
2SER ENTERPRISE AGREEMENT 2009

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PART I – OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the 2SER Enterprise Agreement 2009 and is made under section 172 of the *Fair Work Act 2009*

2. Parties Bound

This Agreement shall cover and apply to:

- Sydney Educational Broadcasting Ltd; and
- all employees of Sydney Educational Broadcasting Ltd, and
- CPSU, the Community and Public Sector Union.

3. Definitions

This clause contains definitions of relevant terms used throughout the Agreement. Where a term is specific to a particular clause, the definition for that term appears in the relevant clause.

For the purposes of this Agreement, unless the context otherwise requires, words in the singular includes words in the plural and vice versa.

- (i) "2SER" means the employer, Sydney Educational Broadcasting Ltd.
- (ii) "Broadcasting Service" means any period of regular paid or voluntary work in community, public sector or commercial broadcasting.
- (iii) "Family" means any person related to the employee who is dependent on the employee for care and support without discrimination in interpretation as to race, culture or sexual preference.
- (iv) "Service" means employment with 2SER.
- (v) "Station Manager" means the person appointed by the Board of Sydney Educational Broadcasting Limited to manage 2SER
- (vi) "Union" means the Community and Public Sector Union
- (vii) "Union Delegate" means any employee of 2SER accredited by the union to act as a representative of local union members.
- (viii) "Volunteer" means an individual recognised by 2SER who volunteers to perform unpaid work at 2SER.

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- (ix) "Week's Pay" means an employee's ordinary rate of pay for an ordinary week's work at the time of redundancy.
- (x) Fair Work Act means the Fair Work Act 2009 (as amended).

4. Term of Agreement

This Agreement will commence operation seven (7) days after approval by Fair Work Australia and will nominally expire on 30 September 2011.

PART II - EMPLOYMENT ARRANGEMENTS

5. Recruitment and Selection

Any position that becomes vacant will be advertised amongst permanent employees, casual employees and volunteers for merit based selection. Positions may also be advertised externally. A position previously filled by an employee shall not be filled by a volunteer without prior discussion with the consultative committee.

6. Types of Employment

Employees will be engaged as:

- permanent full time employees; or
- permanent part time employees; or
- casual employees; or
- fixed-term employees

6.1 Permanent Fulltime Employee

A permanent full time employee is an employee engaged to work 35 normal weekly hours per week on an ongoing basis.

6.2 Permanent Part Time Employee

A permanent part time employee is an employee engaged to work a constant number of normal weekly hours per week being a minimum of 7 hours and a maximum of 28 hours per week on an ongoing basis. A permanent part time employee's weekly hours may be varied by agreement of the employee and the Station Manager. All provisions of this Agreement shall apply to permanent part time employees on a pro rata basis.

6.3 Casual Employees

A casual employee is an employee engaged on an intermittent, hourly basis with no ongoing employment relationship. The employment of a casual employee may be terminated by either side with one hour's notice. Casual employees will receive a 23% loading in lieu of all leave entitlements provided for under Part VI of this Agreement. Where agreed by the Consultative Workgroup, casual employees may be paid fixed fees or other remuneration subject to the employee being no worse off than the provisions of this Agreement.

All other provisions of this Agreement shall apply to casual employees.

6.4 Fixed-Term Employees

A fixed-term employee is one who is engaged for a specified term or ascertainable period. The contract of employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon which occurrence the term of the employment will expire. A fixed-term appointment may be made on a full-time, part-time or part year basis.

7. Termination of Employment

7.1 2SER may terminate employment by giving a minimum of 4 weeks' notice in writing or payment in lieu of period of notice.

7.2 2SER may terminate employment without notice for misconduct, negligence or other sufficient disciplinary reasons.

7.3 Any employee whose performance is unsatisfactory will be counselled on how to improve their performance and provided an opportunity to improve their performance. An employee shall be provided with at least two counselling sessions prior to termination.

8. Redundancy

8.1 Discussion on Redundancies

Where 2SER determines that:

- a position will no longer be performed; or
- the hours of a position must be reduced; or
- a position should be performed from another location resulting in more than an additional 30 minutes travelling time per day for an affected employee; or
- the function of a position must be substantially altered due to technological, work organisational or functional change

a potential redundancy situation exists and 2SER shall hold discussions with the employee/s affected and with the union.

Discussions shall take place as soon as practicable after the determination has been made but prior to any redundancy action being taken and shall cover items such as:

- reasons for redundant position/s;
- any measures to avoid redundancy including possibility for job swapping and redeployment;
- method of selection where skills and abilities are similar.

8.2 Selection of Redundant Employees

Where possible, 2SER will call for voluntary redundancies. If there are insufficient volunteers or those who nominate for voluntary redundancy have been refused redundancy, 2SER may elect to make employees compulsorily redundant.

8.3 Period of Notice

The period of notice shall be 8 weeks from the date on which the employee is notified of redundancy by 2SER. Where 2SER directs, or the employee so requests, redundancy action may be taken at any time during the notice period and the employee shall be entitled to receive payment in lieu of any unexpired portion of notice.

8.4 Employment and Financial Services

During the period of notice of termination by 2SER an employee shall be:

- allowed reasonable paid time during the period of notice for the purpose of seeking other employment
- provided an outplacement service including resume preparation

8.5 Redundancy Payments

Where redundancy action results in termination, an employee will receive 2 weeks' pay for each completed year of service plus a pro rata payment for each additional completed month of service. The maximum payment shall be 52 weeks pay. In addition to redundancy payments an employee shall receive pro rata long service leave in accordance with clause 28.2 and any other termination entitlements including notice. Where redundancy action results in a reduction in working hours the employee may elect to:

- terminate employment with full redundancy payments; or
- continue employment with reduced hours and receive a partial redundancy payment on a pro rata basis to the proportion of hours reduced.

PART III – SALARIES AND CLASSIFICATIONS

9. Classification and Salary

All employees shall be engaged and paid a salary rate within the appropriate salary range detailed in their contract of employment.

10. Higher Duties

10.1 Where an employee is directed to perform duties at a higher classification for a period greater than 3 days, the employee shall be paid the salary applicable to that higher classification.

10.2 Where an employee is directed to perform part but not all the duties of a higher classification the employee will receive an equivalent part payment of the salary applicable to that higher classification.

11. Salary Increases

11.1 This Agreement provides for increases in salary rates, allowances and retainers for all staff to whom the Agreement applies.

11.2 The Agreement also provides for a lump sum payment of \$1000 to all full-time staff (pro rata to part time staff) who are employed at 2SER as at the date of lodgment of the Agreement. The lump sum payment will not be added to base rates of pay. This agreement also provides an additional payment of \$200 for each year of service post 2003 for permanent employees (pro rata to part time staff). The entitlements in this clause do not apply to part time staff who are externally funded and / or not party to this agreement.

11.3 The salary increases set out in clause 11.4, are only payable to staff employed by 2SER on or subsequent to the date of lodgment of this Agreement.

11.4 The following salary increases will be paid to staff covered by this Agreement:

- 4% backdated to 1 January 2009
- 4% increase from 1 January 2010
- 4% increase from 1 January 2011.

11.5 The backpay for casual employees will only apply to those casual employees working for 2SER at the time the Agreement is approved and will be calculated on the time worked since 1 January 2009.

11.6 The rates of pay for full-time staff are contained in Schedule I.

12. Payment of Salary

Salary shall be paid fortnightly by electronic transfer to the employee's nominated account. On or prior to payday the employer shall inform each employee in writing of the details of the payments being made under this Agreement and deductions made there from and the reasons for such deductions.

13. Superannuation

Permanent employees in the first 6 months of employment and casual employees will receive employer superannuation contributions in accordance with the superannuation guarantee legislation.

- Permanent employees, after 6 months employment, are entitled to a further employer contribution of 5% provided that the employee also makes a superannuation contribution of 5% into the same fund.
- A permanent employee may elect to sacrifice any amount of their Total Salary and receive the amount sacrificed as additional employer contributions to superannuation. Such an election to be made in writing and may be varied on an annual basis.
- Employees may elect one of the following Superannuation funds into which employer contributions shall be paid:
 - AMP Fund; or
 - Australian Retirement Fund (Radio Industry Panel); or
 - Another agreed fund.

PART IV – HOURS OF WORK

14. Hours

14.1 Subject to clause 15, the normal hours of work for a full time staff member shall normally be 35 hours per week

14.2 Hours worked shall not exceed 10 hours on any one day.

14.3 Hours shall be worked over no more than 5 days per week, with at least 2 consecutive days off per week.

14.4 An employee shall be provided a meal break of not less than half an hour or more than two hours at or before the end of every 5 hours worked.

14.5 There shall be a minimum period of ten hours' break between the completion and commencement of work.

14.6 Standard start, finish and meal break times for working normal weekly hours shall be determined in writing by agreement between the employee and Station Manager.

15. Flexible Working Hours

The parties recognise that working hours should be flexible to 2SER needs and employee's family and personal life. To achieve flexible working hours:

- a permanent employee may select their actual start, finishing and meal break times from day to day.
- all employees are entitled to work their standard start, finish and meal break times on any day.
- the Station Manager may require an employee to work their standard start, finish and meal break times on any day.

15.1 Flexitime Attendance Records

A weekly Flexitime Attendance Record of actual start, finish and meal break times must be maintained by all employees and submitted to the Administrative Officer at the end of each week.

Should Flexitime Records not be submitted after two weeks, access to the Flexible Working Hours Scheme will cease until such time as records are submitted.

15.2 Accumulating Credit Hours

Where an employee's actual start, finish and meal break times exceed normal weekly hours the additional hours are credit hours. Credit hours may only be worked with the approval of a Supervisor, who must be satisfied that work is available and it is convenient to the station for the employee to so work. Credit hours shall be accumulated as follows:

- actual hours worked plus 50% loading for the first 5 hours (or pro rata) in addition to normal weekly hours (e.g. 3 hours for employees whose normal weekly hours are 21).
- actual hours worked plus 100% loading for any hours in addition to the first 5 hours (or pro rata).
- where more than 10 hours on a single shift have been authorised to be worked an employee will have the choice of receiving credit hours, or being paid for the additional time worked at the same rate at which the credit hours are accrued.

15.3 Maximum Accumulation of Credit Hours

The maximum credit hours an employee may accumulate is up to one weeks normal weekly hours. Approval to exceed this ceiling may only be granted by the Manager.

15.4 Taking Credit Hours

Accumulated credit hours shall be taken as time in lieu as follows:

- in usual circumstances, accumulated credit hours shall be taken as time in lieu as soon as possible to avoid disruption of routine station operations by employee absences.
- time in lieu may be taken before or immediately after recreation leave, but not during a period of recreation leave.
- time in lieu must be approved by the Supervisor.

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- where accumulated credit hours reach half the maximum accumulated hours, the Manager may direct the staff member to take time owing in lieu to reduce the accumulated hours.
 - accumulated credit hours must be taken during the course of employment. Any credit hours remaining at the time of resignation or dismissal shall be forfeited.

15.5 Paying Out Credit Hours (Overtime)

Where, in exceptional circumstances, an employee is required by the station manager to work excessive hours such as:

- over 10 hours in one day, or
- without a 10 hour break between finish and start times, or
- without 2 consecutive days off per week

the credit hours accumulated in that week (including the 50% or 100% loading) may be paid out at the election of the employee. Accumulated credit hours will only be paid out where approved and required by the Station Manager in advance.

16. Minimum Hours Pay

On each occasion that any employee attends work at 2SER, including emergency call out, the employee is entitled to a minimum of 3 hours pay at the appropriate rate.

17. Penalty Loadings

Where employees are directed or approved to work in the following circumstances, the following penalty rates shall be paid:

- any hours worked on a Saturday by a permanent employee shall be paid at the employee's normal hourly rate plus a loading of 50%.
- any hours worked on a Sunday by a permanent employee shall be paid at the employee's normal hourly rate plus a loading of 75%.
- any hours worked on a nominated, public holiday in accordance with Item 34 shall be paid at the employee's normal hourly rate (including any casual loading) plus a loading of 100%.
- any hours worked without appropriate breaks shall be paid at the employee's normal hourly rate (including any casual loading) plus a loading of 100% until the break is taken.
- any hours worked when recalled to work for an emergency call out shall be paid at the employee's normal hourly rate (including any casual loading) plus a loading of 100%.

18. Emergency Call-Out

In the event that an employee is called into the station for an emergency, that employee shall be entitled to claim travel time to and from the station in addition to the hours worked during the emergency.

All Emergency Call out hours shall attract a 100% loading. This loading will not depend on the staff member having reached their normal hours for the week. An employee may elect to be paid for an Emergency Call Out rather than accumulating credit hours.

PART V – EXPENSES, ALLOWANCES AND AMENITIES

19. Expenses

19.1 2SER will provide, or reimburse the cost of obtaining and maintaining, any tools required to perform directed duties subject to prior approval by the Station Manager.

19.2 2SER will reimburse the cost of travel between the Macquarie and Broadway studios.

19.3 Legal costs incurred by the employee as a result of defending a civil action brought as a result of work performed for 2SER shall be borne by 2SER.

19.4 2SER will reimburse all other reasonable work related expenses, subject to prior approval by the Station Manager.

20. Meal Allowance

2SER shall pay a meal allowance where an employee is required to work beyond a second meal break. The allowance is set out in Schedule II.

21. First Aid Allowance

An employee appointed as first aid attendant and qualified to render first aid as recognised by the St John's Ambulance Association, or other similar body, shall be paid a weekly first aid allowance. The allowance is set out in Schedule II.

22. Motor Vehicle Allowance

With the exception of Sales Representatives, where an employee agrees to use their own motor vehicle at the request of the employer, the employer shall pay the employee an allowance in accordance with the guidelines published by the Australian Taxation Office.

23. Height Allowance

Where an employee agrees to work at heights at and over 15 meters at the request of 2SER, the employee shall receive a height allowance. The allowance is set out in Schedule II.

24. BOCP Allowance

Where an employee holds the Broadcast Operator's Certificate of Proficiency qualification or an equivalent qualification defined as follows:

- a qualification prescribed by the former Department of Communications as a prerequisite for a candidate for examination for the Television Operator's Certificate of Proficiency; or
- a qualification as an electrical tradesperson; or
- an Electronics and Communications Certificate; or
- any other qualification recognised by the employer as equivalent to the Broadcast Operator's Certificate of Proficiency; or
- any other trade certificate or diploma required for the performance of their duties

2SER shall pay the employee the weekly BOCP Allowance set out in Schedule II.

25. Amenities

2SER will make best endeavours to arrange for permanent employees access to the full range of staff and student services at Macquarie University and the University of Technology Sydney.

PART VI – LEAVE

26. Personal Leave

26.1 Entitlement

Employees will be entitled to 15 working days cumulative Personal Leave at full pay on a pro rata basis upon appointment and a further 15 days cumulative at full pay credited annually on 1 January of each year.

In addition to the cumulative leave, an employee may use up to 3 additional days Personal Leave for special purposes and 3 additional days leave in the event of compassionate circumstances per annum. This additional leave is not cumulative.

26.2 Purpose

Personal Leave shall be granted for the following purposes:

- where the employee is unfit for duty because of illness or injury or attends a medical appointment;
- for short term care for family or household members who are ill or injured and for whom the employee has caring responsibility;
- essential requirements associated with birth, adoption or fostering;
- to deal with emergencies/unplanned events;
- observance of religious or culturally significant days/events;
- accompanying a family member to a legal, medical or dental appointment;
- attendance at a child's school or educational facility, where this is required or encouraged by the school or facility;
- caring for a child on student-free school days;
- provision of emergency interpreting for family member;
- attending a ceremony of religious or cultural significance which involves a family member;
- for study purposes including course attendance, examinations and graduation ceremony;
- for moving house;
- accompanying a family member to court; or
- for any other purpose approved by the Station Manager.

Although there will be no limits placed on the use of Personal Leave for caring purposes, it is only to be used for occasional, non-enduring situations while longer term arrangements are being made, if necessary. Personal Leave cannot be used as a substitute for formal child care arrangements.

26.3 Evidence

Applications for Personal Leave must be supported by reasons for the request. The Station Manager may request a medical certificate or other evidentiary material as appropriate, provided that evidentiary material will not normally be required for absences of up to 3 consecutive days.

26.4 Personal Leave and Other Leave Types

Employees may elect to access their accumulated Personal Leave credits or to take unpaid leave. An employee who is medically unfit for duty for one day or longer while on Annual, Maternity or Long Service Leave may access Personal Leave. The Annual or Long Service Leave will be re-credited to the extent of the Personal Leave granted where a medical certificate is provided by the employee.

27. Recreation Leave

27.1 Entitlement

Leave of absence on full pay shall be provided to the employee for a period of 4 weeks per annum, accruing daily and accredited fortnightly.

27.2 Annual Break

2SER will have an annual break for permanent employees from Christmas day up to and including New Years day. Employees will receive paid leave of absence for any holidays which fall during this period and shall use any time in lieu accrued for the remaining days. Where the break involves greater leave of absence than available time in lieu the employee shall take recreation leave for the remaining days.

27.3 Leave Loading

An employee shall be paid in the first pay in December a recreation leave loading equal to 17.5 % of the recreation leave accrued in the year prior to the annual break.

28. Long Service Leave

28.1 Entitlement

An employee shall be entitled to take any accrued long service leave after 10 years service. Where an employee can present a letter or other documentation of periods of regular voluntary or paid work with another community radio station commercial or public sector broadcaster, those periods of Broadcasting Service can be counted toward the 10 years service required before an employee is eligible to take a long service leave of absence. Those periods of Broadcasting Service do not count toward the accrual of paid leave.

Paid leave shall accrue at the rate of 2/10 ths of a month per year of service for the first 10 years of service, then 15 days per year of service thereafter.

28.2 Taking Leave

Long service leave shall be taken at a time mutually agreed between the employee and the Station Manager as near as practicable to the date leave falls due.

Payment in lieu of accrued paid long service leave will be made on termination of employment after 5 years broadcasting service. This payment does not apply where the employee resigns prior to 10 years broadcasting service.

29. Paid Miscellaneous Leave

Paid miscellaneous leave shall be granted for the following purposes;

- jury service;
- appearance or attendance in court or industrial proceedings;
- Australian Defence Force requirements and obligations;
- participate in State Emergency Service activities;
- to participate on one day in a ceremony of religious or cultural significance;
- attendance at short external courses including trade union training courses.

Employees will provide advance notice of leave requirements where possible and discuss with the Station Manager the appropriate timing of the leave. 2SER may grant paid miscellaneous leave for other purposes.

30. Unpaid Miscellaneous Leave

Unpaid miscellaneous leave may be used for the following purposes:

- full time study;
- An extended holiday of up to 6 months in 3 years provided all recreational leave entitlement have first been used;
- A project or fixed term work with another employer which will enhance the skills of the employee relevant to 2SER;
- to hold office or employment in a union or community organisation;
- to accompany a partner on overseas service;
- for extended care of a dependant family member;
- to participate in a major sporting event.

Employees shall be granted unpaid miscellaneous leave for up to 2 weeks and will provide advance notice of leave requirements where possible. Unpaid Miscellaneous leave of more than two weeks may be granted by the Station Manager. Employees will negotiate with the relevant manager on the appropriate timing of the leave to meet 2SER operational requirements. 2SER may grant unpaid Miscellaneous Leave for other purposes.

31. Parental Leave

In the event of child birth, adoption or fostering an employee shall be entitled to 52 weeks unpaid parental leave to be taken at any time within 2 years of the arrival of the child. Such unpaid leave does not count as service.

An employee with at least 40 weeks service who is giving birth shall be entitled to 12 weeks paid maternity leave which shall not commence until 6 weeks prior to the expected birth of the child. Such paid leave counts as service for all purposes.

In the event of adoption or fostering an employee shall be entitled to 3 weeks paid leave.

An employee, whose spouse gives birth, shall be entitled to 3 weeks paid leave.

Employees may elect to return from parental leave to their previous position at any time provided at least four weeks' notice is given.

Where agreed with the Station Manager, the employee may return to work at reduced hours to a position agreed with the Station Manager.

32. Public Holidays

Employees shall have leave of absence without loss of pay for 13 days per annum, a permanent part time employee shall be entitled to a pro rata number of public holidays.

The 13 nominal public holidays are as follows:

- Christmas Day
- Boxing Day
- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Queen's Birthday
- Anzac Day
- Eight Hours Day
- an additional day nominated by 2SER between Christmas Day and New Years Day
- an additional day prescribed under the law of NSW.
- An industry day holiday to be taken at a time agreed between the employees and 2SER management.

An employee may substitute any public holiday for an alternate day where:

- in the case of a rotating shiftworker the public holiday falls on a day off, or
- for an alternate day of cultural or religious significance to the employee
- provided that the substitute public holiday shall not be eligible for public holiday penalty loadings.

PART VII – O,H & S AND TRAINING

33. Occupational Health and Safety

- Employees and the Station Manager have a duty of care to take all reasonable steps to protect the health and safety of themselves and others in the workplace. All supervisors should promptly report health and safety concerns to the Station Manager where they are unable to immediately address such concerns.
- An employee who is directed or approved to commence and/or finish work at a time when a safe and reasonable means of transport is unavailable shall be provided by 2SER with cabcharge for taxi fares from and/or to home.
- 2SER shall provide washing facilities and sanitary conveniences.
- 2SER shall appoint at least one first aid attendant and provide a first aid kit at each permanent location. A first aid attendant shall be qualified to render first aid as recognised by the St John's Ambulance Association or other similar body. 2SER will cover the cost of acquiring and maintaining these qualifications.
- No employee will be required to perform repetitive tasks, such as keyboarding, continuously for more than an hour without an adequate break.
- All staff using VDT equipment are entitled to an eye check at least annually at the employers expense.
- Where an employee is concerned of hearing loss due to the work environment 2SER will provide a hearing check or a worksite noise check.
- 2SER will take out make up pay and journey accident insurance for all employees.
- No employee shall be directed to perform any duty which an employee considers hazardous.

34. Staff Development

2SER will provide training in the use of all relevant equipment including computer equipment and software. 2SER will facilitate access to appropriate training programs, seminars and conferences.

PART VIII – CONSULTATIVE PROCESSES

35. Consultative Process

2SER shall establish a consultative workgroup comprising representatives nominated by the parties. The workgroup will meet regularly to discuss matters which are likely to have an effect on employees which may include, but not be limited to:

- training and development of staff
- job design, evaluation and classification structures
- working hours arrangements;
- occupational health and safety;
- organisational and technological change;
- workers compensation.

2SER shall provide relevant information to the workgroup, or the union, when requested. Changes agreed by the workgroup will be conveyed to the appropriate union official who shall have seven working days from the date of notification to raise concerns prior to implementation. Proposed changes not agreed by the workgroup shall be resolved through the Disputes Settlement Procedure prior to implementation.

36. Grievances

Grievances shall be handled in accordance with the procedures detailed in Schedule III. Employees may be represented by the union at any stage in the procedure. Should an issue not be resolved through the Grievance Procedure it shall be resolved through the Disputes Settlement Procedure.

37. Dispute Settlement Procedure

Where an employee, union delegate or the union anticipates or is experiencing a problem relating to employment the parties agree that the following procedure shall be followed:

- (1). An employee who has the grievance should report it to the Station Manager who may resolve it at that time. Before or after reporting the matter, the employee may seek advice from a union delegate.
- (2). If the employee's problem has not been resolved, or the problem affects two or more employees, the union delegate shall confer with the relevant supervisor.
- (3). If the problem has not been resolved the union delegate and a union official shall confer with the Station Manager.
- (4). If the problem has not been resolved either party may notify a dispute to Fair Work Australia. Fair Work Australia is empowered by this Agreement to determine the matter notified by conciliation and, if necessary, arbitration. The parties will abide by any arbitrated determination.

The union delegate shall be allowed the necessary time during ordinary hours to meet the employer at the earliest time practicable on matters affecting employees belonging to the union. During the operation of the Dispute Settlement Procedure work shall continue in

accordance with existing custom and practice. Where a bona fide safety issue exists an employee shall not work in an unsafe environment.

38. Right of entry of union representatives

For the purpose of interviewing employees on legitimate union business and subject to the security requirements applying to any non-2SER employee, a duly accredited union representative shall have the right to enter a facility during working hours on the conditions that:

- prior arrangements are made with the Station Manager;
- the visiting union official shall not hinder or obstruct employees in the performance of their duties;

Nothing in this clause shall affect the right of the union officials to meet the Station Manager on union business at mutually agreed times and by appointment.

39. Notice Board

2SER shall provide a notice board of reasonable dimensions to be erected in a prominent position in the station, upon which the union delegate shall be permitted to post legitimate Union notices. A copy of this Agreement is to be attached to such notice board.

SIGNED FOR AND ON BEHALF OF:

SYDNEY EDUCATIONAL BROADCAST LTD

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Signed

.....
Witness

.....
Date

COMMUNITY & PUBLIC SECTOR UNION

.....
Signed

.....
Witness

.....
Date

SCHEDULE I - SALARIES

SI.1 2SER Salary Structure

2SER Pay point	Relativity	Salary prior to lodgement \$ p.a	4% increase to salary as at 1/1/09 \$ p.a.	4% increase to salary as at 1/1/10 \$ p.a.	4% increase to salary as at 1/1/11 \$ p.a.
1	88%	26 553	27615	\$ 28,720	\$ 29,868
2	91%	27 483	28582	\$ 29,725	\$ 30,914
3	94%	28 412	29548	\$ 30,730	\$ 31,959
4	97%	29 344	30518	\$ 31,739	\$ 33,008
5	100%	30 271	31482	\$ 32,741	\$ 34,051
6	101%	30 537	31758	\$ 33,028	\$ 34,349
7	103%	31 067	32310	\$ 33,602	\$ 34,946
8	105%	31 864	33139	\$ 34,465	\$ 35,843
9	108%	32 662	33968	\$ 35,327	\$ 36,740
10	110%	33 191	34519	\$ 35,900	\$ 37,336
11	112%	33 989	35349	\$ 36,763	\$ 38,233
12	115%	34 785	36176	\$ 37,623	\$ 39,128
13	118%	35 847	37281	\$ 38,772	\$ 40,323
14	122%	36 909	38385	\$ 39,920	\$ 41,517
15	125%	37 971	39490	\$ 41,070	\$ 42,712
16	127%	38 503	40043	\$ 41,645	\$ 43,311
17	131%	39 565	41148	\$ 42,794	\$ 44,506
18	134%	40 627	42252	\$ 43,942	\$ 45,700
19	138%	41 689	43357	\$ 45,091	\$ 46,895
20	140%	42 487	44186	\$ 45,953	\$ 47,792
21	144%	43 548	45290	\$ 47,102	\$ 48,986
22	147%	44 610	46394	\$ 48,250	\$ 50,180
23	151%	45 671	47498	\$ 49,398	\$ 51,374
24	155%	47 001	48881	\$ 50,836	\$ 52,870
25	158%	47 797	49709	\$ 51,697	\$ 53,765
26	162%	49 125	51090	\$ 53,134	\$ 55,259
27	167%	50 451	52469	\$ 54,568	\$ 56,750
28	171%	51 779	53850	\$ 56,004	\$ 58,244
29	175%	53 107	55231	\$ 57,440	\$ 59,738
30	180%	54 435	56612	\$ 58,876	\$ 61,232

SI.2 Progression of Employees

An employee shall commence employment at or above the first pay point in the appropriate salary range. Subject to satisfactory performance, employees shall progress at least one pay point per year of Broadcasting Service. An employee may progress more than one pay point per year of Broadcasting Service based on a performance assessment by the Station Manager. Where an employee reaches the top pay point of his or her salary range,, he or she may, subject to assessment of performance by the Station Manager, continue to advance beyond the top pay point in their range moving one pay point for each year of service.

Progression to a salary range beyond the range for the employee's position shall normally be as a result of promotion or recruitment following internal advertisement and selection based on merit principles.

SCHEDULE II – ALLOWANCES

	Current	Upon certification
Meal Allowance	\$15.30	\$21.20
First Aid Allowance	\$12.50	\$13.50
Height Allowance	\$15.45	\$16.69
BOCP Allowance	\$10.10	\$10.91

SCHEDULE III – GRIEVANCE POLICY AND PROCEDURES

A. POLICY & PRINCIPLES

1. INTRODUCTION

1.1 The establishment of internal grievance procedures ensures a formal avenue is available within the organisation of 2SER-FM for paid and unpaid staff to use in resolving grievances.

1.2 These guidelines are based on the following general principles:

- a) management has the responsibility to identify, prevent and redress problems in the workplace;
- b) grievance resolution is a part of line management's duties;
- c) all paid staff involved in grievance handling should be given training for this purpose;
- d) grievance resolution should occur in accordance with published and accountable procedures;
- e) paid and unpaid staff should have real choice of whom to approach with a grievance, as far as practicable, and a choice of actions;
- f) grievances should be resolved quickly and within the specified time periods;
- g) all grievances must be treated seriously and not prejudged;
- h) the rights of every person involved must be protected;
- i) grievances may be raised either verbally or in writing;
- j) a grievance should be only regarded as satisfactorily resolved where the outcome is fair having regard to:
 - (i) any damage and suffering sustained;
 - (ii) the prognosis for the future, and;
 - (iii) improvement of the immediate circumstances which gave rise to the grievance.

1.3 A grievance is any type of complaint related to work or the work environment made by a station worker. Some examples are:

- work allocation;
- interpersonal conflicts;
- programming decisions;
- sexual/sexist harassment, racial harassment, or harassment on the basis of disability;
- work environment problems (for example, lighting, heating, equipment).

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- 1.4 The establishment of internal grievance procedures is not intended to displace the traditional role of employee associations, such as relevant trade unions and the volunteers' union, in the representing the interests of their members or union.
 - 1.5 The internal grievance procedure in no way precludes a paid or unpaid staff member having the right to choose whether to use the internal grievance mechanism or an external body.
 - 1.6 While the emphasis in grievance handling is on resolution through mediation, paid staff must be alert to the possibility that investigation for a grievance may at any point identify conduct which warrants formal disciplinary action. Such matters should be referred immediately to the Station Manager for action in accordance with disciplinary procedures.
 - 1.7 It is noted that 2SER has limited means and cannot guarantee to resolve all possible grievances - particularly those relating, for example, to programming decisions or work environment - to the satisfaction of all individuals. 2SER cannot undertake to do more than ensure that personal dignity and integrity are fully respected and that all members of the Station community are treated as equitably as possible.

2. OBJECTIVES

2.1 Effective internal grievance procedures:

- (a) encourage appropriate behaviour in the work place and raise morale;
- (b) recognise the rights of station workers to express their concerns about work related issues within procedures designed to protect those involved.

The internal grievance procedure is designed to ensure:

- (a) open and equitable access to the procedures for all station workers;
- (b) identification and correction of legitimate causes of dissatisfaction amongst station workers;
- (c) prompt resolution of grievances in a way that is satisfactory to those involved;
- (d) confidentiality and protection of all people involved.

2.2 People with grievances have both a right and a responsibility to make them known.

3. CONFIDENTIALITY & PROTECTION

- 3.1 All people involved in the resolution of any grievances should ensure that information concerning the grievance is kept confidential to the parties involved. Breach of this confidentiality may be regarded as misconduct.
- 3.2 Persons raising grievances are advised that, if it is considered that harm to a person might occur, or if disciplinary action or a criminal investigation may be necessary, or a question of 2SER-FM's liability might be raised, the Station is required to take control and confidentiality will not be guaranteed (although it will be maintained as far as possible).
- 3.3 It is stressed that victimisation of persons involved in a grievance is unacceptable.

B. PROCEDURES

4. FIRST REPORTING OF A GRIEVANCE

- 4.1 Station workers are responsible for minimising causes or grievances in the work environment. Paid staff have a day to day responsibility to listen to the concerns of station workers, answer questions and provide information related to their areas of responsibility.
- 4.2 Where a station worker has a grievance, the matter should be raised, in the first instance, with the appropriate member of paid staff, or a more senior staff member.
- 4.3 The paid staff member receiving the grievance should:
- (a) listen and be understanding of the person's distress;
 - (b) be aware of their own and grievant's unsureness and fears as to repercussions of the complaint;
 - (c) offer counsel and advice and explore whether further assistance is needed by the person; for example and interpreter, contact with the University Equity and Diversity Unit;
 - (d) clarify with the aggrieved person the facts of the matter in so far as they can be established without further investigation;
 - (e) be aware of grievances that suggest repeated occurrence (for example, harassment);
 - (f) clarify options available to the person and the actions (and their likely consequences) which the person or the supervisor or the person receiving the grievance could take;
 - (g) determine with the person whether the matter is best resolved by:
 - (i) action on the part of a person with, where appropriate, the counsel and support of a more senior staff member;
 - (ii) action on the part of the staff member receiving the grievance, in so far as it lies within that staff members responsibilities or capacities; or
 - (iii) referral to someone else.
- 4.4 A person may choose not to proceed with a grievance, and this choice must remain with the aggrieved person, subject to the special circumstances outlined above.
- 4.5 Grievances should be dealt with promptly and sensitively. All grievances should be treated seriously, no matter how trivial they may seem. In seeking to resolve the grievance, paid staff members should only take action that has been agreed upon with the person, and they should regularly inform the person on progress. Staff members receiving grievances should ensure confidentiality in handling the grievances.
- 4.6 The staff member receiving the grievance may undertake activities to assist in resolving the grievance, such as discussion amongst the people involved in the grievance, research of policy, conditions, procedures or other information relevant to the situation. The use of mediation in resolving grievances is discussed in a separate section below.
- 4.7 If the staff member receiving the grievance does not feel able to handle the matter this should be discussed with the person within no more than two working days after the grievance has been received. Raising the grievance through another channel may be

in the best interests of a person and should not be viewed as inadequacy on the part of the staff member receiving the grievance.

- 4.8 All resolutions should be legal, acceptable to all parties and within the authority of the person receiving the grievance.

5. INVESTIGATION

- 5.1 In some cases, the nature of a grievance may require investigation. Briefly, the investigation process should include the following steps:

- a) ensure that the facts about the grievance are clarified as far as possible in discussion with the person raising the grievance;
- b) explore with the person possible methods of investigation;
- c) obtain the consent of the person raising the grievance for any action. Whether or not the person consents, investigators should inform the Station Manager where a situation may endanger a person, may be the subject of disciplinary action or criminal investigation, or involve liability for the station;
- d) ensure there is a written summary, initially, of the grievance, and of the intended method of investigation;
- e) provide a copy of the summary and intended method of investigation to the Station Manger before progressing further;
- f) inform the person(s) complained about in the grievance as soon as possible (unless otherwise approved by the Manager) without implying judgement about the nature of the complaint and inform them that an investigation is to be undertaken. The name of the person raising the grievance should be disclosed, unless otherwise approved by the Station Manager. The person named in the grievance should be cautioned not to victimise the person with the grievance, or to disclose the person's identity within the organisation;
- g) determine the facts of the situation through interviews with the person with the grievance and discussions with the parties involved or who have knowledge of the situation, and through review of the relevant station records;
- h) clarify policies and procedures and if necessary, approach the Station Manager if the grievance involves a policy or procedure;
- i) if appropriate, consult with advisory services within the station and elsewhere and recommend possible actions for resolution;
- j) discuss options for resolution with the person raising the grievance and others involved in the grievance;
- k) ensure that steps are taken to reach a resolution of the grievance and/or make recommendation as to avenues for resolution;
- l) provide a final report to the Station Manager on whether the grievance was resolved and how. Throughout the process the person conducting the investigation must ensure that:
 - (i) dates of all contacts and findings are recorded;
 - (ii) the person with the grievance is informed of progress throughout;
 - (iii) confidentiality is maintained.

- 5.2 Investigations and the resolution of grievances should be completed within a reasonable time. In most cases, unless there are delaying factors directly related to the grievance, grievances should be resolved within four weeks.

6. DISCIPLINARY ACTION

- 6.1 Where, during the course of a grievance investigation, there is an indication that a breach of discipline has occurred, the matter must be reported immediately to the Station Manager, who will arrange for the disciplinary aspect to be investigated independently of the grievance. If disciplinary procedures are implemented, it may not be possible to continue with the grievance investigation.

However in some cases there may be parts of the grievance which are not strictly a disciplinary matter and which ought to be dealt with and resolved expeditiously. These may continue to be handled by other grievance procedures.

7. MEDIATION

- 7.1 In the course of resolving any grievances, it may be appropriate for a mediator to be nominated to assist parties in resolving differences.
- 7.2 While the staff member receiving a grievance may undertake limited mediation, access to mediation by a person with specialist skills in mediation, or reference to a station committee related to the issues in question, should be through the Station Manager.
- 7.3 Mediation requires the consent of the parties involved in the process.
- 7.4 A person raising a grievance may request mediation by an appropriate person or reference to an appropriate committee. If the Station Manager considers that a resolution could be reached by mediation, a mediator can be nominated or the matter referred to the relevant station committee.
- 7.5 Mediators may be persons with appropriate skills both from within and outside the station, or may be appropriate station groups or committees (for example, the Programming Committee).
- 7.6 At the conclusion of mediation, a record of the outcome is prepared, and copies signed by the parties and forwarded to the Station Manager. This procedure is followed whether or not a resolution of the matter is reached. The Station Manager should ensure that the resolution is fair and legal.

8. RESOLUTION

- 8.1 As far as possible resolutions to grievances should have the agreement of all parties involved.

However, agreement by itself is not the criterion for a satisfactory resolution to a grievance. The Station Manger should be alerted to situations in which the aggrieved person may have agreed to a minimal outcome, for example, in order to get a procedure over with, or because he/she does not know what else could be achieved.

- 8.2 In some cases a final determination may be reached which does not resolve fully the grievance, or there is no possible action which can be taken but the parties accept this.
- 8.3 A grievance is also considered concluded although not resolved when a person with a grievance chooses to withdraw. In the case of serious grievances, this should be in writing to the person conducting the investigation.

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- 8.4 Where the agreed resolution is outside the authority of the staff member receiving the grievance, the person conducting the investigation, or any mediator, the resolution must be endorsed by a person with authority to do so.
 - 8.5 The Station Manager must also ensure that all necessary steps are taken to prevent the recurrence of the problem.
 - 8.6 Where the grievance remains unresolved, or if it involves the Station Manager in person, either party may request in writing that the Chair of the Board of Sydney Educational Broadcasting Limited consider the matter. The Chairman may consult other members of the Board at his/her discretion.