

Channel 9 South Australia, CPSU & MEAA Collective Agreement 2008 – 2010



Channel 9 South Australia, CPSU & MEAA Collective Agreement 2008 – 2010

1. TITLE AND DURATION

- 1.1 This Agreement shall be known as the Channel 9 South Australia, CPSU & MEAA Collective Agreement 2008-2010 (the "Agreement") and will come into effect on the seventh day after the date specified in a written notice from the Workplace Authority Director advising that the Agreement has passed the No Disadvantage Test. The nominal expiry date of this Agreement will be 31 December 2010.

2. ARRANGEMENT

1.	TITLE AND DURATION.....	2
2.	ARRANGEMENT.....	2
3.	PARTIES BOUND.....	3
4.	APPLICATION OF THE AWARD.....	3
5.	EXTRA CLAIMS.....	4
6.	WHO IS COVERED BY THE AGREEMENT.....	4
7.	DEFINITIONS.....	4
8.	INTERPRETATION.....	5
9.	CLASSIFICATIONS.....	5
10.	LOCATION.....	5
11.	PROBATIONARY PERIOD.....	5
12.	PAY INCREASES.....	6
13.	SALARIED ARRANGEMENTS.....	6
14.	CASUAL EMPLOYEES LOADING.....	7
15.	REGULAR PART-TIME EMPLOYMENT.....	7
16.	SUPERANNUATION.....	7
17.	SUPERANNUATION AND CHOICE OF FUND.....	8
18.	TRAVEL EXPENSES.....	8
19.	OVERTIME.....	8
20.	MEAL BREAKS.....	9
21.	SINGLE CAMERA ALLOWANCE.....	9
22.	MID TO DAWN SHIFT ALLOWANCE.....	9
23.	ROSTERS.....	9
24.	PAID PERSONAL/CARERS LEAVE.....	10
25.	UNPAID PERSONAL/CARERS' LEAVE.....	11
26.	COMPASSIONATE LEAVE.....	11
27.	CASHING OUT ANNUAL LEAVE.....	11
28.	CASHING OUT LONG SERVICE LEAVE.....	12
29.	EMPLOYEE MONITORING.....	12
30.	ETHICAL USE OF DATA.....	12
31.	EMPLOYEE REPRESENTATION.....	12
32.	REDUNDANCY.....	13
33.	RECOVERY OF OVERPAYMENT.....	15
34.	RETURN OF PROPERTY.....	15
35.	OCCUPATIONAL HEALTH & SAFETY.....	15
36.	INSPECTION OF PERSONAL PROPERTY.....	16
37.	DISPUTE SETTLING PROCEDURES.....	16
38.	TERMINATION OF AGREEMENT.....	17

SCHEDULES

Schedule A – Pay Rates & Classifications

Schedule B – Redundancy Entitlements - Existing Employees

Schedule C - Election to Cash out Annual Leave

Schedule D - Election to Cash out Long Service Leave

Schedule E - The Award

3. PARTIES BOUND

- 3.1 This Agreement will bind Channel 9 South Australia Pty Limited ("Channel 9 South Australia"); the Community and Public Sector Union ("CPSU"), the Media, Entertainment and Arts Alliance (the "MEAA") and Employees working in the classifications covered by Incorporated Term - Appendix B.
- 3.2 Channel 9 South Australia, CPSU and MEAA shall together be referred to as the "parties".

4. APPLICATION OF THE AWARD

- 4.1 A copy of the Award appears at Schedule E.
- 4.2 The parties have agreed that the following terms of the Award have been incorporated by reference into this Agreement ("the Incorporated Terms"):
 - (a) Clause 4 - Definitions
 - (b) Clause 8 - Anti-Discrimination
 - (c) Clause 12 - Types of Employment
 - (d) Clause 13 - Full-time Employment
 - (e) Clause 15 - Casual Employment - except sub-clauses 15.2 and 15.3.
 - (f) Clause 16 - Termination of Employment
 - (g) Clause 19 - Director's Loading
 - (h) Clause 20 - Junior Rates
 - (i) Clause 21 - Extra Rates of Pay not Cumulative
 - (j) Clause 23 - Payment of Wages
 - (k) Clause 25 - Allowances
 - (l) Clause 26.3 - Selection of Superannuation Funds to Which Contributions Can Be Made
 - (m) Clause 27 - Hours of Work
 - (n) Clause 28 - Rosters
 - (o) Clause 29 - Shift Duty - Allowance and Payment for Saturday and Sunday Work
 - (p) Clause 31 - Overtime
 - (q) Clause 32 - Annual Leave
 - (r) Clause 33.10 Medical Treatment
 - (s) Clause 34 - Parental Leave
 - (t) Clause 35 - Public Holidays

(u) Appendix B - Classification Descriptions

- 4.3 For the avoidance of doubt, any terms of the Award not referred to above, are not incorporated into this Agreement and are excluded from this Agreement.
- 4.4 The parties agree that the Incorporated Terms will remain in the form they appear in Schedule E and will not be varied during the nominal term of this Agreement.
- 4.5 To the extent any Incorporated Terms contain matters that are prohibited content as defined in the *Workplace Relations Act 1996 (Cth)*, and regulations made under that Act, or which do not pertain to the relationship between Channel 9 South Australia and its staff, that provision is excluded from this Agreement by the operation of this clause.

Agreement to take precedence

- 4.6 Where there is any inconsistency between the Incorporated Terms and a provision of this Agreement the terms of this Agreement shall take precedence over the Incorporated Terms to the extent of any inconsistency.

5. EXTRA CLAIMS

The parties to this Agreement shall not make any extra claims during the nominal term of the Agreement.

6. WHO IS COVERED BY THE AGREEMENT

This Agreement applies to Employees engaged by Channel 9 South Australia who are employed to perform work in the classifications described in Appendix B of the Incorporated Terms.

7. DEFINITIONS

7.1 In this Agreement:

- (a) "**Award**" means the Television Industry Award 2000.
- (b) "**Base Pay Rate**" means the minimum rate of pay for Employees for each classification in Appendix B of the Incorporated Terms as increased during the life of this Agreement in accordance with clause 12. The table attached as Schedule A sets out in the column headed "\$ Base Pay Rate at 31/12/07" the Base Pay Rate of Employees immediately prior to the date of effect of the pay increases applicable under this Agreement.
- (c) "**Child**" means an adopted child, a stepchild, an ex-nuptial child and an adult child.
- (d) "**Clear day**" means:
- (i) 30 hours where the last shift before the Employee takes one clear day ended at or after 7pm, or
 - (ii) 36 hours where the last shift before the Employee takes one clear day ended before 7pm, or
 - (iii) where two or more days are given consecutively 24 hours for the second and subsequent days.
- (e) "**Employee**" means a Channel 9 South Australia Employee working in a classification detailed in Appendix B of the Incorporated Terms. The term includes permanent, part-time and casual Employees except where otherwise indicated.

- (f) **“Immediate family member”** means an Employee’s spouse, child, parent, grandparent, sibling, and an Employee’s spouse’s child, parent, grandparent, grandchild and siblings.
- (g) **“Personal Margin”** means the difference (where applicable) between the actual pay rate received by an Employee for their ordinary hours of work and the Base Pay Rate under this Agreement.
- (h) **“Related Entity”** means a related entity of Channel 9 South Australia as defined by the *Corporations Act 2001 (Cth)*.
- (i) **“Spouse”** means a former spouse, a de-facto spouse and a former de-facto spouse.
- (j) **“Total Pay Rate”** means the Base Pay Rate applicable at any particular point in time under clause 12 of this Agreement, plus any Personal Margin. The Total Pay Rate shall be viewed as the ordinary rate of pay for the purpose of calculating entitlements under this Agreement and relevant legislation.
- (k) **“Weeks Pay”** means the appropriate Weekly Base Pay Rate specified in Schedule A to this Agreement.

8. INTERPRETATION

- 8.1 This Agreement contains the entire understanding between the parties concerning its subject matter and supersedes all prior communications, representations and understandings between the parties.
- 8.2 The Schedules form part of this Agreement.

9. CLASSIFICATIONS

- 9.1 Employees shall be appointed by Channel 9 South Australia to one of the classifications set out in Appendix B of the Incorporated Terms.
- 9.2 From time to time Channel 9 South Australia may temporarily appoint an Employee to a different classification in order to cover the absence of another Employee.

10. LOCATION

- 10.1 All Employees place of work will initially be Tynte Street, Adelaide South Australia.
- 10.2 Channel 9 South Australia may require Employees to work at another location in accordance with the needs of the business.
- 10.3 Employees agree to work at any of the different locations where Channel 9 South Australia requires Employees to do so.

11. PROBATIONARY PERIOD

- 11.1 This clause does not apply to an Employee engaged as a casual.
- 11.2 All new Employees are subject to a six (6) month probation period on commencement of employment with Channel 9 South Australia.
- 11.3 During the probationary period either an Employee or Channel 9 South Australia may terminate the Employee’s employment upon one (1) week’s notice. Channel 9 South Australia may provide an Employee with one (1) Week’s Pay in lieu of notice.

12. PAY INCREASES

Amount and timing of pay increases

- 12.1 During the nominal term of this Agreement, there are three (3) pay increases provided.
- 12.2 The three (3) pay increases will be afforded from the first full pay period on or following:
- (a) 1 January 2008 – 4.5% Base Pay Rate increase
 - (b) 1 January 2009 – 3% Base Pay Rate increase
 - (c) 1 January 2010 – the greater of 3% Base Pay Rate increase, or the applicable pay increase determined on a percentage basis in August 2009 of Channel 9 South Australia's Related Entity's.

These Base Pay Rates are set out in Schedule A.

13. SALARIED ARRANGEMENTS

Provision for salaried arrangements

- 13.1 Where agreed between an Employee and Channel 9 South Australia, an Employee may be paid on the basis of a salary agreement. The purpose of such an arrangement is to determine a salary level that has the effect of averaging out over a year what would normally be paid for shift penalties, overtime and other loadings and penalties.
- 13.2 An Employees' salary arrangement will be determined through recognition of the Total Pay Rate applicable under this Agreement, and will be inclusive of loading in lieu of overtime payments, annual leave loading, allowances, penalties and Personal Margin.
- 13.3 No salary agreement will come into operation unless an Employee agrees that the following provisions of this Agreement do not operate:
- (a) Incorporated Term Clause 27 - Hours of Work
 - (b) Incorporated Term Clause 28 - Rosters
 - (c) Incorporated Term Clause 29 - Shift Duty - Allowance and Payment for Saturday and Sunday Work
 - (d) Incorporated Term Clause 31 - Overtime
 - (e) Incorporated Term Sub-clause 32.7 - Annual Leave Loading
 - (f) Incorporated Term Clause 19 - Director's Loading
 - (g) Incorporated Term Clause 25 - Allowances
 - (h) Incorporated Term Sub-clause 35.7 - Public Holidays
 - (i) Agreement Clause 20.3 - Meal Allowance
 - (j) Agreement Clause 21 - Single Camera Allowance
 - (k) Agreement Clause 23.2, 23.3 - Rostering of Consecutive Days Off
 - (l) Agreement Clause 22 - Mid to dawn Shift Allowance and Solo Presentation Coordinator's Loading
 - (m) Agreement Clause 23.4 - Overtime payments for Work on Rostered Day Off

Salary Agreement

- 13.4 Any agreed salary agreement shall be in writing specifying:
- (a) the Employee's classification;
 - (b) the date of effect of the salary arrangement;
 - (c) the fact the Employee agrees to the conditions detailed in clause 13.3 of this Agreement.

Salaried Arrangements and other entitlements

- 13.5 The agreed salary shall be treated as pay for all purposes, including superannuation.

Salaried Arrangement – no disadvantage

- 13.6 On an overall basis, an Employees' salary arrangement must not disadvantage an Employee compared to the benefits available under the Incorporated Terms and this Agreement. Where an Employee is disadvantaged, an Employee may elect to terminate or renegotiate a salary agreement.

Agreement Increases

- 13.7 A salaried Employee engaged under this Agreement shall receive the pay increases as specified in Clause 12 of this Agreement.

14. CASUAL EMPLOYEES LOADING

A casual Employee must be paid an ordinary time weekly rate made up of 1/38th of the appropriate Weekly Base Pay Rate plus a 20% loading from the date this Agreement comes into operation.

15. REGULAR PART-TIME EMPLOYMENT

- 15.1 At the time of engagement or conversion to part-time employment (either on a temporary or ongoing basis), the Employee and Channel 9 South Australia will agree in writing on the number of hours to be worked in each week. The shift hours and days will be rostered in accordance with Incorporated Terms 27, 28 and 29.
- 15.2 Employees employed as at the date this Agreement comes into operation and who are working on a part-time basis on specific days or with specific start and finish times shall continue to work the agreed days and/or times until otherwise agreed by the Employee and the Channel 9 South Australia.
- 15.3 A part-time Employee shall be entitled to a minimum of four consecutive hours on any shift. The part-time roster will not include any split shift arrangements. If a part-time Employee is required to work additional hours to those outside of the agreed roster, they will be paid in accordance with Incorporated Term 31.
- 15.4 A part-time Employee will receive, on a proportionate basis, equivalent pay and conditions to those of a full-time Employee of the same classification.

16. SUPERANNUATION

Superannuation and salary sacrifice

- 16.1 Channel 9 South Australia's policy in relation to salary sacrificing for superannuation applies to all Employees. As a general rule, so long as all relevant legal requirements are met, Channel 9 South Australia will agree to an Employee sacrificing part of their Total Pay Rate towards superannuation. The amount sacrificed will continue to be deemed to be part of the Employee's Total Pay Rate.

- 16.2 Any salary sacrifice shall not in any way reduce an Employees' entitlements under this Agreement or relevant legislation.

17. SUPERANNUATION AND CHOICE OF FUND

- 17.1 Where required, Channel 9 South Australia will contribute superannuation contributions on Employees behalf in accordance with superannuation legislation in force from time to time.
- 17.2 Channel 9 South Australia offers all staff choice of superannuation fund.
- 17.3 The Channel 9 South Australia Superannuation Plan, (a sub plan of Mercer Super Trust) will be considered a "fund" in addition to those superannuation funds listed in Incorporated Term clause 26.3.
- 17.4 The parties agree that where an Employee picks a fund other than the default fund, the level of employer superannuation contributions established by this Agreement shall be maintained.

Default Fund

- 17.5 The AON Master Trust shall be the default superannuation fund for all Employees.

18. TRAVEL EXPENSES

Accommodation

- 18.1 Where an overnight stay is required, Channel 9 South Australia will provide accommodation of a suitable standard. Where possible, the cost of accommodation will be paid directly by Channel 9 South Australia. If this is not possible a monetary advance equivalent to the expected level of expenditure will be paid either in the account nominated for normal pay arrangements or by cash to the Employee. Reimbursement for other incidental expenses (excluding Meals which are compensated through the payment of the Travel Allowance) will be in accordance with Channel 9 South Australia policy.

Travel Allowance

- 18.2 Where an overnight stay is required, Channel 9 South Australia will provide a daily travel allowance. The allowance will be adjusted each year on 1 July during the nominal term of this Agreement based on the annual CPI increase for the proceeding March quarter. The allowance as at November 2008 is \$72 per day. Where possible, daily travel allowances will be paid in advance to the Employee. For the avoidance of doubt this allowance is intended to cover an Employees expenditure on meals during an overnight stay.

19. OVERTIME

- 19.1 Channel 9 South Australia will make its best endeavours wherever possible and practicable to give permanent Employees the first option to perform overtime, ahead of freelance or casual Employees.
- 19.2 Overtime, other than overtime performed on a rostered day off shall be payable in accordance with the arrangements detailed in Incorporated Term clause 31.

20. MEAL BREAKS

Provision for meal breaks

- 20.1 An Employee must be allowed a meal period during or at the end of the first five hours work of work. A subsequent meal break must be allowed during or at the end of the next five and a half hours of work.
- 20.2 The meal period is to be not less than half an hour or more than one hour.

Meal Allowances

- 20.3 The following arrangements apply for the payment of meal allowances:
 - (a) Where an Employee does not receive a meal break they shall be paid meal allowance.
 - (b) Where an Employee is required to continue working beyond 30 minutes after a second or subsequent meal period becomes due, the Employee will be paid a meal allowance.
 - (c) The meal allowance payable as at November 2008 is \$16.60. This amount will be adjusted each year on 1 July during the nominal term of this Agreement based on the annual CPI increase for the preceding March quarter.

21. SINGLE CAMERA ALLOWANCE

An allowance of \$15.10 per day continues to be paid to an ENG Camera Operator who works as the only News Camera operator during a shift without an assistant at any level.

22. MID TO DAWN SHIFT ALLOWANCE

- 22.1 Two people will continue to be rostered on mid to dawn shifts, unless individual Employees agree to work these shifts solo. Employees who work the mid to dawn shift shall receive a 20% allowance in accordance with Incorporated Term 29.

Solo Presentation Co-ordinator's Loading

- 22.2 Any Employee who performs work as a Presentation Co-ordinator alone during a mid to dawn shift, with no other Employee present at that Employee's location, is entitled to receive an additional 15% loading on the Employees' Base Pay Rate for the hours (or part thereof) worked alone.
- 22.3 Despite any other term of this Agreement, this loading is additional to the mid to dawn shift allowance. The midnight to dawn shift is as per clause 29.3 of Incorporated Term 29, and is a rostered shift falling between midnight and 6am.

23. ROSTERS

Work/life balance

- 23.1 Employees' work/life balance will be taken into account in consideration of rosters, working of overtime or additional hours which may be reasonable. In determining rosters, Channel 9 South Australia will aim to provide staff with two consecutive days off in a seven day shift cycle.

Rostering of consecutive days off

- 23.2 During each 28-day roster period Channel 9 South Australia will use its best endeavours to roster clear days off consecutively each week.

- 23.3 Where an Employee does not receive a clear day off, an Employee is entitled to payment at the rate of double time for the next rostered shift, irrespective of the fact that work would otherwise have been paid at ordinary time or overtime at the finish of the shift prior to a rostered day off, or prior to the commencement of a shift following the rostered day off.

Overtime payments for work on Rostered Day Off

- 23.4 The following arrangements will apply in respect to overtime payments on rostered days off:
- (a) Any work performed by an Employee on any day for which the Employee is rostered off shall entitle the Employee to an overtime payment at the rate of double time for all time worked other than on public holidays when the payment shall be at the rate of double time and one half.
 - (b) An Employee shall be entitled to a minimum payment of four hours regardless of the actual hours worked on any day an Employee performs work on a rostered day off.
 - (c) An Employee who does not receive a clear day off due to work on a rostered day off is not entitled to payment of double time for the next rostered shift.

24. PAID PERSONAL/CARERS LEAVE

- 24.1 This clause does not apply to an Employee engaged as a casual.
- 24.2 Employees are entitled to accrue and take personal/carer's leave in accordance with the relevant provisions of the *Workplace Relations Act* however, Employees will be entitled to accrued an additional two (2) days paid personal/carer's for each completed year of service. Personal leave includes carers leave and sick leave. For the avoidance of doubt, this means that a full-time Employee will accrue 12 days personal/carer's leave per year during the nominal term of this Agreement.
- 24.3 Up to 10 days of an Employee's personal leave can be taken each year as carer's leave when an Employee is required to provide care and support to a member of the Employee's immediate family, or a member of the Employee's household because of:
- (a) a personal illness or injury of the member; or
 - (b) an unexpected emergency affecting the member.
- 24.4 Channel 9 South Australia may require an Employee to provide reasonable proof of their need to take personal leave. Employees must comply with any such requirement. A medical certificate or, if that is not reasonably practicable, a statutory declaration, will constitute reasonable proof.
- 24.5 Further, an Employee or a family member must advise Channel 9 South Australia of any absence on account of injury, illness or carer's responsibilities as soon as reasonably practicable to ensure Channel 9 South Australia can make timely arrangements to cover an Employee's absence. Employees or their family member must also inform Channel 9 South Australia of the estimated duration of their absence.
- 24.6 Where an Employee is absent for two (2) or more consecutive working days, they must prove to the reasonable satisfaction of Channel 9 South Australia, that they were unable to attend work on account of injury or illness or carer's responsibilities on the days for which personal leave is claimed.
- 24.7 Personal leave entitlements not claimed in any one (1) year will accumulate from year to year during an Employee's employment.
- 24.8 No payment will be made for unused personal leave on termination of employment.

- 24.9 If an Employee is suffering from a personal illness or injury which prevents them from attending work and they do not have sufficient accrued personal leave to cover the absence from work, they agree to use their accrued annual leave to cover their absence. In the event an Employee does not have sufficient accrued annual leave to cover their absence, they agree to take leave without pay. During the period of absence an Employee is required to continue to comply with the notice and documentation provisions of this clause. Any period of leave without pay which exceeds five working days will not count as service for the purposes of this Agreement, including in relation to the accrual of annual leave, personal leave and long service leave.

25. UNPAID PERSONAL/CARERS' LEAVE

An Employee who has exhausted their entitlement to paid carers' leave is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of an Employee's immediate family, or of an Employee's household, requires care or support during such a period because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member.

26. COMPASSIONATE LEAVE

- 26.1 This clause does not apply to an Employee engaged as a casual.
- 26.2 An Employee is entitled to be paid compassionate leave of two (2) days per occasion for:
- (a) the purposes of spending time with a person who is a member of the Employee's immediate family or household and has an illness or injury that poses a serious threat to his or her life;
 - (b) bereavement, following the death of a member of the Employee's immediate family or household.
- 26.3 Channel 9 South Australia may seek evidence of the illness, death or injury for which compassionate leave is sought.
- 26.4 Channel 9 South Australia may in its absolute discretion, agree to grant an Employee additional paid compassionate leave.
- 26.5 In the event an Employee needs to discharge obligations or pay respects to a deceased person who is not an immediate family member, appropriate leave may be considered by Channel 9 South Australia in its absolute discretion.

27. CASHING OUT ANNUAL LEAVE

- 27.1 This clause does not apply to an Employee engaged as a casual.
- 27.2 An Employee may elect to forgo some of their accrued annual leave and receive payment instead of taking that annual leave. The amount of annual leave that an Employee can forgo and receive payment in a 12-month period is an amount up to 1/26 of the nominal hours worked by the Employee in the 12-month period. (For a full-time Employee this would be 10 days.)
- 27.3 To make an election to cash out annual leave, an Employee must give Channel 9 South Australia a notice in writing in the form set out in Schedule C.
- 27.4 Channel 9 South Australia will consider an Employee's election and may authorise an Employee to forgo the amount of annual leave.
- 27.5 If Channel 9 South Australia authorises an Employee to forgo an amount of annual leave, Channel 9 South Australia will pay the Employee within 14 days of the

authorisation the amount of pay the Employee is entitled to receive in lieu of the amount of annual leave.

28. CASHING OUT LONG SERVICE LEAVE

- 28.1 An Employee may elect to forgo an amount of their long service leave entitlements and receive payment instead of taking that amount of leave.
- 28.2 To make an election to cash out long service leave, an Employee must give Channel 9 South Australia a notice in writing in the form set out in Schedule D.
- 28.3 Channel 9 South Australia will consider an Employee's election and may authorise an Employee to forgo the amount of long service leave.
- 28.4 If Channel 9 South Australia authorises an Employee to forgo an amount of long service leave, Channel 9 South Australia will pay the Employee within 14 days of the authorisation the amount of pay the Employee is entitled to receive in lieu of the amount of long service leave.
- 28.5 To avoid any doubt, the provisions of this Agreement regarding cashing out of long service leave are inconsistent with the provisions of the relevant long service leave legislation. Accordingly, the relevant provisions of this Agreement prevail over any provisions of the relevant legislation which prohibits or prevents payment in lieu of long service leave. Once a payment in lieu of long service leave has been made, an Employee will have no entitlement at any time with respect to the period of long service leave forgone.

29. EMPLOYEE MONITORING

- 29.1 Employees should be aware that Channel 9 South Australia conducts camera, computer and tracking surveillance. The surveillance is continuous and ongoing.
- 29.2 The surveillance information recorded by Channel 9 South Australia is intended to be used:
 - (a) for general security and safety purposes;
 - (b) to establish whether or not an Employee is involved in unlawful activity in the workplace; and
 - (c) for the purpose of taking disciplinary action or legal proceedings against any person as a consequence of any alleged unlawful activity in the workplace as established.
- 29.3 No surveillance will take place within change rooms, toilets, bathroom facilities or meal rooms.

30. ETHICAL USE OF DATA

The parties are committed to the ethical presentation of news and current affairs. Employees shall not be required to manipulate audio or vision data in such a way as to misrepresent news or current affairs productions.

31. EMPLOYEE REPRESENTATION

Channel 9 South Australia recognises that Employees are free to choose to join a union or other representative body. Irrespective of their choice, Employees will not be disadvantaged in respect of their employment.

32. REDUNDANCY

32.1 This clause does not apply to an Employee engaged as a casual.

Consultation

32.2 In the event that Channel 9 South Australia identifies that Employees are potentially surplus to requirements Channel 9 South Australia shall advise the relevant Employees and where they choose, their representatives of the nature, extent and reason for potential redundancies prior to any decision being taken. The parties shall consult on means to reduce the extent, and mitigate the effect, of potential redundancies.

Commitment to no forced redundancies

32.3 Channel 9 South Australia will not institute any involuntary redundancies prior to the nominal expiry date of this Agreement.

Redundancy Process

32.4 If, following consultation, Channel 9 South Australia determines that Employees are surplus to requirements, Channel 9 South Australia shall apply the following redundancy process:

- (a) A general "Expression of Interest" in voluntary redundancy will be made to all Employees in areas identified by Channel 9 South Australia as having surplus Employees. Any offers of voluntary redundancy and any subsequent expressions of interest will not be binding on Channel 9 South Australia or an Employee.
- (b) Channel 9 South Australia shall identify Employees to be offered a voluntary redundancy from the expressions of interest.
- (c) Where insufficient numbers of suitable Employees have accepted the offer of a voluntary redundancy, Channel 9 South Australia will use its reasonable endeavours to retrain, and thus engage any surplus Employee in suitable alternate employment with Channel 9 South Australia.
- (d) In calculating redundancy entitlements years of service is taken to include all years of service with Channel 9 South Australia, regardless of business ownership.

Notice periods for termination due to Redundancy- New Employees

32.5 An Employee engaged after the date this Agreement comes into operation, and whose position is made redundant, shall be entitled to receive the following notice (or payment in lieu thereof):

Notice Period *

Less than 1 year service	1 week
More than 1 year, but less than 3 years	2 weeks
More than 3 years, but less than 5 years	3 weeks
More than 5 years service	4 weeks

32.6 The period of notice or payment in lieu of notice for an Employee shall however, be increased by one (1) week if an Employee is over 45 years of age and has completed at least 2 years of service.

32.7 No other notice that would otherwise be applicable under Incorporated Term clause 16 shall be payable.

Notice periods for termination due to Redundancy- Existing Employees

32.8 An Employee engaged prior to the date this Agreement comes into operation, and whose position is made redundant, shall be entitled to receive the notice (or payment in lieu thereof) identified in Schedule B.

Redundancy Payments – New Employees

- 32.9 An Employee engaged after the date this Agreement comes into operation, and whose position is made redundant, shall be entitled to receive redundancy pay at the rate of two (2) Weeks Pay per completed year of service, provided the maximum payment shall not exceed 30 weeks.

Redundancy Payments – Existing Employees

- 32.10 Redundancy payments for Employees engaged prior to the date this Agreement comes into operation will be based on terms detailed at Schedule B.

Other termination payments - all Employees

- 32.11 Accrued but untaken annual leave, annual leave loading (where applicable) and long service leave (if applicable) will also be paid on termination of employment due to redundancy.
- 32.12 Accrued but untaken sick leave is not paid on termination of employment due to redundancy.

Job Search entitlement - all Employees

- 32.13 During the period of notice given by Channel 9 South Australia, an Employee shall be allowed up to one day's time off without loss of pay during each week of the period of notice for the purpose of seeking other employment.
- 32.14 If an Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of Channel 9 South Australia, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. Proof in the nature of a statutory declaration will be sufficient.

Exemptions from obligation to pay redundancy pay - all Employees

- 32.15 A redundancy payment will not be payable in any of the following circumstances:
- (a) If an Employee's period of continuous service with Channel 9 South Australia is less than 12 months.
 - (b) An Employee's employment is terminated as a consequence of misconduct, performance issues, negligence, abandonment, neglect or refusal of duty, or voluntary resignation by an Employee at any time prior to the expiry of the notice of redundancy.
 - (c) If Channel 9 South Australia offers an Employee alternative employment or obtains an offer of alternative employment from another employer and in the opinion of Channel 9 South Australia, an Employee unreasonably declines to accept such an offer.
 - (d) Where the business of Channel 9 South Australia is transmitted from Channel 9 South Australia to another employer (the "transmittee"), in the following circumstances:
 - (i) where an Employee accepts employment with the transmittee which recognises an Employee's period of continuous service with Channel 9 South Australia to be continuous service with the transmittee; or
 - (ii) where an Employee rejects an offer of alternative employment with the transmittee, and that alternative offer of employment includes recognition of service with Channel 9 South Australia and, is an offer of employment made in which the terms and conditions are substantially similar to, or no less favourable overall, than the terms and conditions applicable to an Employee at the time of ceasing employment with Channel 9 South Australia.

- (e) An Employee is a trainee or apprentice.
- (f) An Employee is an Employee engaged for a specified period of time or for a specified task or tasks.
- (g) An Employee is serving a period of probation or a qualifying period.
- (h) An Employee is a seasonal Employee.
- (i) An Employee is a daily or weekly hire Employee, whose employment is subject to seasonal factors and production workloads.
- (j) An Employee is reasonably required to relocate to another work location within Adelaide.

33. RECOVERY OF OVERPAYMENT

- 33.1 Channel 9 South Australia may recover any previous overpayment of an Employee's salary or entitlements by making a deduction (or deductions) from any monies due to be paid to the Employee.
- 33.2 Employees will be advised prior to any deductions being made of the amount to be recovered, the reason for overpayment, and the intended schedule of deductions.

34. RETURN OF PROPERTY

Immediately upon the termination of an Employees' employment for any reason, or otherwise at Channel 9 South Australia's request, an Employee must return to Channel 9 South Australia all property belonging to Channel 9 South Australia and any information which relates to the business of Channel 9 South Australia or their customers and clients which is in an Employees' possession or control, including, but not limited to, all Confidential Information, Intellectual Property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).

35. OCCUPATIONAL HEALTH & SAFETY

- 35.1 Channel 9 South Australia agrees that it is its duty to each Employee to ensure so far as reasonably practicable, that an Employee is, while at work, safe from injury and risks to health
- 35.2 Employees agree to:
 - (a) take care for their own safety and the safety of others who may be affected by what they do or do not do in performing their work;
 - (b) co-operate with NSW9 on health and safety matters;
 - (c) follow the emergency procedures applicable to the area in which they are working; and
 - (d) report any accidents, hazards or sub-standard conditions arising in the workplace to their manager.
- 35.3 Employees agree that they will advise Channel 9 South Australia of any drugs or medication they are taking which may affect their ability to work safely.
- 35.4 Both parties will work in a cooperative way to create and maintain a healthy and safe workplace and to deal quickly with any immediate or emerging threats to occupational health and safety.

36. INSPECTION OF PERSONAL PROPERTY

- 36.1 Channel 9 South Australia may, through its officers, employees or delegates, inspect Employees' personal property (including bags, lockers and pockets) on Channel 9 South Australia premises, at any time, as part of an investigation into an Employee's performance or conduct, as well as for security, safety and other related reasons.
- 36.2 An Employee will be advised in advance of the intention of Channel 9 South Australia to conduct any inspection as described in 36.1. An Employee will be given the opportunity to be present during such inspection, and to have a support person with them at the time of inspection.

37. DISPUTE SETTLING PROCEDURES

- 37.1 These procedures aim to avoid and resolve as quickly and fairly as possible any disputes in relation to matters arising under this Agreement through the following steps:
- (a) In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace. As a first step, discussions should occur between the Employee or Employees concerned, and the relevant supervisor. If such discussions do not resolve the dispute, the discussions should escalate to involve more senior levels of management, such as the General Manager and HR department, as appropriate.
 - (b) If a dispute in relation to a matter arising under the Agreement is unable to be resolved using the above method, then the dispute may be referred by either party to the AIRC for resolution by mediation and/or conciliation.
 - (c) Where the matter in dispute remains unresolved, arbitration may be a necessary remedy. If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which in the opinion of the AIRC are necessary to make the arbitration effective.
 - (d) Any decision or direction the AIRC makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and a decision made as a result of arbitration shall be accepted by the parties as settlement of the dispute and will be complied with.
 - (e) In exercising its powers under this clause, the AIRC shall act according to equity, good conscience and the merits of the case without regard to technicalities and legal form.
 - (f) The AIRC shall apply the rules of natural justice and shall ensure the parties have a reasonable opportunity to be heard.
 - (g) A party to a dispute may appoint another person, organisation or association to notify a dispute on their behalf, accompany or represent them in relation to every step in a dispute.
- 37.2 Pending the resolution of the dispute:
- (a) normal work is to continue in accordance with the reasonable directions of Channel 9 South Australia unless an Employee has a reasonable concern about an imminent risk to their health and safety;
 - (b) subject to relevant provisions of any occupational health and safety legislation, even if an Employee has a reasonable concern about an imminent risk to their health and safety, an Employee must not unreasonably fail to comply with a direction by Channel 9 South Australia to perform other available work that is safe and appropriate for an Employee to perform;

- (c) an Employee will co-operate with Channel 9 South Australia to ensure that the dispute resolution procedures are carried out as quickly as reasonably possible.

37.3 In order to facilitate the procedure in this clause:

- (a) The party with the dispute must notify the other party at the earliest opportunity of the problem.
- (b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- (c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

38. TERMINATION OF AGREEMENT

- 38.1 Following the expiry of the nominal term of this Agreement, either Channel 9 South Australia or the Employees (the "terminating party") may provide the other party with a written notice (in the form required by the Workplace Authority), of its intention to terminate this Agreement.
- 38.2 At least 28 clear days after the notice is provided in accordance with the above clause, this Agreement may be terminated by the terminating party writing a letter to the other party stating words to the effect that this Agreement is terminated.
- 38.3 At any time after the provision of the letter in accordance with the above clause the terminating party will complete the required declaration form and lodge it with the Workplace Authority. On the date of lodgement of the completed declaration form, this Agreement will be terminated.

SCHEDULE A
Pay Rates & Classifications

				Pay increase effective from the first full pay period on or following:					
Sch No	Classification	Award %	Weekly \$ Base Pay Rate at 31/12/2007	1/01/2008		1/01/2009		1/01/2010	
				\$ Increase (4.5%)	New Weekly Base Pay Rate	\$ Increase (3%)	New weekly Base Pay Rate	\$ Increase (3%)*	New Weekly Base Pay Rate
A2	Supervising Technician A	160.0%	\$911.28	\$41.01	\$952.29	\$28.57	\$980.86	\$29.43	\$1,010.28
A7	Supervising Technician B	142.5%	\$838.61	\$37.74	\$876.34	\$26.29	\$902.63	\$27.08	\$929.71
A14	Senior Technician A	130.0%	\$781.22	\$35.15	\$816.37	\$24.49	\$840.86	\$25.23	\$866.09
A26	Senior Technician B	120.0%	\$736.35	\$33.14	\$769.49	\$23.08	\$792.57	\$23.78	\$816.35
A32	Technician A	115.0%	\$718.96	\$32.35	\$751.31	\$22.54	\$773.85	\$23.22	\$797.07
A32	Technician A	110.0%	\$705.07	\$31.73	\$736.80	\$22.10	\$758.90	\$22.77	\$781.67
A50	Technician B	105.0%	\$681.04	\$30.65	\$711.68	\$21.35	\$733.03	\$21.99	\$755.02
A50	Technician B	100.0%	\$663.84	\$29.87	\$693.71	\$20.81	\$714.52	\$21.44	\$735.96
A66	Trainee Technician	92.4%	\$629.60	\$28.33	\$657.93	\$19.74	\$677.67	\$20.33	\$698.00
A7	Supervising Audio	140.0%	\$826.70	\$37.20	\$863.90	\$25.92	\$889.82	\$26.69	\$916.52
A14	Senior Audio Director A	130.0%	\$781.22	\$35.15	\$816.37	\$24.49	\$840.86	\$25.23	\$866.09
A26	Senior Audio Director B	120.0%	\$736.35	\$33.14	\$769.49	\$23.08	\$792.57	\$23.78	\$816.35
A32	Audio Operator A/Audio Director	115.0%	\$718.96	\$32.35	\$751.31	\$22.54	\$773.85	\$23.22	\$797.07
A21	Audio Operator A	110.0%	\$705.07	\$31.73	\$736.80	\$22.10	\$758.90	\$22.77	\$781.67
A50	Audio Operator B	105.0%	\$681.04	\$30.65	\$711.68	\$21.35	\$733.03	\$21.99	\$755.02
A50	Audio Operator B	100.0%	\$663.84	\$29.87	\$693.71	\$20.81	\$714.52	\$21.44	\$735.96
A66	Trainee Audio Operator	92.4%	\$629.60	\$28.33	\$657.93	\$19.74	\$677.67	\$20.33	\$698.00
A7	Supervisor Lighting	140.0%	\$826.70	\$37.20	\$863.90	\$25.92	\$889.82	\$26.69	\$916.52
A14	Senior Lighting Director A	130.0%	\$781.22	\$35.15	\$816.37	\$24.49	\$840.86	\$25.23	\$866.09
A26	Senior Lighting Director B	120.0%	\$736.35	\$33.14	\$769.49	\$23.08	\$792.57	\$23.78	\$816.35
A32	Lighting Operator A/Lighting Director	115.0%	\$718.64	\$32.34	\$750.98	\$22.53	\$773.51	\$23.21	\$796.72
A32	Lighting Operator A	110.0%	\$705.07	\$31.73	\$736.80	\$22.10	\$758.90	\$22.77	\$781.67
A50	Lighting Operator B	105.0%	\$681.04	\$30.65	\$711.68	\$21.35	\$733.03	\$21.99	\$755.02
A50	Lighting Operator B	100.0%	\$663.84	\$29.87	\$693.71	\$20.81	\$714.52	\$21.44	\$735.96
A66	Trainee Lighting Operator	92.4%	\$629.60	\$28.33	\$657.93	\$19.74	\$677.67	\$20.33	\$698.00
A7	MC Supervisor	142.5%	\$838.61	\$37.74	\$876.34	\$26.29	\$902.63	\$27.08	\$929.71
A14	Senior MC Operator A	130.0%	\$781.22	\$35.15	\$816.37	\$24.49	\$840.86	\$25.23	\$866.09
A26	Senior MC Operator B	120.0%	\$736.35	\$33.14	\$769.49	\$23.08	\$792.57	\$23.78	\$816.35
A32	MC Operator A	115.0%	\$718.64	\$32.34	\$750.98	\$22.53	\$773.51	\$23.21	\$796.72
A32	MC Operator A	110.0%	\$705.07	\$31.73	\$736.80	\$22.10	\$758.90	\$22.77	\$781.67
A50	MC Operator B	105.0%	\$681.04	\$30.65	\$711.68	\$21.35	\$733.03	\$21.99	\$755.02
A50	MC Operator B	100.0%	\$663.84	\$29.87	\$693.71	\$20.81	\$714.52	\$21.44	\$735.96
A66	Trainee MC Operator	92.4%	\$629.60	\$28.33	\$657.93	\$19.74	\$677.67	\$20.33	\$698.00
A7	Videotape Supervisor/Post Production Senior Editor	142.5%	\$838.61	\$37.74	\$876.34	\$26.29	\$902.63	\$27.08	\$929.71
A14	Post Production Editor A	130.0%	\$781.22	\$35.15	\$816.37	\$24.49	\$840.86	\$25.23	\$866.09
A26	Senior Production Videotape Operator A/ Post Prod Editor B	120.0%	\$736.35	\$33.14	\$769.49	\$23.08	\$792.57	\$23.78	\$816.35

A32	Editor A	115.0%	\$718.64	\$32.34	\$750.98	\$22.53	\$773.51	\$23.21	\$796.72
A32	Production Videotape Operator A/ Editor B	110.0%	\$705.07	\$31.73	\$736.80	\$22.10	\$758.90	\$22.77	\$781.67
A50	Production Videotape Operator B	105.0%	\$681.04	\$30.65	\$711.68	\$21.35	\$733.03	\$21.99	\$755.02
A50	Videotape Operator	100.0%	\$663.84	\$29.87	\$693.71	\$20.81	\$714.52	\$21.44	\$735.96
A66	Trainee Videotape Operator	92.4%	\$629.60	\$28.33	\$657.93	\$19.74	\$677.67	\$20.33	\$698.00
A1	Supervising Director	160.0%	\$912.48	\$41.06	\$953.54	\$28.61	\$982.15	\$29.46	\$1,011.62
A32	Director "Major Production" /Specialist	142.5%	\$852.74	\$38.37	\$891.11	\$26.73	\$917.84	\$27.54	\$945.38
A12	Senior Director	135.0%	\$804.19	\$36.19	\$840.38	\$25.21	\$865.59	\$25.97	\$891.56
A10	Supervising Presentation Coordinator	140.0%	\$826.64	\$37.20	\$863.84	\$25.92	\$889.76	\$26.69	\$916.45
A16	Presentation Coordinator	125.0%	\$765.32	\$34.44	\$799.76	\$23.99	\$823.76	\$24.71	\$848.47
A4	Supervising ENG Camera Operator	160.0%	\$912.33	\$41.05	\$953.38	\$28.60	\$981.99	\$29.46	\$1,011.45
A5	Specialist ENG Camera Operator	150.0%	\$879.00	\$39.56	\$918.56	\$27.56	\$946.12	\$28.38	\$974.50
A13	Senior ENG Camera Operator	135.0%	\$804.12	\$36.19	\$840.30	\$25.21	\$865.51	\$25.97	\$891.48
A43	Senior ENG Camera Assistant	110.0%	\$703.43	\$31.65	\$735.08	\$22.05	\$757.13	\$22.71	\$779.85
A46	ENG Camera Assistant	105.0%	\$681.04	\$30.65	\$711.68	\$21.35	\$733.03	\$21.99	\$755.02
A59	Trainee ENG Camera Production/Directors	92.4%	\$631.76	\$28.43	\$660.18	\$19.81	\$679.99	\$20.40	\$700.39
A29	Assistant "Major Productions" / VCG Operator "Major Productions"	115.0%	\$721.97	\$32.49	\$754.46	\$22.63	\$777.09	\$23.31	\$800.41
A51	Producer/Directors Assistant/VCG Op	100.0%	\$663.84	\$29.87	\$693.71	\$20.81	\$714.52	\$21.44	\$735.96
A67	Trainee Producers/Directors Assistant/ Trainee VCG Operator	92.4%	\$629.60	\$28.33	\$657.93	\$19.74	\$677.67	\$20.33	\$698.00
A9	Supervisor Camera	140.0%	\$826.71	\$37.20	\$863.91	\$25.92	\$889.83	\$26.69	\$916.53
A15	Senior Camera Operator A	130.0%	\$781.71	\$35.18	\$816.88	\$24.51	\$841.39	\$25.24	\$866.63
A23	Senior Camera Operator B	120.0%	\$737.51	\$33.19	\$770.69	\$23.12	\$793.81	\$23.81	\$817.63
A20	Senior/Specialist Graphic Artist	115.0%	\$730.95	\$32.89	\$763.84	\$22.92	\$786.75	\$23.60	\$810.36
A42	Graphic Artist	105.0%	\$686.59	\$30.90	\$717.48	\$21.52	\$739.01	\$22.17	\$761.18
A25	Floor Manager	110.0%	\$717.54	\$32.29	\$749.83	\$22.49	\$772.33	\$23.17	\$795.50
A71	Music/Video Librarian	105.0%	\$679.41	\$30.57	\$709.99	\$21.30	\$731.29	\$21.94	\$753.23

* Based upon 3% increase

SCHEDULE B

Redundancy Entitlements - Existing Employees

1. The following provisions apply to those Employees engaged prior to the date this Agreement comes into operation.
2. Any payment made pursuant to the below scale shall be calculated at the Total Pay Rate applicable to the Employee.
3. The period of notice of termination or payment in lieu of notice for an Employee shall be increased by one week if an Employee is over 45 years of age.
4. No other notice that would otherwise be applicable under Incorporated Term clause 16 shall be payable.
5. The provisions of the table shall apply with the following modifications:
 - (a) Employees who have completed sufficient years of service as at the date this Agreement comes into operation which equate to a redundancy payment entitlement that is in excess of thirty (30) weeks shall on being made redundant during the nominal term of this Agreement, receive that redundancy payment entitlement. However, that redundancy payment entitlement is frozen as at the date this Agreement comes into operation such that no further redundancy payment entitlements will accrue. For example an Employee who has completed more than 13 years but less than 14 years of service at the date this Agreement comes into operation will have a redundancy payment entitlement capped at 35 weeks.
 - (b) Employees who have completed sufficient years of service as at the date this Agreement comes into operation which equate to a redundancy payment entitlement that is less than thirty (30) weeks, will continue to accrue additional redundancy payments. Those additional redundancy payments will accrue at the rate of two (2) weeks pay per completed year of service. However, no further redundancy payment entitlement will accrue beyond thirty (30) weeks.

REDUNDANCY AND NOTICE PAY

YEARS OF SERVICE	REDUNDANCY PAYMENT (WEEKS)	Notice of Termination on Redundancy (or payment in lieu) (WEEKS)
Less than 1	2	2
Above 1 and up to 2	8	4
Above 2 and up to 3	10	4
Above 3 and up to 4	12	4
Above 4 and up to 6	18	4
Above 6 and up to 8	20	4
Above 8 and up to 10	23	4
Above 10 and up to 11	26	4
Above 11 and up to 12	29	4
Above 12 and up to 13	32	4
Above 13 and up to 14	35	4
Above 14 and up to 15	38	4
Above 15 and up to 16	41	4
Plus 3 weeks for each year thereafter	44 etc	4
Maximum payout	82 (inclusive of notice)	

SCHEDULE C

ELECTION TO CASH OUT ANNUAL LEAVE

I,, elect to cash out (be paid for) day/s of my current annual leave entitlement.

In making this election, I acknowledge that;

- In electing to cash out a portion of my annual leave, I give up my entitlement to take that amount of annual leave.
- The rate of pay at which my cashed out annual leave will be paid to me will be at least the rate of pay I receive at the time of making this election.
- I cannot cash out more than 2 weeks annual leave within a 12 month period (or the equivalent proportionate entitlement for part-time employees).
- My employer will deduct the amount of annual leave I have cashed out from my accumulated annual leave balance.
- My employer has not required me to cash-out an amount of annual leave.
- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my annual leave entitlement.

Employee Signature: Date:

Manager Signature: Date:

SCHEDULE D

ELECTION TO CASH OUT LONG SERVICE LEAVE

I,, elect to cash out (be paid for) day/s of my current long service leave entitlement.

In making this election, I acknowledge that;

- In electing to cash out a portion of my long service leave, I give up my entitlement to take that amount of long service.
- The rate of pay at which my cashed out long service leave will be paid to me will be at least the rate of pay I receive at the time of making this election.
- My employer will deduct the amount of long service leave I have cashed out from my accumulated long service leave balance.
- My employer has not required me to cash-out an amount of long service leave.
- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my long service leave entitlement.

Employee Signature: Date:

Manager Signature: Date:

SCHEDULE E - The Award

SIGNATURES

EMPLOYER

Signed by Graeme Gilbertson, General Manager,
CHANNEL 9 SOUTH AUSTRALIA PTY LIMITED
(ACN 007 577 880) in the presence of:

Address:

Signature of Witness:

Graeme Gilbertson

Name of Witness (block letters):

Address of Witness:

Date

Occupation of Witness:

EMPLOYEE REPRESENTATIVES

Signed by ANGELIQUE IVANICA, Branch
Secretary, **MEDIA ENTERTAINMENT AND ARTS**
ALLIANCE (SA & NT) in the presence of:

Address:

Signature of Witness:

Angelique Ivanica

Name of Witness (block letters):

Address of Witness:

Date

Occupation of Witness:

SIGNED by Karen Atherton, Regional Secretary,
SA Region **COMMUNITY AND PUBLIC SECTOR**
UNION (ABN 30 987 910 747) in the presence of:

Signature of Witness:

Karen Atherton

Name of Witness (block letters):

Address of Witness:

Date

Occupation of Witness: