick leave); or
- (b) For the purposes of caring for an Immediate Family or household member who is sick and requires the Employee's care and support (carer's leave).

10.2.1 Sickness and Incapacity (Sick Leave)

Entitlement

- (a) TEN will give an Employee who is absent from work through sickness or incapacity paid sick leave each year as follows –
- in the case of an Employee employed continuously for more than 13 weeks and less than 5 years, 100% pay for the first 4 weeks, 50% pay for the second 4 weeks and 25% pay for the third 4 weeks;
 - in the case of an Employee employed continuously for 5 years or more, 100% pay for the first 8 weeks, 50% pay for the second 8 weeks and 25% pay for the third 8 weeks
- if TEN is satisfied that the Employee's absence is due to sickness or incapacity.
- (b) An Employee is not entitled to sick leave for a period of absence for which he or she is paid workers' compensation.
- (c) TEN will acknowledge an Employee's sick leave entitlement accrued prior to the commencement of the Staff Enterprise Agreements 1995 & 1997.
- (d) An Employee will not receive sick leave for any injury received from a specific form of recreation, hobby, exercise or other activity, which rendered the Employee prone to recurring injury if TEN gave the Employee written notice that TEN has no liability for injury arising from that participation.

10.2.2 Carer's Leave

- (a) An Employee may take not more than 5 days' paid leave per year 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 where the Employee by necessity is the primary care giver. Carer's leave does not accumulate. TEN will reduce the Employee's annual entitlement to sick leave by the equivalent number of carer's leave days taken.
- (b) An Employee, including a casual employee, may take up to two days' unpaid carer's leave for each occasion when a member of the Employee's immediate family or household require care or support during such a period because of:
- (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) An Employee must, if required by TEN, provide documentary evidence suitable to TEN, which may include a medical certificate or statutory declaration, regarding the illness, injury or emergency of the person concerned.

10.3 Compassionate Leave

An Employee is entitled to two days of 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 days of compassionate leave in the event that a member of the Employee's Immediate Family or household dies. If requested by TEN, an Employee will be required to supply satisfactory evidence of the illness, injury or death.

10.4 Long Service Leave

TEN will provide Long Service Leave to all Employees, regardless of the state or location in which they are employed, in accordance with the following formula:

- (a) Where an Employee is terminated from employment after 5 continuous years but before 10 continuous years of service have passed, TEN will provide pro rata Long Service Leave if employment is terminated:
- by TEN for any reason other than the Employee's serious wilful misconduct,
 - by the Employee on account of illness, incapacity or domestic or other pressing necessity,
 - by reason of the Employee's death.
- (b) After 10 years has been achieved, an Employee may take any subsequent Long Service Leave entitlements, at a time agreed to by the Employee and TEN, i.e. no further qualifying periods apply.
- (c) Save as provided for by this Agreement, all conditions and requirements for the accrual of, and taking of, Long Service Leave, are in accordance with the Long Service Leave legislation applicable in the State in which the Employee has been substantially and primarily based. If there are any inconsistencies between the Agreement and the applicable legislation, the Agreement prevails to the extent of the inconsistency.
- (d) Notwithstanding the above, Employees of TEN employed primarily and substantially in South Australia, shall continue to receive any Long Service Leave entitlement that has accrued or that may accrue, pursuant to the *Long Service Leave Act 1987 (South Australia)*.
- (e) After 10 years' continuous service with TEN, an Employee may seek to cash out an amount of accrued but untaken long service leave on the following basis:
- (i) the Employee must provide a written election to TEN stating that they wish to cash out an amount of accrued but untaken long service leave; and
 - (ii) TEN, in its discretion, may then authorise the Employee to cash out the requested amount of accrued long service leave.

If an Employee cashes out an amount of accrued long service leave in accordance with this **subclause 10.4**:

- (i) TEN 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
- (ii) 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 this **subclause 10.4**.

10.5 Annual Leave

10.5.1 Annual Leave for Journalists

(a) Entitlement

TEN will provide Journalist Employees with 30 working days of annual leave on full pay irrespective of sick leave after 46 weeks from the annual date of appointment, ie every 52 weeks of employment. Therefore, a Journalist Employee's annual entitlement will accrue and be credited monthly at the rate of 2.5 days each month. Journalist Employees may be directed to work on public holidays. The annual leave of six weeks is provided in compensation for Employees working on public holidays other than Christmas Day and Good Friday. The additional

amount of annual leave is in full compensation of any entitlement the Employee may have to be paid for a public holiday under the Act.

(b) **When Leave is to be Taken**

Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in the Act, TEN may require an Employee to take a period of annual leave from a particular date provided the Employee is given at least 28 days' notice and provided that the maximum amount of leave the Employee may be directed to take in one period is six weeks.

A Journalist Employee may take leave in advance, with the agreement of TEN.

TEN will pay for periods taken in advance if TEN requests a particular schedule for leave and the leave is not fully accrued.

(c) **Early Termination**

A Journalist Employee is entitled to pro-rata leave on full pay based on 6 weeks leave per year of service plus additional leave accrued if he or she resigns or his or her employment is terminated by TEN before the completion of 46 weeks of employment in the first year of employment or before the expiration of 46 weeks in a subsequent year.

(d) **Leave Loading**

TEN will pay to a Journalist Employee a 17.5% leave loading on the Employee's Classification Rate of Pay (or for an Employee to whom **clause 5.2** Absorption applies, on the Employee's weekly base salary) but will not pay the loading on a pro-rata payment made on termination of employment.

(e) **Leave Commencing Monday**

When the leave is fixed to begin on a Monday and a Journalist Employee has worked on the preceding Sunday, leave will date from the Tuesday.

(f) **Variation of Annual Leave**

TEN-

- may vary or cancel the dates of annual leave already notified to a Journalist Employee, if it notifies the Employee of the changes, but may not recall the Employee from annual leave without the Employee's consent, and
- must reimburse the Employee for any loss reasonably incurred from the variation or cancellation being payments made by the Employee for which the Employee has received no benefit.

10.5.2 Annual Leave for Operations and Engineering Employees

(a) **Entitlement**

TEN will provide Operations and Engineering Employees previously covered by the *Television Industry Award 1987* with: –

- (i) 20 working days of annual leave on full pay irrespective of sick leave per year;
- (ii) an additional period of no more than 5 annual leave days in each year calculated in respect of Sundays or Public Holidays which an Employee is rostered to work

(except those Sundays or Public Holidays where an Employee volunteers to work or swaps days off or shifts in order to work a Sunday or a Public Holiday) 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 the entitlement to the additional annual leave under this paragraph **10.4.2(a)(ii)** will be calculated from 27 April each year to 26 April the following year, and will be credited to the Employee at that time – that is, within one week of the 26 April which is the end of the calculation period.

(b) **When Leave is to be Taken**

Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in the Act, TEN may require an Employee to take a period of annual leave from a particular date provided the Employee is given at least 28 days' notice and provided that the maximum amount of leave the Employee may be directed to take in one period is four weeks.

A Operations and Engineering Employee may take leave which has not accrued, but has no right to a further period of leave until after the end of 12 months service in respect of which the leave or part has been taken.

If TEN requests a particular schedule for leave and the leave is not fully accrued, TEN will pay for periods taken in advance.

(c) **Early Termination**

An Employee is entitled to pro-rata leave on full pay based on 4 weeks' leave per year of service plus additional leave accrued if he or she resigns or his or her employment is terminated by TEN before the completion of 48 weeks of employment in the first year of employment or before expiration of 48 weeks in a subsequent year.

(d) **Leave Loading**

TEN will pay to an Employee a 17.5% leave loading on the Employee's Classification Rate of Pay (or for an Employee to whom **clause 5.2** Absorption applies, on the Employee's weekly base salary) but will not pay the loading on a pro-rata payment made on termination of employment.

(e) **Variation of Annual Leave**

- TEN may vary or cancel the dates of annual leave already notified to the Employee, if it notifies the Employee of such changes, provided that an Employee will not be recalled while on annual leave except with the Employee's consent.

- TEN will reimburse the Employee for any loss reasonably incurred from such variation or cancellation being payments made by the Employee for which the Employee has retained no benefit.

10.5.3 Payment in lieu of Annual Leave

- (a) An Employee may forgo annual leave accrued by and credited to the Employee provided that:
- the Employee elects to forgo an amount of annual leave credited to them;
 - the Employee must provide a written election to TEN stating that they wish to forgo an amount of annual leave;
 - the amount of annual leave the Employee wishes to forgo does not exceed the amount permitted under the Act in respect of annual leave accrued during service with TEN after 27 March 2006; and
 - TEN authorises the Employee to forgo an amount of annual leave credited to the Employee.
- (b) If the Employee forgoes annual leave in accordance with **subclause 10.5.3(a)**:
- TEN will, within a reasonable time, give the Employee the amount of pay that they would have received if they had taken the annual leave that they have foregone: and
 - the Employee will no longer be entitled to the forgone annual leave they have cashed out.

11. TERMINATION

11.1 Termination on Notice

Ten and the Employee may terminate the Employee's employment by giving the period of notice set out below:

Employee's period of continuous service with TEN	Period of notice
Not more than 1 year	1 week
1 year to not more than 2 years'	2 weeks
2 years to not more than 3 years'	3 weeks
3 years' continuous service or more	4 weeks

Provided that if TEN is giving the notice, the periods of notice above are increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with

TEN at the time the notice is given. Longer periods of notice may be specified in maximum term and run of show employment contracts.

This **clause 11.1** does not apply to Employees engaged on a fixed term contract or Employees engaged on a specified task contract. This **clause 11.1** also does not apply to casual employees.

11.2 Abandonment of Employment

An Employee:

- who is absent from work for more than 4 days without the consent of, or notification to, TEN; and
- whom TEN has sought to contact –

is deemed to have terminated his or her employment without notice.

11.3 Payment in Lieu of Notice

TEN may pay to an Employee to whom notice of termination of his or her employment has been given by TEN in accordance with **clause 11.3**, payment in lieu of notice or part notice, part payment.

Payment in lieu must be equal to or exceed the total of amounts that, if the Employee's employment had continued until the end of the period of notice required by **clause 11.3**, TEN would be liable to pay the Employee because of the employment.

11.4 Summary Dismissal

TEN may dismiss an Employee without notice for serious misconduct, in which case salary is payable up to the time of dismissal only. Serious misconduct means misconduct of a kind such that it would be unreasonable to require TEN to continue the employment during the notice period or that justifies instant dismissal, including refusal of duty, wilful and serious neglect of duty or disobedience of instructions or orders or otherwise as provided by the Act.

11.5 Entitlements on Termination

Upon termination of employment TEN must pay the Employee all payments either:

- on termination; or
- by registered mail to his or her address prior to the next pay day.

At the Employee's request TEN will provide a written statement specifying the period of employment, classification and type of work performed by the Employee.

12. REDUNDANCY

12.1 Definitions

12.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.

12.1.2 **TEN Group** means TEN and its related bodies corporate.

12.1.3 **Redundancy** occurs where TEN has made a definite decision that TEN no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where:

- (a) this is due to the ordinary and customary turnover of labour; or
- (b) a transmission occurs and **sub-clause 12.8** applies.

12.1.4 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

12.2 Application

This **clause 12** does not apply to casual employees or Employees engaged on a specified task contract.

12.3 Discussions Before Termination

- (a) Once TEN has made a definite decision which may lead to an Employee being made redundant, TEN will, as soon as practicable after the decision, and in any event before the Employee is made redundant because of the decision, hold discussions with the Employees directly affected and with the relevant union or unions. These discussions will cover, inter alia, measures to avoid or minimise the terminations and to mitigate adverse affects of terminations on the Employees concerned, including the availability of alternative employment.
- (b) Despite **subclause 12.2(a)**, TEN must not provide information about a specific Employee to the relevant union or unions unless that individual Employee requests that information about him or her be provided to that union.

12.4 Redundancy process

TEN agrees that changes in staffing requirements will be managed as follows:

- (a) in the first instance any need for reductions in staffing levels will be addressed through natural attrition or any opportunities for redeployment, retraining or transfer;
- (b) if it is not practicable to achieve reductions through the measures outlined in **clause 12.4(a)**, expressions of interest will be requested for voluntary redundancy in the affected area. Any application will be assessed by TEN in accordance with operational requirements and in consideration of the individual's performance, skills, experience and competencies;
- (c) in the event that staffing reductions in the affected area cannot be addressed through these means, involuntary redundancies will be required. Each individual's performance, skills, experience and competencies, relative to operational requirements, will be taken into account in the decision making process;
- (d) an Employee will not be made involuntarily redundant where another Employee within the affected area has the same level of performance, skills, experience and competency and that Employee wishes to take a voluntary redundancy;
- (e) adequate time for consideration of any request for expressions of interest in voluntary redundancies will be provided. This will normally be a minimum period of one week.

Every attempt will be taken to follow all of the steps detailed above, however, in some circumstances not all will be possible or appropriate.

12.5 Notice and Severance Pay

TEN will provide to an Employee who has been made redundant notice of termination in accordance with the Redundancy Table in **clause 12.9** below, or a payment in lieu or part notice, part payment.

Any Employee aged 45 years or above, will receive one additional week's notice in the event of being made redundant, additional to the notice provided in the Redundancy Table below.

In addition, TEN will pay an Employee who has been made redundant, severance pay in accordance with the Redundancy Table in **clause 12.9** below based on the Employee's Actual Rate of Pay.

The payments under this **clause 12** will be in lieu of all termination entitlements including notice of termination, severance and redundancy payments, however described, and in satisfaction of any entitlements under the Act, except entitlements to payment in lieu of accrued but untaken annual leave and long service leave.

12.6 **Job Search**

TEN will allow an Employee who is to be made redundant reasonable time off without loss of pay during the notice period for the purpose of seeking other employment.

12.7 **Acceptable Alternative Employment**

Entitlements (including notice and severance pay) set out in the Redundancy Table in **clause 12.9** are not payable to an Employee who is made redundant if:

- (a) TEN offers the Employee acceptable alternative employment within the TEN Group; or
- (b) TEN obtains an offer of acceptable alternative employment for the Employee outside the TEN Group.

For the purposes of this clause, in relation to a particular Employee, acceptable alternative employment means employment with an employer:

- (a) in a position the same as the Employee held with TEN (e.g journalist, camera editor, broadcast operator);
- (b) that is at a location not unreasonably distant from the location of the Employee's employment with TEN;
- (c) which recognises the period of continuous service which the Employee had with TEN; and
- (d) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee (including redundancy entitlements) at the time of ceasing employment with TEN.

12.8 **Transmission of Business**

Entitlements (including notice and severance pay) set out in the Redundancy Table in **clause 12.9** are not payable where TEN's business, or part of the business, is transmitted from TEN to another employer (in this subclause called the transmittee), in any of the following circumstances:

- (a) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with TEN to be continuous service of the employee with the transmittee; or
- (b) Where the Employee rejects an offer of employment with the transmittee:
- (i) that is in a position the same as the Employee held with TEN (eg journalist, camera editor, broadcast operator); that is at a location not unreasonably distant from the location of the Employee's employment with TEN;
 - (ii) which recognises the period of continuous service which the Employee had with TEN to be continuous service of the Employee with the transmittee; and
 - (iii) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee (including redundancy entitlements) at the time of ceasing employment with TEN.

12.9 Redundancy Table

COMPLETED YEARS OF CONTINUOUS SERVICE	NOTICE PERIOD IN WEEKS	SEVERANCE PAYMENT IN WEEKS
0-1	1	2
2	2	6
3	4	9
4	4	12
5	4	15
6	4	18
7	4	21
8	4	24
9	4	27
10	4	30
11	4	33
12	4	36
13	4	39
14	4	42
15	4	45
16	4	48
17	4	51
18	4	54
19	4	57
20	4	60
21	4	63

COMPLETED YEARS OF CONTINUOUS SERVICE	NOTICE PERIOD IN WEEKS	SEVERANCE PAYMENT IN WEEKS
22	4	66
23	4	69
24	4	72
55	4	75
26	4	78
27	4	81
28	4	84
29	4	87
30	4	90
30+	4	90

13. AWARD RECONCILIATION

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

- (a) an Employee may request in writing within 28 days of the expiry of the Relevant Period, that a reconciliation be carried out by TEN 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 (ie 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 TEN 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 13**, TEN will carry out the reconciliation within 28 working days of the request;
- (d) the requirements under this **clause 13** 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 13** 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.

13.2 Relevant Period means:

- (a) the period of 12 months' service with TEN after the Commencement Date of this Agreement; or
- (b) the period between the expiry of the previous Relevant Period (or, if none, the Commencement Date of the Agreement) and the termination of the Employee's employment.

14. NO EXTRA CLAIMS

- 14.1 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 Alliance and the CPSU and the Employees or on behalf of the Employees.
- 14.2 It is a term of this Agreement that the Alliance, the CPSU and the Employees will not pursue any extra claims for improvement in wages or other terms and conditions of employment for the duration of this Agreement.
- 14.3 The Employees, the Alliance and the CPSU 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 or standard of the Australian Fair Pay Commission, 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.
- 14.4 It is intended that the Employees, the Alliance and the CPSU not be able to take protected industrial action before the nominal expiry date of this Agreement. This Agreement is intended to cover the field of the Employees' employment to the extent they are to be regulated by collective industrial instruments.
- 14.5 It is not the intent of this provision to restrict management prerogative for Network TEN, or to inhibit, limit or restrict the ability of Network TEN to introduce change at the workplace.

15. DEFINITIONS

Act means the *Fair Work Act 2009* as varied from time to time.

Actual Hourly Rate means an Employee's Actual Rate of Pay divided by 38.

Actual Rate of Pay means:

- (a) for an Employee to whom **clause 5.2** Absorption applies, the Employee's weekly base salary plus any applicable Work Pattern payment received in accordance with **clause 3.6** plus any applicable Buy-Out Loading; or
- (b) for all other Employees, the Employee's weekly Classification Rate of Pay plus any applicable Work Pattern payment received in accordance with **clause 3.6** plus any applicable Buy-Out Loading.

Award means the *Broadcasting and Recorded Entertainment Award 2010*.

Benchmark Hourly Rate means the Benchmark Rate divided by 38.

Benchmark Rate means \$722.96 per week (on the Commencement Date) as adjusted from time to time in accordance with **clause 5.1.1(b)** and **5.1.1(c)** of this Agreement.

Buy-Out Loading means an additional loading of 25% on the Employee's Classification Rate of Pay in accordance with **clause 4.3** of this Agreement.

Classification Rate of Pay means the rate of pay applicable to an Employee's position and grade determined through the classification process referred to in **clause 4** of this Agreement.

Commencement Date means the seventh day after the date of approval of the Agreement by Fair Work Australia.

Employees means the employees covered by this Agreement as specified in **clause 1.4**.

Immediate Family is defined in the NES.

Journalist Employee means an Employee engaged in the gathering, writing or preparing of news matter or news commentaries.

NES means the National Employment Standards.

Public Holiday means a public holiday listed in **Schedule 1** to this Agreement.

Total Employment Cost means an Employee's Actual Rate of Pay plus superannuation multiplied by 52.14.

SCHEDULE 1 - PUBLIC HOLIDAYS SCHEDULE

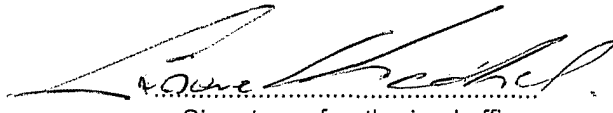
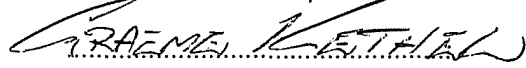
VICTORIA	NEW SOUTH WALES	QUEENSLAND	SOUTH AUSTRALIA	WESTERN AUSTRALIA
New Years Day	New Years Day	New Years Day	New Years Day	New Years Day
Australia Day	Australia Day	Australia Day	Australia Day	Australia Day
Good Friday	Good Friday	Good Friday	Good Friday	Good Friday
Easter Monday	Easter Monday	Easter Monday	Easter Monday	Easter Monday
Easter Saturday	Easter Saturday	Easter Saturday	Easter Saturday	Easter Saturday
Anzac Day	Anzac Day	Anzac Day	Anzac Day	Anzac Day
Queen's Birthday	Queen's Birthday	Queen's Birthday	Queen's Birthday	Queen's Birthday
Eight Hour's Day or Labour Day	Eight Hour's Day or Labour Day	Eight Hour's Day or Labour Day	Eight Hour's Day or Labour Day	Eight Hour's Day or Labour Day
Christmas Day	Christmas Day	Christmas Day	Christmas Day	Christmas Day
Boxing Day	Boxing Day	Boxing Day	Boxing Day	Boxing Day
Melbourne Cup Day	Day After Boxing Day	Exhibition Wednesday	Adelaide Cup Day	Foundation Day

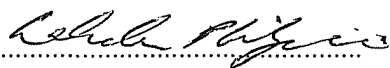
SCHEDULE 2 – Relevant % of Benchmark Rate for Operations and Engineering Employees

WJQ Banding	Position
100% - 119%	Media Operator Digital TX Operator Autocue Operator Camera/Editor Level 5
120% - 139%	Camera/Editor Level 4 Technical Operator Level 3 Broadcast Control Operator Senior Technician Grade B
140% - 159%	Assistant Network Coordinator Senior Technician Grade A Camera/Editor Level 3
160% - 179%	Network Coordinator Senior Audio Director Camera/Editor Level 2 Live Eye Operator
180% - 199%, 200% +	Camera/Editor Level 1 Senior Technical Director Production Director Broadcast & IT System Engineer Senior On-Line Editor Supervising Post Production Editor <i>Whether the position is in the 180% to 199% or 200%+ WJQ Banding will depend on the location of the position.</i>

SIGNATURES

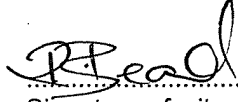
SIGNED by NETWORK TEN PTY LTD by its
duly authorised officer who warrants that the
signatory is duly authorised to execute this
agreement on behalf of NETWORK TEN
PTY LTD in the presence of:)
)
)
)
)


Signature of authorised officer
1 Seaview St Pyrmont
Address of authorised representative NSW 2009

Name of authorised officer (print)
NETWORK HEAD OF H.R.
Office held

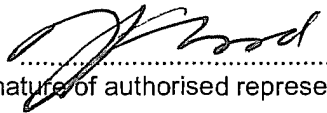

Signature of witness
KATELIN PHILIPSON
Name of witness (print)


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


Signature of authorised representative
Claire Montgomery
Name of authorised representative (print)
245 Chalmers St Redfern
Address of authorised representative NSW 2016
Acting NSW Branch Secretary
Office held


Signature of witness
Roisin Beard
Name of witness (print)

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


Signature of authorised representative
NADINE FLOOD
Name of authorised representative (print)
LVL 5 191-199
THOMAS ST HAYMARKET
Address of authorised representative
NATIONAL SECRETARY
Office held


Signature of witness
Kristin Bellow
Name of witness (print)