



DECISION

Fair Work Act 2009

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

Special Broadcasting Services Corporation (SBS) T/A SBS Corporation
(AG2011/13680)

SBS ENTERPRISE AGREEMENT 2011

Broadcasting and recorded entertainment industry

SENIOR DEPUTY PRESIDENT
HAMBERGER

SYDNEY, 29 NOVEMBER 2011

Application for approval of the SBS Enterprise Agreement 2011.

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

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

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

[4] The Agreement is approved and will operate from 6 December 2011. The nominal expiry date of the Agreement is 5 December 2014.



SENIOR DEPUTY PRESIDENT

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SBS ENTERPRISE AGREEMENT 2011

PART ONE - ARRANGEMENTS

1.1. Date and Period of Operation

- 1.1.1. This Agreement will operate from the Commencement Date and the nominal expiry date of this Agreement is three years after the Commencement Date.

1.2. Definitions

- 1.2.1. In this Agreement:

- (a) "Act" means the *Special Broadcasting Service Act 1991*;
- (b) "Award" means the SBS Employment Conditions Award 2001;
- (c) "Agreement" means the SBS Enterprise Agreement 2011;
- (d) "Commencement Date" means the day which is seven days after the approval of this Agreement by Fair Work Australia;
- (e) "Day off" means a period of 24 hours which commences eleven hours after the Employee last finished work where a single day off is being taken, or eight hours after the Employee last finished work where two or more consecutive days off are being taken;
- (f) "Employees" means persons employed by SBS under the terms of this Agreement in Bands 1 to 8;
- (g) "Family" will be inclusive of the generally accepted lifestyles of society. It includes any person dependent on the Employee for care and support, for example a blood relation (child, sibling, parent or grandparent), marriage (including defacto relationships), adoption, fostering or traditional kinship without discrimination in interpretation as to race or sexual preference. The examples given are not intended to be exhaustive;
- (h) "FWA" means Fair Work Australia;
- (i) "FW Act" means the *Fair Work Act 2009*;
- (j) "Managing Director" means the Managing Director of SBS, including a delegate or a person authorised by the Managing Director to act on his or her behalf in relation to this Agreement;
- (k) "NES" means the National Employment Standards contained in the FW Act;
- (l) "Overtime barrier" means the minimum salary of an SBS Band 6. The overtime barrier does not apply to Journalists;
- (m) "Ordinary Hours" or "Ordinary Hour" means one or more of the hours of work defined in clause 16 of this Agreement;
- (n) "Representatives" means an appropriate representative of the Unions in (p) below, or other appropriate representative;
- (o) "SBS" means the Special Broadcasting Service Corporation;
- (p) "Unions" means the Community and Public Sector Union and the Media, Entertainment and Arts Alliance.

1.3. Coverage

1.3.1. Subject to clause 1.3.2, this Agreement covers:

- (a) SBS;
- (b) the Community and Public Sector Union ('**CPSU**'), subject to the CPSU meeting the requirements to be covered under the *Fair Work Act 2009*;
- (c) the Media, Entertainment and Arts Alliance ('**MEAA**'), subject to the MEAA meeting the requirements to be covered under the *Fair Work Act 2009*; and
- (d) the Employees,

in respect of all work undertaken by Employees engaged in classifications contained in Bands 1 to 8 of this Agreement.

1.3.2 Full Exemptions

This Agreement does not cover;

- (a) Employees engaged by common law employment contract above the maximum salary of Band 8 of this Agreement;
- (b) Employees engaged by common law employment contract who are not covered by a classification identified in Schedule A of this Agreement.

1.4. Closed Agreement

1.4.1. This Agreement is a closed agreement in settlement of all matters for its duration. SBS, Employees, the MEAA and the CPSU agree that during the nominal life of this Agreement there will be no further claims for changes in employment conditions of SBS Employees that would have effect during the life of this Agreement. It is not the intent of this clause to inhibit, limit or restrict the ability of SBS to manage the organisation nor to introduce change at the workplace, including in accordance with the Workplace Change provisions in clause 41 of this Agreement.

1.4.2. If requested by the MEAA, the CPSU or SBS, the parties will meet in the six (6) months prior to the nominal expiry date of this Agreement to commence negotiations for a new Agreement.

1.5. Relationship to Award and Agreement and the National Employment Standards

1.5.1. This Agreement rescinds and replaces all other collective agreements between the covered parties, whether registered or certified or not, including the SBS Certified Agreement 2008.

1.5.2. This Agreement will operate in the place of and to the exclusion of the SBS Award and/or any Modern or Federal Award as amended, replaced or superseded from time to time that might otherwise apply to Employees.

1.5.3. No term of this Agreement will operate to exclude the NES or any provision of the NES.

1.6. Employer and Employee Duties

1.6.1. SBS may direct an Employee to carry out duties within the Employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.

1.6.2. Any direction issued by SBS under this clause is to be consistent with SBS's responsibilities to provide a safe and healthy working environment.

1.7. Individual Flexibility Arrangements

- 1.7.1. SBS and an individual Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if;
- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement is genuinely agreed to by SBS and the Employee.
- 1.7.2. SBS must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) results in the Employee being better off overall than the Employee would be if no arrangement was made.
- 1.7.3. SBS must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) is signed by SBS and the Employee and, if the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee;
 - (c) states each term of this Agreement that SBS and the individual Employee have agreed to vary;
 - (d) details how the application of each term has been varied by agreement between SBS and the individual Employee;
 - (e) details how the arrangement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (f) states the date the arrangement commences to operate.
- 1.7.4. SBS must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.7.5. SBS or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if SBS and the Employee agree in writing — at any time.

PART TWO - PURPOSE AND PRINCIPLES

2.1. Purpose of Agreement

- 2.1.1. This Agreement establishes terms and conditions of employment that meet the specific needs of SBS and, in recognition of this, provides an increase in remuneration and benefits to SBS Employees.

2.2. Central Principles

- 2.2.1. The parties are committed to working together to fulfil the principal function of SBS, as set down in the SBS Charter, which is to provide multilingual and multicultural radio and television services that inform, educate and entertain all Australians, and, in doing so, reflect Australia's multicultural society.
- 2.2.2. The parties acknowledge that section 55 of the Act requires SBS to endeavour to achieve and maintain a high standard as an employer in relation to terms and conditions of employment, occupational health, industrial safety, industrial democracy, non-discriminatory employment practices and other related matters.
- 2.2.3. The SBS Charter requires SBS to produce and broadcast programs which reflect Australia's multicultural society. To achieve this goal, the parties recognise that SBS must use its existing resources, including staff, with maximum efficiency and effectiveness.
- 2.2.4. The parties are committed to promoting job security and career development for SBS Employees. The parties seek to minimise the need for redundancies, through workforce planning and skill development, backed up by an active redeployment and retraining policy.
- 2.2.5. The parties recognise that participation by Employees, including union members through their unions, in decision-making which affects their working lives will enhance the quality of decision-making at SBS.
- 2.2.6. The parties recognise that as a public sector broadcaster, maintenance of integrity and accountability in meeting SBS's legislative objectives is a primary goal, and will be reflected in this Agreement.
- 2.2.7. The parties aim to work together to achieve transparency and accountability in all aspects of SBS's operations. The parties will work to ensure that SBS maintains a reputation as an ethical and accountable public broadcaster.
- 2.2.8. The parties aim to ensure that employment arrangements and work organisation are responsive to SBS's needs, Employees' needs and aspirations, and the industry within which SBS operates.

PART THREE - EMPLOYMENT ARRANGEMENTS

3. EMPLOYMENT CATEGORIES

3.1. Categories

- 3.1.1. Employment at SBS under the terms of this Agreement will be based on programming and operational requirements. Employment types under this Agreement will comprise:
 - (a) Ongoing Employees with or without a probationary period; or
 - (b) Employees engaged for a specified period; or
 - (c) Employees engaged for a specified task; or
 - (d) Casual Employees.

3.2. Ongoing Employees

- 3.2.1. Ongoing employment will be the normal mode of employment at SBS provided that other forms of employment may be used for programming or operational needs.

3.2.2. Ongoing Employees who successfully apply for a specified period or task position will be paid Higher Duties Allowance, if applicable, and retain their status as ongoing Employees.

3.3. Specified Period or Specified Task Employees

3.3.1. SBS will not engage Employees for a specified period or specified task as a substitute for probation, or to avoid merit based selection processes where they are required.

3.3.2. Employees may be engaged as specified period Employees for up to three (3) years and without limiting this subclause for example as temporary relief for increased workloads.

3.3.3. An Employee may be engaged as a specified period Employee for up to five (5) years in circumstances where they are backfilling other Employees who are temporarily absent from their positions. An Employee must be informed in writing at the commencement of the specified period that they are backfilling an existing ongoing Employee.

3.3.4. Employees may be engaged as specified task Employees for up to five (5) years continuously where that position is clearly not an ongoing one.

3.3.5. SBS will not administer specified period or specified task employment so as to avoid the obligations under this provision.

3.3.6. SBS will review the position of a specified period or specified task Employee at twelve-monthly intervals after engagement to establish whether an ongoing position exists. If the review establishes, or if at any other time it is established, that the position being filled by a specified period or specified task Employee is able to be filled on an ongoing basis, it will be filled via merit selection in accordance with clause 5 (Selection).

3.3.7. On the third annual review, following consideration of the employment history, a specified period Employee who has been employed in a single position performing the same duties will become an ongoing Employee after the completion of three (3) years' continuous service, unless clause 3.3.3 applies or the Employee was not appointed to that position via merit selection. Where the Employee was not appointed by merit selection, clause 5.3.3 will apply.

3.3.8. Where specified period or specified task employment is utilised for programming/operational needs, SBS will identify, and offer employment for, the expected period of employment. A letter of engagement will be provided to specified period or specified task Employees setting out the known or expected duration of their employment. In the case of a specified task Employee the letter of engagement will include the nature and expected duration of the specified task they are undertaking. If SBS proposes to offer a specified period or task Employee a further period of employment in the same position, SBS will, where possible, advise the Employee two (2) weeks before the end of their current period of employment.

3.4. Casual Employees

3.4.1. Employees may be engaged on a casual basis where the vacancy is of an intermittent basis with no ongoing employment relationship.

3.4.2. Casual Employees will receive a 20% loading in lieu of all leave entitlements provided for under this Agreement.

3.4.3. The loading will be included as salary for the purposes of allowance, overtime and penalty payments.

3.4.4. Casual Employees are not entitled to the benefits of the provisions of clauses 19, 26, 28, 29 and Parts 5 (Leave), 7 (Termination of Employment) and 8 (Redundancy) of this Agreement.

3.4.5. Wherever possible, casual Employees will be engaged from a trade-list of suitable, potential Employees with relevant skills.

3.4.6. An SBS Employee who is made redundant may apply and will be eligible for potential casual employment.

4. PROBATION

4.1. All new, ongoing Employees will have their performance and, if necessary because of the requirements of the position, medical fitness assessed during a period of probation. New Employees will be notified in advance of the period of their probation.

4.2. The probationary period will be three (3) months for all Employees except where the Employee:

- (a) must have their language proficiency tested by SBS;
- (b) must perform a variety of tasks that cannot be undertaken or assessed within three (3) months;
- (c) requires training in order to be adequately assessed and this cannot be done within three (3) months.

4.3. Where any of the exceptions referred to in clause 4.2 applies, the maximum probationary period will be nine (9) months.

4.4. SBS may confirm an Employee's appointment at any time during the probationary period.

4.5. SBS may waive the requirement for a new ongoing Employee to complete a period of probation if their performance and, if necessary because of the requirements of the position, medical fitness have already been assessed within the SBS workplace.

4.6. Despite subclause 4.2 and 4.3, trainees recruited to SBS will remain on probation for the period of their traineeship.

4.7. SBS may terminate the Employee at any time during their probationary period with two (2) weeks' notice or payment in lieu of notice.

4.8. SBS will assess performance during the probationary period in accordance with Schedule B.

5. SELECTION

5.1. Objective

5.1.1. The objective of selection is to select the best person for a vacant position through processes which operate in a consistent, impartial and competent manner.

5.2. Merit Selection

5.2.1. Merit selection will be used to fill all vacancies except those being used for developmental purposes, transfer at level, reduction in classification of an Employee, short to medium term (less than twelve (12) months) relief, or casual relief.

5.2.2. Selection on merit will be based upon an assessment by a selection committee of the relevant abilities, qualifications, experience, personal qualities and potential for development of each candidate against the statement of duties and selection criteria defining the vacant position.

- 5.2.3. Selection decisions will be made in terms of clause 5.2.1 without patronage or favouritism, or unlawful discrimination on the ground of political affiliation, race, colour, ethnic origin, social origin, religion, sex, sexual preference, marital status, family responsibilities, pregnancy, age or physical or mental disability or any other unlawful ground.
- 5.2.4. Clause 5.2.1 will not apply where an affirmative action process is operating in accordance with an agreed SBS Workplace Diversity Program, the objective of which is to encourage the selection on merit of persons in designated groups.

5.3. Advertising

- 5.3.1. Subject to clauses 5.2.1 and 5.3.2, all vacancies in ongoing positions will be advertised on the SBS Intranet.
- 5.3.2. In exceptional circumstances where the relevant Division Head has determined that the vacancy relates to a key program or project requiring the skills and attributes of a particular person, potential candidates may be canvassed on a discreet or direct basis.
- 5.3.3. Where there is a shortage of appropriately skilled candidates in the labour market for a vacancy (or the vacancy exists because an annual review under clause 3.3.7 established that the position could be filled on an ongoing basis but the Employee in that position had not been selected for that position via merit selection):
 - (a) expressions of interest for the vacant position will be sought and assessed by the relevant manager; and
 - (b) the relevant manager will document the selection, which will be based on merit in accordance with clause 5.2, as well as having regard to operational requirements; and
 - (c) expressions of interest from internal candidates can be sought concurrently with external canvassing activities.

5.4. Selection Committees

- 5.4.1. The parties recognise that the selection committee must be fair and impartial in its approach to the process.
- 5.4.2. Selection committees will not be biased towards candidates.
- 5.4.3. In nominating committee members, SBS will consider diversity issues including gender and non-English speaking background.
- 5.4.4. Selection committees will comprise at least one Employee who has been trained in, or who has experience with, SBS's staff selection procedures.
- 5.4.5. Where internal candidates meet the selection criteria, they will be assessed. All internal candidates will receive feedback on the outcome of the selection.
- 5.4.6. Where an Employee participating in a selection committee is found to have breached clauses 5.2.1 to 5.2.4 disciplinary action will be taken against that Employee.

5.5. Grievances

- 5.5.1. Grievances concerning the processes followed in selections will be handled under the provisions of clause 38.1.

PART FOUR - PUBLIC HOLIDAYS

6. PUBLIC HOLIDAYS

6.1. Entitlement

- 6.1.1. Employees will have public holidays on 25 December, 1 January, and Good Friday and will be paid as if those days were normal working days.
- 6.1.2. The annual leave of six (6) weeks provided under clause 7.1.1 is in compensation for Employees working on public holidays other than 25 December, 1 January and Good Friday. The additional amount of annual leave is in full compensation of any entitlement the Employee may have to be paid for a public holiday under the FW Act.
- 6.1.3. An Employee who works on a public holiday, other than a public holiday specified in clause 6.1.1, will be paid their ordinary rate of pay for that day, except as otherwise provided in this clause.

6.2. General Conditions – SBS Public Holidays

- 6.2.1. Where SBS and the Employee agree, another day may replace any public holiday specified in clause 6.1.1.

Shift workers

- 6.2.2. Shift workers who are required to work on one of the public holidays specified in clause 6.1.1 will be paid for work performed on that day a penalty loading of 150% additional to their ordinary hourly rate for each hour worked.
- 6.2.3. Where a substitution holiday is declared for any public holiday specified in clause 6.1.1 and a shift worker works on both the public holiday and its substitution holiday, the public holiday will attract payment at the public holiday rate and the substitution holiday will be paid at the ordinary rate for a non-holiday.
- 6.2.4. Full time shift workers who are rostered off on one of the public holidays specified in clause 6.1.1 will be rostered an additional day off within one month of the public holiday or as otherwise agreed. Where an additional day off cannot be provided, the Employee will be paid one (1) day's pay at the ordinary rate.
- 6.2.5. Notwithstanding 6.2.3, where 25 December falls on a Saturday and another day is substituted as a holiday, a part-time shift worker who works both days will be paid as if both days were public holidays.

Non-shift workers

- 6.2.6. Where 1 January or 25 December falls on a Saturday or Sunday a Substitution Holiday will be provided. "Substitution Holiday" means the Monday following 25 December or 1 January when these fall on a Saturday or Sunday and applies to non-shift workers.
- 6.2.7. Non-shift workers who are required to work on one of the public holidays specified in clause 6.1.1 will be paid for work performed on that day overtime at double time and one half in accordance with clause 20.2.1. If a Substitution Holiday is provided, the day which it replaces will not be considered to be a public holiday and a non-shift worker who works overtime on 25 December or 1 January falling on Saturday or Sunday will be paid at double time in accordance with clause 20.2.1.

6.3. Other Public Holidays

- 6.3.1. For shift workers, if an Employee is rostered and does not work on a public holiday recognised under the NES, other than those specified in clause 6.1.1, the Employee will be deemed to take that day as annual leave, unless the Employee is absent for reasons which would entitle the Employee to personal leave.
- 6.3.2. Non-shift workers who apply for annual leave on a day recognised as a public holiday recognised under the NES, which is not listed in clause 6.1.1 of this Agreement, will normally be granted annual leave. If the request cannot be accommodated the Employee will receive a 50% loading for work performed on that day.
- 6.3.3. The number of national and local public holidays that can be recognised for the purpose of clauses 6.1.3, 6.3.1, 6.3.2, 19.3.2 and 19.3.3 in any calendar year by Employees in any locality cannot exceed thirteen days, which is inclusive of the SBS public holidays listed in clause 6.1.1.

PART FIVE - LEAVE

Employees who wish to use any of the leave provisions contained in this Agreement must notify SBS as soon as possible and provide SBS with reasonable information about the nature and expected duration of their absence.

7. ANNUAL LEAVE

7.1. Entitlement

- 7.1.1. Employees will receive six (6) weeks' annual leave per annum, which is provided in compensation for Employees working on public holidays other than 25 December, 1 January and Good Friday. The additional amount of annual leave is in full compensation of any entitlement the Employee may have to be paid for a public holiday under the FW Act.

7.2. General Conditions

- 7.2.1. Annual leave will be credited to Employees on the first of each month in respect of the hours worked in the previous month. Employees may apply to use annual leave as soon as it is credited to them.
- 7.2.2. Part time Employees will receive a proportion of the full time entitlement based on the number of hours worked in the previous month.

7.3. Minimum Leave and Carryover Arrangements

- 7.3.1. SBS strongly encourages Employees to take their full annual leave entitlements each year.
- 7.3.2. All Employees should take at least three (3) weeks' annual leave each year.
- 7.3.3. If an Employee has more than six (6) weeks of untaken annual leave credit, the following will occur:
 - (a) SBS and the Employee will discuss and seek to agree on a plan to reduce the Employee's credits to a maximum of six (6) weeks; and
 - (b) if agreement cannot be reached under (a) and the Employee's untaken leave credit exceeds eight (8) weeks, SBS may, by giving two (2) weeks' notice in writing, reasonably direct the Employee to take a period or periods of leave. There is no minimum leave balance that must be retained.

- 7.3.4. Subject to clause 7.3.5, if, despite clause 7.3.3, on 1 December each year an Employee has more than twelve (12) weeks' annual leave credit untaken one of the following must occur:
- (a) SBS and the Employee will agree when the leave is to be taken, provided that the leave is to be taken within six (6) months of 1 December and results in the Employee's annual leave credits being reduced to a maximum of six (6) weeks;
 - (b) in the event agreement cannot be reached under (a) within six (6) months, from 1 July SBS will require the Employee to take a period of annual leave that will result in the Employee's credits being less than six (6) weeks.
- 7.3.5. An Employee who has been identified per clause 7.3.4 as having more than twelve (12) weeks' untaken annual leave credit may submit a written application to SBS to cash out a portion of their leave credit, provided that:
- (a) the Employee had genuinely been unable to take periods of annual leave due to work commitments, which directly resulted in their credits exceeding twelve (12) weeks; and
 - (b) the maximum amount of annual leave that may be cashed out is four (4) weeks; and
 - (c) the application to cash out annual leave credit includes a plan to take leave within six (6) months of 1 December;
 - (d) the combined total of cashed out annual leave credit in (b) and annual leave taken in (c) will result in the Employee's credits being less than 6 weeks, but greater than four (4) weeks by 1 July; and
 - (e) the Employee's remaining accrued annual leave credit as at the date of cashing out must not be less than 4 weeks.
- 7.3.6. If SBS agrees to an Employee's application under clause 7.3.5:
- (a) the Employee's accrued annual leave credit will be reduced by the amount of the annual leave cashed out; and
 - (b) the Employee must be paid the full amount that would have been payable to them had they taken the leave that they have foregone.
- 7.3.7. If SBS does not agree to an Employee's application under clause 7.3.5, the provisions of clause 7.3.4 continue to apply.
- 7.3.8. An Employee has the right to be absent from the workplace for any period of annual leave they are required by SBS to take under 7.3.3 (b) or 7.3.4 (b).
- 7.3.9. Clauses 7.3.3 and 7.3.4 do not apply to an Employee on extended paid leave such as Maternity Leave or Compensation Leave.

7.4. Salary Payable While on Annual Leave - Shift Workers

- 7.4.1. Shift-workers who are paid a composite salary or buy-out loading in lieu of penalty payments will continue to receive the composite salary or buy-out loading while on annual leave.

7.5. Annual Leave Loading

- 7.5.1. Employees who receive composite pay or buy-out loading in lieu of penalty payments will not be entitled to an annual leave loading.

- 7.5.2. Employees who do not receive composite pay or buy-out loading in lieu of penalty payments will be paid annual leave loading in addition to normal salary payment for annual leave. The payment will be the greater of the following:
- (a) 17.5 per cent of the Employee's salary (including any additional payments but excluding shift penalty payments) on 1 December at the end of the year in which the leave accrued for the period of accrued leave; or
 - (b) any shift penalties in respect of duty which the Employee would have performed had the Employee not been on approved annual leave.
- 7.5.3. Accrued annual leave loading will be paid once per year to Employees who take at least one (1) week's annual leave and who request payment to be made.
- 7.5.4. Leave loading payments are subject to a maximum payment of the equivalent of the Australian Bureau of Statistics male average weekly total earnings for the August period (seasonally adjusted) of the year in which the date of accrual occurs. Where leave accrual is less than for a full year, this maximum is applied on a pro-rata basis.
- 7.5.5. Employees who commence employment after 1 December of any year and cease employment within twelve (12) months will be paid any leave loading at the salary they would have received had they commenced before 1 December. For example, Employees who commence employment after 1 December 2008 and cease employment within twelve (12) months will be paid leave loading at the salary they would have received had they commenced before 1 December 2008.
- 7.5.6. An Employee whose services terminate and who is entitled to payment in lieu of accrued but annual leave will be paid any annual leave loadings not yet paid and leave loading on any accrued but untaken annual leave in accordance with clause 7.5.2 (provided that leave loading will be paid in respect of any annual leave only once).
- 7.5.7. Part time Employees will be paid leave loading, provided that the maximum payment will be calculated as follows:

$$\frac{A \times B}{C}$$

where:

A = Australian Bureau of Statistics male average weekly total earnings for September quarter preceding the accrual date,

B = The total number of annual leave hours accrued to the part time Employee for the relevant year, and

C = Annual leave entitlement of an equivalent full time Employee for the year of accrual.

- 7.5.8. Each year on the first pay day on or after 1 December all accrued but unused annual leave loading for the previous year will be paid to Employees.

7.6. Close Downs

- 7.6.1. Where an area observes close-downs at Christmas and/or other times, Employees in that area will use their annual leave credits to observe close-downs unless required to attend work.
- 7.6.2. If Employees do not have enough annual leave credit (including any anticipated credit for that month) to cover close-downs, unpaid leave to count as service for all purposes will be granted for the period where paid leave is unavailable.

7.6.3. SBS may require any part of the organisation to be kept open for the whole or any part of close-downs and may require Employees to attend work during the whole or any part of the close-downs.

7.7. Payment in Lieu

7.7.1. Employees will receive payment in lieu of any accrued but unused annual leave and accrued leave loading upon termination.

7.7.2. Payment for unused annual leave credits will be made at the Employee's final rate of salary, including allowances that would have been included in the Employee's pay during a period of annual leave.

7.7.3. An Employee who leaves SBS will be credited with pro-rata annual leave for the final month of service.

7.8. Payment on Death

7.8.1. If an Employee dies, payment may be made to dependants of the former Employee or the former Employee's legal personal representative. If a payment has not been made within twelve (12) months of the former Employee's death, it should be paid to the legal personal representative.

7.8.2. On the death of an Employee any moneys owing to SBS as a result of advanced annual leave credits will be waived.

8. PERSONAL LEAVE

8.1. An Employee will be entitled to personal leave in accordance with this clause 8. To the extent that the FW Act provides a more favourable outcome for the Employee in relation to personal leave in particular circumstances, the Employee will receive the benefit of that entitlement. If an Employee has exhausted their paid personal leave entitlement under this Agreement, the Employee should check with SBS to ascertain whether they may have a greater entitlement in a particular circumstance under the FW Act.

8.2. Availability

8.2.1. Employees are entitled to paid personal leave if they:

- (a) are unfit for work because of illness or injury;
- (b) need to attend a medical appointment;
- (c) need to care for a family member (limited to ten (10) days per year);
- (d) want to take spouse/partner leave in accordance with clause 11.3.1.(b);
- (e) need to deal with emergencies;
- (f) need time off when a family or household member contracts or develops a personal injury or illness that poses a serious threat to their life, or dies (compassionate/bereavement leave), in accordance with clause 8.4.

8.2.2. Approval is subject to Employees:

- (a) having the available personal leave credits; and
- (b) providing SBS with reasonable notice of the need to take leave; and
- (c) providing evidence when requested by SBS of the need to take leave for absences of

three (3) days or longer, or for frequent, short term absences.

- 8.2.3. SBS may approve additional paid or unpaid personal leave.
- 8.2.4. An Employee who has exhausted their paid personal leave credits will be entitled to two (2) days' unpaid carer's leave under the FW Act per occasion.
- 8.2.5. Employees may apply for unpaid personal leave or to use their accumulated personal leave credits.

8.3. Personal Leave Credits

- 8.3.1. Employees are entitled to eighteen (18) days' paid personal leave each year of service. Personal leave accrues at the rate of one and a half (1.5) days per month of service and unused personal leave credits accumulates from year to year.
- 8.3.2. Where Employees have insufficient paid personal leave credits, they will be credited in advance with the personal leave that would accrue during the remainder of the current month.
- 8.3.3. Part time Employees will receive a pro-rata amount of personal leave.

8.4. Compassionate/Bereavement Leave

- 8.4.1. Employees may take up to three (3) days' paid compassionate/bereavement leave per occasion when a family or household member:
 - (a) contracts or develops a personal injury or illness that poses a serious threat to their life; or
 - (d) dies.
- 8.4.2. Each day or part day of compassionate/bereavement leave will be deducted from the Employee's personal leave.
- 8.4.3. If an Employee has exhausted their paid personal leave entitlement under clause 8.3, they will be granted up to two (2) days' paid compassionate/bereavement leave per occasion. Employees may then use unpaid leave as compassionate/bereavement leave for an additional day, up to a combined maximum of three (3) days leave per occasion. Unpaid compassionate/bereavement leave counts as service for all purposes.

8.5. Other Matters

- 8.5.1. Employees may elect to convert all or some portion of their full pay leave credits to half pay.
- 8.5.2. Employees receiving workers' compensation for more than forty five (45) weeks will only receive pro-rata paid personal leave credits on the basis of hours actually worked.
- 8.5.3. Employees who become sick while on annual, long service or unpaid maternity leave may apply for personal leave and have the other leave recredited to them. Employees must provide satisfactory medical evidence in order to be granted personal leave on annual, long service or unpaid maternity leave.
- 8.5.4. Employees may not take paid personal leave while they are taking paid maternity leave.
- 8.5.5. Continuous personal leave of up to seventy eight (78) weeks counts as service for all purposes. After seventy eight (78) weeks, continuous personal leave will not count as service.

8.5.6. Employees may not retire on invalidity grounds before they have exhausted their paid personal leave.

9. MISCELLANEOUS LEAVE

9.1. Paid Leave

9.1.1. Paid leave will be granted to Employees to:

- (a) attend jury service;
- (b) attend Australian Defence Force obligations;
- (c) attend Emergency Services (ie State Emergency Service or equivalent) duties;
- (d) appear as a witness in a court or tribunal if required.

9.1.2. Approval is subject to the Employee providing reasonable notice of the need to take leave and the expected duration of their absence.

9.1.3. Jury Service:

- (a) SBS may grant paid leave to Employees in accordance with clauses 9.1.1 and 9.1.2 to attend court as a juror; and
- (b) SBS may require Employees to provide SBS with proof of attendance, the duration of attendance and details of any payment received for jury service; and
- (c) Employees attending jury service during ordinary working hours may be paid the ordinary salary they would have received had they been at work, less any amounts received for jury service.

9.1.4. Australian Defence Force obligations:

- (a) SBS may grant paid leave to Employees in accordance with clauses 9.1.1 and 9.1.2 to fulfil their Australian Defence Force obligations including four (4) weeks' paid leave to Employees each year for defence service, two (2) weeks' paid leave each year for attendance at recruit/initial employment training, and additional paid or unpaid leave at SBS's discretion for Australian Defence Force service, training and ceremonial duties; and
- (b) SBS may require Employees to provide SBS with proof of attendance and the duration of attendance; and
- (c) Employees undertaking Australian Defence Force obligations during ordinary working hours may be paid the ordinary salary they would have received had they been at work, subject to the provisions of this sub-clause; and
- (d) paid Australian Defence Force leave outlined in clause 9.1.4.(a) may accumulate to a maximum of two (2) years and may be taken over a two (2) year period; and
- (e) SBS will not require Employees to pay their tax-free Australian Defence Reservists salary to SBS in any circumstances; and
- (f) paid defence force leave will count as service for all purposes. Periods of unpaid Australian Defence Force leave in excess of six (6) months will not count as service for annual leave purposes but does not break continuity of service.

9.1.5. Emergency Services duties:

- (a) SBS may grant paid leave in accordance with clauses 9.1.1 and 9.1.2 to Employees who are members of registered emergency services (eg State Emergency Services, Rural Fire Services, etc) to attend regular training, responses, and ceremonial duties and reasonable recovery time; and

- (b) SBS may require Employees to provide SBS with proof of attendance and the duration of attendance; and
 - (c) Employees undertaking Emergency Services duties during ordinary working hours may be paid the ordinary salary they would have received had they been at work.
- 9.1.6. Appear as a witness in a court or tribunal if required:
- (a) SBS may grant paid leave in accordance with clauses 9.1.1 and 9.1.2 to Employees who are summonsed as a witness in a court or tribunal; and
 - (b) SBS may require Employees to provide SBS with proof of attendance, the duration of attendance and details of any payment made to them by the court or tribunal; and
 - (c) Employees attending a court or tribunal as a witness during ordinary working hours may be paid the ordinary salary they would have received had they been at work, less any amount paid to them by the court or tribunal.
- 9.1.7. SBS may grant paid leave in other circumstances. This may include leave to Employees to attend industrial proceedings, on the following conditions:
- (a) leave will not be granted to more than two Employees at the one time in respect of any one proceeding;
 - (b) leave to conduct a case will be with full pay;
 - (c) leave for preparation of a case will be without pay and will not exceed three (3) months in any twelve (12) months;
 - (d) for the purposes of this clause, "industrial proceedings" will mean any proceedings under the *Fair Work Act 2009* or any proceedings in the Administrative Appeals Tribunal.
- 9.1.8. Paid leave will count as service for all purposes.

9.2. Unpaid Leave

- 9.2.1. Unpaid leave of up to ten (10) days per one (1) year period will be granted to Employees of Aboriginal or Torres Strait Islander descent for ceremonial purposes.
- 9.2.2. SBS may grant unpaid leave for other purposes for up to twelve (12) months, subject to operational requirements.
- 9.2.3. Unpaid leave under clause 9.2 does not count as service for any purpose.

10. STUDY LEAVE

- 10.1. Study leave may be granted if the scope, content and level of the course are relevant to the needs of SBS.

10.2. Leave and/or Reimbursement of Costs

- 10.2.1. Employees may apply for either:
- (a) study leave and assessment leave in accordance with clauses 10.3 and 10.4; or
 - (b) assessment leave in accordance with clause 10.4 and reimbursement of costs associated with the study of up to \$2000.

10.3. Study Leave Provisions

10.3.1. Full time Study

- (a) Unpaid leave can be granted to Employees to undertake a course of full time study provided that SBS's operating requirements permit the leave.
- (b) Unpaid study leave will count as service for all purposes other than for annual leave.

10.3.2. Part time Courses

Paid leave can be granted to Employees to undertake part time study on the following conditions:

- (a) SBS's operating requirements permit the leave;
- (b) the maximum amount of leave that may be applied for is eight (8) hours' paid leave per week during the course;
- (c) the eight (8) hours per week may be pooled together and Employees may apply to take longer periods of leave;
- (d) paid study leave will count as service for all purposes.

10.3.3. Aboriginal or Torres Strait Islanders

Aboriginal or Torres Strait Islander Employees undertaking part time study may be granted up to thirteen (13) hours' paid study leave each week.

10.4. Assessment Leave Provisions

- 10.4.1. Employees who are granted leave or reimbursement of expenses under clause 10.2 will also be entitled to paid leave to travel to and from, and to attend, compulsory examinations or assessments held during their ordinary hours of duty.

10.5. External or Short Course Study Leave

- 10.5.1. SBS may grant paid study leave and/or reimbursement of costs to Employees to pursue a short course of external study. Courses may include courses on workplaces relations if the scope, content and level of the course contribute to understanding of workplace relations.

11. PARENTAL LEAVE

Unpaid parental Leave is provided for in the FW Act.

11.1. Maternity Leave

- 11.1.1. Employees who become pregnant are entitled to:

- (a) sixteen (16) weeks' paid leave except as provided in clause 11.1.4; and
- (b) up to two (2) years' unpaid leave.

- 11.1.2. The paid leave should commence six (6) weeks before the expected date of birth of the child unless satisfactory medical evidence is supplied recommending that these dates be altered.

- 11.1.3. The unpaid leave can be taken at any time within three (3) years of the birth of the child.

- 11.1.4. Paid maternity leave is only available to Employees who have had, or will have before the time the leave is taken, one (1) year's service with SBS provided that this qualifying period may be reduced by SBS.

- 11.1.5. Employees may apply for paid maternity leave on half pay.
- 11.1.6. In this clause, "become pregnant" means a female Employee who has become pregnant and either gives birth to the child or children, or whose pregnancy otherwise terminates, not earlier than twenty (20) weeks before the expected date of birth of the child/children.
- 11.1.7. The rate of pay for the period of paid maternity leave will be calculated as for personal leave for that Employee.
- 11.1.8. For the avoidance of doubt, if an Employee takes parental leave under the FW Act, that leave will be in satisfaction of that amount of the Employee's entitlements to leave under this subclause, in respect of a particular occasion of parental leave.

11.2. Adoption and Fostering Leave

- 11.2.1. An Employee who adopts or fosters a child, and is the child's primary carer, is entitled to:
 - (a) up to one (1) year's unpaid leave to be taken within two (2) years of the adoption/fostering of the child; and
 - (b) sixteen (16) weeks' paid leave around the time they adopt the child; or
 - (c) six (6) weeks' paid leave around the time they foster the child.
- 11.2.2. Clause 11.2.1 also applies to informal fostering and/or adoption of children within Indigenous communities.
- 11.2.3. An Employee may be entitled, under the FW Act, to request additional unpaid leave.
- 11.2.4. For the avoidance of doubt, if an Employee takes parental leave under the FW Act, that leave will be in satisfaction of that amount of the Employee's entitlements to leave under this subclause, in respect of a particular occasion of parental leave.

11.3. Spouse/Partner Leave

- 11.3.1. Employees whose spouse/partner gives birth are entitled to:
 - (a) two (2) weeks' paid leave which may be taken around the time of the birth and within three (3) months following the birth; and
 - (b) ten (10) days' personal leave which may be taken within three (3) months following the birth, provided the Employee has sufficient personal leave credits to cover the period of leave; and
 - (c) up to one (1) year's unpaid leave to care for the child within three (3) years of the birth.
- 11.3.2. An Employee may be entitled, under the FW Act, to request additional unpaid leave.
- 11.3.3. If Employee takes concurrent leave under the FW Act (being up to three (3) weeks at the time of the birth):
 - (a) the Employee will be paid for two weeks of that leave under 11.3.1, in satisfaction of the Employee's entitlement under clause 11.3.1(a); and
 - (b) the amount of leave the Employee is entitled to take under clause 11.3.1(b) will be reduced by the balance of the concurrent leave taken.
- 11.3.4. If an Employee takes parental leave under the FW Act (other than concurrent leave, which is specifically dealt with at 11.3.3 above), that leave will be in satisfaction of that amount of the Employee's entitlements to leave under this subclause, in respect of a particular occasion of

parental leave.

11.3.5. Employees may apply for paid spouse/partner leave on half pay.

11.4. Other Conditions

11.4.1. Return to Work

- (a) Employees returning from parental leave will be given access to part time work for up to twelve (12) months subject to operational requirements and in accordance with the provisions of clause 29 of the Agreement.
- (b) If it is not possible for SBS to approve the request for part time work in the position the Employee held before taking parental leave, SBS will assess whether an alternative position is available.
- (c) An Employee wanting to continue working part time beyond the twelve (12) month period referred to in paragraph (a) above must apply to SBS four (4) weeks before the twelve (12) month period is due to end. Approval of the application will be granted for up to twelve (12) months unless operational requirements do not permit it.
- (d) Applications to continue part time work beyond any period approved under paragraph (c) above must be submitted four (4) weeks before the approved period ends. If the operational requirements that permitted approval of the part time work have not changed, further part time work will be approved.
- (e) The maximum combined period of part time work under clauses 11.4.1 (a) to (d) inclusive is three (3) years. Any approval beyond this three (3) year period will be subject to operational requirements.

Clause 11.4.1 operates with and subject to the NES.

11.4.2. Other Leave during Parental Leave

- (a) Employees may apply to take other forms of paid leave while on unpaid parental leave once the entitlement to paid parental leave has been completely utilised.
- (b) No other form of leave is available while on paid parental leave.

11.4.3. Implications for Service

- (a) Paid parental leave counts as service for all purposes.
- (b) Unpaid parental leave does not count as service for any purpose but does not break continuity of service.
- (c) For Employees with less than twelve months' qualifying service, the first twelve weeks of maternity leave will count as service for all purposes, whether or not the leave is with pay.

PART SIX - SALARIES, ALLOWANCES, CLASSIFICATIONS AND HOURS OF WORK

12. SALARY LEVELS

12.1. Salary Bands

12.1.1. Employees covered by this Agreement will be paid a minimum salary in accordance with Schedule A.

12.2. Fortnightly pay

- 12.2.1. Unless otherwise agreed between the Managing Director and the majority of Employees, Employees will be paid fortnightly. The fortnightly rate of pay will be calculated by:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$

12.3. Salary on commencement

- 12.3.1. The Managing Director will determine the salary in the applicable classification scale that is payable to an Employee on commencement.

12.4. Reduction in Salary Band

- 12.4.1. SBS may reduce an Employee's Salary Band and/or salary level on discipline or poor performance grounds.

- 12.4.2. If a reduction in classification is proposed:

- (a) The Employee will be given the same period of notice as the Employee would have received if the employment had been terminated; or
- (b) SBS will pay an amount to maintain the level of salary received by the Employee at the date of notice of reduction in classification for the number of weeks of notice still owing.

12.5. Salary Increases

- 12.5.1. SBS salaries will be increased as follows:

- (a) by 3% from the first full pay period commencing on or after the Commencement Date;
- (b) by 3% from the first full pay period commencing on or after 1 year after the Commencement Date; and
- (c) by 3% from the first full pay period commencing on or after 2 years after the Commencement Date,

subject to the provisions of clause 6.3 of Schedule B.

- 12.5.2. These increases will not apply to an Employee's Market Loading paid under clause 12.7.

12.6. Salary Packaging

- 12.6.1. SBS may offer Employees a salary package.

- 12.6.2. A salary package involves Employees agreeing to sacrifice a portion of their salary for non-cash benefits, consistent with SBS guidelines.

- 12.6.3. Employees wishing to accept a salary packaging offer must pay for fringe benefits tax and the administrative costs associated with the salary package if the package involves payments that cannot be made through the SBS payroll system.

- 12.6.4. Employees must obtain independent financial advice prior to accepting any salary package.

- 12.6.5. Where Employees enter into salary packaging arrangements and/or purchased additional leave arrangements (under clause 28), superannuation, severance and termination payments will be determined as if such arrangements had not been entered into.

12.7. Market Loading

- 12.7.1. In addition to the salary provided for in Schedule A, SBS may pay a salary loading ("market loading") to an Employee in accordance with this subclause.
- 12.7.2. A market loading may be paid where a shortage of appropriately skilled persons in the labour market has increased the overall market remuneration for that position or profession and, in order to attract and/or retain an Employee, SBS needs to pay a salary higher than that provided for in the relevant Salary Band in Schedule A.
- 12.7.3. The market loading will be paid and may be adjusted at SBS's discretion, having regard to the relevant market remuneration trends for the relevant position and/or profession, the relevant Employee's skills and experience, and SBS's operational requirements.
- 12.7.4. The amount of the market loading will be recorded in writing.
- 12.7.5. The market loading will count as salary for all purposes, other than clause 12.5.

13. SALARY PROGRESSION

13.1. Eligible Employees

- 13.1.1. These provisions apply to ongoing Employees and specified period or specified task Employees who have been engaged on a single employment contract performing the same duties for a continuous period of twelve (12) months or more.

13.2. Timing of Salary Reviews

- 13.2.1. All SBS Employees will have their salary reviewed on the completion of each twelve (12) months' service at their current Band in accordance with Schedule B to this Agreement.
- 13.2.2. Any salary increase resulting from the annual review will be payable from the date of completion of the twelve (12) month period covered by the review or from the payment date in accordance with Schedule B to this Agreement.
- 13.2.3. Salary increases made in accordance with Schedule B to this Agreement will be reduced proportionately by any leave taken that does not count as service during the previous twelve (12) months.
- 13.2.4. Employees who have been on higher duties for twelve (12) months or more and have received an increase to their higher duties salary through a salary review under Schedule B to this Agreement, will have the percentage increase from that salary review applied to their base salary when their higher duties ceases.
- 13.2.5. If there is any delay in the completion of a salary review, any increase in salary will be payable from the date the review should have been completed.

13.3. Criteria for Salary Progression

- 13.3.1. Salary progression will be determined in accordance with the provisions at Schedule B.

13.4. Promotion

- 13.4.1. Employees who are promoted to a higher band will be paid a salary determined by SBS provided that the salary will be at least the minimum level for the higher band.

14. ALLOWANCES - SALARY RELATED

14.1. First Aid Allowance

14.1.1. Employees may be paid a first aid allowance if they hold the qualifications in Table 14.1.2 and if SBS requires them to undertake first aid responsibilities.

Table 14.1.2.

Qualification	Allowance payable per week
Senior First Aid Certificate of St. John Ambulance Association or the Senior First Aid Certificate of the Australian Red Cross Society or equivalent	\$9.03
Advanced First Aid Certificate St. John Ambulance Association or equivalent	\$11.10
Occupational First Aid Certificate of St. John Ambulance Association or Occupational First Aid Certificate of the Australian Red Cross Society or equivalent	\$13.64

14.2. Higher Duties Allowance

14.2.1. SBS may require an Employee temporarily to perform work at a higher Salary Band.

14.2.2. Subject to the provisions of this subclause 14.2, Employees required to perform all or part of the work of a higher Salary Band will be paid an allowance equal to the difference between their own salary and the salary they would receive if promoted to the higher Salary Band or an alternative amount determined by SBS where they are required only to perform part of the work.

14.2.3. Higher Duties and Leave

- (a) An Employee who is performing higher duties and is granted paid leave or who takes a public holiday will continue to receive higher duties allowance during that absence.
- (b) Higher duties allowance will not be paid beyond the date the Employee would have ceased performing higher duties had he/she not been absent.

14.2.4. Minimum Period

Higher duties allowance is only payable if Employees are required to perform work at a higher classification for at least one day.

14.2.5. Salary Barrier

Employees who are required to work in a classification at or above the overtime barrier for a period of less than one week will not be paid a higher duties allowance. The period will not count as service at the higher classification unless SBS determines otherwise.

14.2.6. SBS will review any situation where an Employee receives Higher Duties Allowance in a single position for a continuous period of twelve (12) months, to establish whether an ongoing vacancy exists. A merit-based selection will occur if an ongoing vacancy exists.

14.3. On-Call Allowance

- 14.3.1. On-call Employee means an Employee directed by SBS to be contactable and available to perform work outside his/her ordinary hours.
- 14.3.2. On-call Employees will be paid in accordance with Table 14.3.3 subject to the following:
- (a) employees at or above the overtime barrier will not be eligible to receive payment except with the approval of SBS; and
 - (b) the on-call arrangement is approved in writing by SBS.

Table 14.3.3.

Day worked	Allowance
Monday to Friday per hour or part hour	7.5% of hourly salary
Saturday and Sunday per hour or part hour	10% of hourly salary
Public Holidays and ADOs	15% of hourly salary

- 14.3.4. An Employee's salary for the purposes of calculating on-call allowance includes Higher Duties Allowance.
- 14.3.5. On-call allowance is not payable for any period for which an Employee is paid overtime.
- 14.3.6. On-call allowance will not be paid to Employees if they do not remain contactable or at the required degree of readiness to perform extra duty.
- 14.3.7. On-call Employees who are required to perform work, but are not recalled to work, will be paid overtime, subject to a one hour minimum payment.
- 14.3.8. On-call Employees who are actually recalled to the workplace will be paid overtime, subject to a three hour minimum payment.
- 14.3.9. SBS may determine an alternative rate payable to on-call Employees having regard to the circumstances of the restriction situation.

15. ALLOWANCES - REIMBURSEMENT RELATED

15.1. Clothing Allowance

- 15.1.1. SBS will reimburse Journalists who are required to appear on television in the course of their duties up to \$862.30 per annum for the purchase of clothing required by the Executive Producer or News Editor.
- 15.1.2. If the Journalist is required to appear on a regular basis or presents and/or conducts live interviews the reimbursement will be increased to \$2298 per annum, subject to the same conditions.

15.2. Disturbance Allowance

- 15.2.1. If an Employee is transferred to another location for a period of not less than twelve months SBS will make the following payments:
- (a) a single allowance in accordance with the rates set out in Table 15.2.3;
 - (b) reimbursement of reasonably incurred costs associated with the connection of a new telephone service; and

(c) reimbursement of reasonably incurred costs associated with the transfer of one motor vehicle (transfer of registration, transfer of licence etc).

15.2.2. Disturbance allowance will be reduced by any amount otherwise reimbursed by SBS as a consequence of the Employee's transfer.

Table 15.2.3.

Employee without dependants	Employee with one or more dependants	Full-time student(s) dependent child(ren)
\$370.70	\$775.80	additional \$148.80 per child

15.3. Motor Vehicle Allowance

15.3.1. An Employees who is authorised by SBS to use a private motor vehicle owned or hired by that Employee for official purposes may be paid an allowance in accordance with Table 15.3.5 where the use of the private motor vehicle will involve less expense or greater efficiency to SBS.

15.3.2. The Managing Director may grant permission for an Employee to use a private motor vehicle owned or hired by the Employee to return to the Employee's permanent station to take annual leave where the Employee has been temporarily transferred from one place to another.

15.3.3. SBS may approve an additional allowance to Employees who can demonstrate that the allowance payable under this clause is insufficient to meet reasonable expenses.

15.3.4. An Employee, who is authorised to use a private motor vehicle for official purposes and, in using the vehicle for that purpose, is required to pay an amount for vehicle registration and/or insurance premiums in excess of the amount he or she would otherwise have had to pay will be reimbursed for the additional costs.

Table 15.3.5.

Engine capacity	Rate of allowance per kilometre
Above 2,600cc	75.0 cents
1,601 to 2,600cc	74.0 cents
1,600cc and under	63.0 cents

15.4. Overtime Meal Allowance

15.4.1. Employees who work overtime will be paid a meal allowance of \$25.74 if the period of overtime covers one of the following meal periods and SBS does not provide a meal:

- (a) 7.00 a.m. to 9.00 a.m.;
- (b) 12 noon to 2.00 p.m.;
- (c) 6.00 p.m. to 7.00 p.m.; and
- (d) Midnight to 1.00 a.m.

15.4.2. SBS and a majority of affected Employees may agree to substitute alternative meal periods for those listed in this clause. The agreement will provide for four meal allowance periods in each 24 hour cycle.

15.5. Removal Expenses

- 15.5.1. Employees will be reimbursed removal expenses if they are required to move from one locality to another as a result of:
- (a) promotion or transfer in the interests of SBS where the transfer is for a minimum of thirteen weeks;
 - (b) an illness which justifies transfer; or
 - (c) disciplinary transfers in the interest of the SBS.
- 15.5.2. Eligible Employees will be paid:
- (a) the cost of conveyance of the Employee and dependants by the most economical means; and
 - (b) reasonable costs of removal of furniture and household effects of the Employee and dependants.
- 15.5.3. If SBS approves the arrangements for the removal of furniture and household effects, compensation will be payable for loss or damage to the property to a maximum of \$57,992.
- 15.5.4. SBS will reimburse up to \$165 towards the cost of kennelling and transporting any pets Employees may have.

15.6. Travelling Allowance

SBS will reimburse reasonable travel expenses in accordance with Australian Taxation Office guidelines on Reasonable Travel Allowance Expense Claims.

16. HOURS OF WORK

16.1. Full-time Weekly Hours

- 16.1.1. Full-time Employees will work an average of 38 hours per week over the following cycles:
- (a) shift workers - four week cycle;
 - (b) all other Employees - two week cycle.

16.2. Standard Day

- 16.2.1. For the purposes of calculating leave or flextime, a standard day for non-rostered Employees is seven (7) hours and thirty six (36) minutes per day to be worked between 8.30 am to 12.30 p.m. and 1.30 p.m. to 5.06 p.m. Monday to Friday.

16.3. Part-time Employment

- 16.3.1. Employees in any classification may be employed as part-time Employees for an agreed number of regular hours per week which is less than the ordinary hours of duty specified in clause 16.1.1 of this agreement.
- 16.3.2. Part-time Employees will receive, on a pro rata basis, equivalent wages and conditions to those of a full-time Employee.
- 16.3.3. Part-time Employees will not be required to perform overtime without their agreement.

16.4. Worked Continuously

Ordinary hours will be worked continuously each day for a minimum of three hours provided that meal breaks do not break continuity.

16.5. Meal Breaks

Employees will be given an unpaid meal break of at least 30 minutes within five hours of commencing work. Where practical, the meal break will be 60 minutes.

17. FLEXTIME

17.1. Application

Flexitime is not available to Employees who:

- (a) work part-time hours;
- (b) are required to work according to a shift roster;
- (c) work a 38 hour week and receive a rostered day off in a regular cycle; or
- (d) are above the overtime barrier.

17.2. Operation

17.2.1. Employees may vary their start and finish times and the period they work each day provided:

- (a) start and finish times, including meal breaks, are agreed with their Manager and are within flex-time bandwidth between 7.00am and 7.00pm with a maximum eleven hour day;
- (b) attendance will be monitored over two week cycles;
- (c) over a cycle Employees may accumulate a maximum of two days flex credit and carry this credit into the next cycle;
- (d) over a cycle Employees may accumulate a maximum of two days flex debit and carry this over into the next cycle. Employees who accumulate more than two days flex debit at the end of a cycle will have the excess hours deducted from their pay;
- (e) Employees with accumulated flex credit may take a flex day with the agreement of their manager.

17.3. Reversion to standard hours

SBS may direct Employees to revert to standard hours for a period or otherwise temporarily vary the flexitime arrangements, because of essential work requirements or because an Employee or group of Employees have failed to comply with the provisions of flexitime.

17.4. Local agreements

SBS and the majority of affected Employees may enter into local agreements on the operation of flexitime in relation to the cycle, the debit and credit carry over, start and finish times, the hours in a standard day and the extension of flexitime to staff otherwise excluded by the provisions of 17.1.

18. SHIFT WORK

18.1. Definition

An Employee is a shift worker if he or she is classified in any of the following classifications:

- (a) Operations Officer;
- (b) Technical Officer;
- (c) Broadcaster;
- (d) Broadcaster/Journalist;
- (e) Journalist; or
- (f) Administrative Service Officer or Information Technology Officer, and is rostered to perform ordinary duty outside the period 6.30am to 6.00pm, Monday to Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period.

18.2. Rosters

- 18.2.1. Full time rostered Employees will have four (4) days off each fortnight, at least two (2) of which should be consecutive. Where operational circumstances permit, single days off will be minimised.
- 18.2.2. Rosters will be distributed fourteen days in advance. Rosters will not be altered with less than seven days' notice except:
 - (a) in emergencies;
 - (b) where alterations are made due to the unforeseen absence of another Employee; or
 - (c) where the employer and Employee agree in writing to less than seven days' notice.
- 18.2.3. Where alterations which are not permitted under 18.2.2 are made to rosters, Employees will be paid overtime rates for all work performed under the new roster that does not coincide with the original roster until they have had seven days' notice of the change. Other penalties will not be paid for the period overtime is paid in accordance with this clause.

18.3. Accrued Days Off (ADO)

- 18.3.1. Subject to 18.3.2, SBS may roster Employees to work 80 hours per fortnight and accrue four hours per fortnight towards an ADO.
- 18.3.2. Despite provisions elsewhere in this Agreement, SBS and the majority of Employees in a work area may agree to establish an ADO system for full-time rostered Employees in a regular cycle to provide that:
 - (a) an Employee may elect, with the consent of SBS, to take an ADO at any time;
 - (b) an Employee may elect, with the consent of SBS, to take ADOs in part amounts;
 - (c) an Employee may elect, with the consent of SBS, to accrue some or all ADOs for the purpose of creating a credit to be drawn upon by the Employee at times mutually agreed by SBS and the Employee.

18.4. Shift patterns

- 18.4.1. Shift work, a new roster or a change to shift cycles may be approved by SBS after consultation with the relevant Employees. Shift rosters will specify the commencing and finishing times of ordinary hours of duty of the respective shifts.

18.4.2. Except at the regular change-over of shifts Employees will not be required to work more than one shift in each 24 hours.

18.5. Breaks between shifts

Employees will not be rostered to work so that the cessation of one day's ordinary duty and the commencement of their next day's ordinary duty occur on the same calendar day or within eleven hours.

18.6. Exchange of shifts

Shift workers can exchange shifts or rostered days off by mutual agreement, with the consent of SBS, and provided that the arrangement does not give Employees an entitlement to an overtime payment or an additional shift payment.

18.7. Payments not to affect other allowances

Shift penalty payments will not be taken into account when calculating overtime or any allowance based upon salary, nor will they be paid with respect to any shift for which any other form of penalty payment is made under this Agreement.

18.8. Rates of shift penalty payment

18.8.1. Journalists will be paid shift penalty payments in accordance with Table 18.8.1 provided that the maximum rate of pay for calculation of payments will be the rate of \$50,543 per annum.

Table 18.8.1. - Journalists

Shift	Penalty Rate
Ordinary duty on Saturday	50% additional to the ordinary rate of pay for each hour worked on a Saturday
Ordinary duty on Sunday	100% additional to the ordinary rate of pay for each hour worked on a Sunday
Ordinary duty on Monday to Friday, any part of which falls between the hours of 7.30 p.m. and 7.30 a.m.	15% for the whole shift additional to the ordinary rate of pay
Ordinary duty for at least four weeks on a shift, falling wholly within the hours of 7.30 p.m. and 7.30 a.m.	additional 30% of salary for each shift during that period

18.8.2. Shift workers other than Journalists, will be paid shift penalty payments according to Table 18.8.2.

Table 18.8.2. – Non Journalists

Shift	Penalty Rate
Ordinary duty on Saturday	50% additional to the ordinary rate of pay for each hour worked on a Saturday
Ordinary duty on Sunday	100% additional to the ordinary rate of pay for each hour worked on a Sunday
Ordinary duty on Monday to Friday, any part of which falls between the hours of 6.00 p.m. and 6.30 a.m.	15% for the whole shift additional to the ordinary rate of pay
Ordinary duty for at least four weeks on a shift, falling wholly within the hours of 6.00 p.m. and 6.30 a.m.	additional 30% of salary for each shift during that period

19. COMPOSITE PAY

19.1. General Conditions

- 19.1.1. SBS may pay all Employees in a workgroup a composite salary where Employees will receive a standard fortnightly loading on their base salary in lieu of all shift penalties payable under the SBS Agreement except for public holiday penalty payments on 25 December, 1 January and Good Friday only. Composite pay will not include overtime or other allowances. The composite pay loading will be payable during annual leave but will not be payable during any other type of paid leave.
- 19.1.2. Composite pay will only be adopted where both SBS and the majority of the workgroup agree. Otherwise the Agreement penalty payments will apply for all shifts except public holiday penalties for those public holidays recognised under the NES other than 25 December, 1 January and Good Friday.

19.2. Calculation

- 19.2.1. The composite pay rate will be calculated by:
- (a) estimating the aggregate SBS Agreement penalties (excluding public holidays) payable to ongoing Employees in each workgroup on the basis of projected rosters for the next twelve (12) months; and
 - (b) for Employees engaged by SBS prior to 27 June 1996, including a loading in lieu of public holidays as set out in clause 19.3.3.
- 19.2.2. The aggregate SBS Agreement penalties will be calculated by adding together the penalty rate of each shift as set out in Table 19.2.2 and dividing by the number of rostered shifts worked.

Table 19.2.2.

Shift Type	Agreement Rate
Weekday at or between 7.30am and 7.30pm (Journalists)	0%
Weekday before 7.30am or after 7.30pm (Journalists)	15%
Weekday at or between 6.30am and 6.00pm (Non-journalists)	0%
Weekday before 6.30am or after 6.00pm (Non-journalists)	15%
Saturday	50%
Sunday	100%
ADO	0%
Public Holiday under the NES other than 25 December, 1 January and Good Friday	Penalty rate that applies for day it falls (eg on a Saturday - 50%)
25 December, 1 January and Good Friday	0%

19.3. Public Holidays

- 19.3.1. Work performed on 25 December, 1 January and Good Friday will be paid at the rate of 150% and will not be included in the composite pay percentage rate for a work area.
- 19.3.2. If an Employee engaged by SBS prior to 27 June 1996 who was previously rostered to work on public holidays, is required to work on more than three (3) of the public holidays recognised

under the NES, except 25 December, 1 January and Good Friday, they will be paid a 50% loading for work performed on that day.

- 19.3.3. For Employees who were engaged by SBS prior to 27 June 1996, the composite pay rate will include an amount of 1.73% in lieu of any penalty payments payable for working on any public holidays recognised under the NES except 25 December, 1 January and Good Friday.

19.4. Rosters and Adjustment Mechanisms

- 19.4.1. SBS will determine roster patterns in accordance with operational needs. SBS will aim to spread unsociable rosters equally across a workgroup.
- 19.4.2. SBS will adjust composite pay rates annually in accordance with projected rosters and the formula listed above. The rates may be adjusted up or down.
- 19.4.3. SBS may adjust composite pay rates at other times if operational needs require changes to roster patterns. The rates may be adjusted up or down. Employees will be given one (1) months' notice of any rate change.
- 19.4.4. Employees may request a review of the composite pay rate if they believe that there is a 2.5% difference between the composite pay rate and the penalties that would otherwise have been payable to the work group under this Agreement.
- 19.4.5. Where a composite pay rate is offered or adjusted, the composite pay rate will be adopted in accordance with clause 19.2.2.

19.5. Excluded Employees

- 19.5.1. Employees engaged in Bands 6 to 8 are not eligible for composite pay under this section.

20. OVERTIME

20.1. General conditions

- 20.1.1. Subject to clause 20.1.2 SBS may require an Employee to work reasonable overtime at overtime rates.
- 20.1.2. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) any risk to Employee health and safety;
 - (b) the Employee's personal circumstances including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the Employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 20.1.3. Overtime will only be worked at the request or subsequent approval of SBS.

20.2. Rates

20.2.1. Subject to clause 20.3, the rate of payment for all overtime will be:

- (a) time and one half on Monday to Friday;
- (b) double time on Saturday and Sunday; and
- (c) double time and one half on public holidays 25 December, 1 January, Good Friday.

20.2.2. Overtime will be payable for part time Employees who work more than the ordinary full time hours.

20.3. Excluded Employees

20.3.1. Employees engaged in Bands 6 to 8 will not be eligible for overtime payments under this clause or time off in lieu under clause 21, except as provided in 20.3.2 and 20.3.3.

20.3.2. Journalists at all salary levels will be eligible to be paid overtime. However, where overtime is payable to Journalists classified at Journalist Level 4, the overtime will be paid at the rate of \$50,543 per annum.

20.3.3. Part-time Employees engaged as Broadcasters or Broadcaster/Journalists whose full time equivalent salary exceeds the overtime barrier will be paid additional hours at their normal hourly rate subject to the payment not exceeding:

- (a) on any day the equivalent full-time rate; and
- (b) in any week the equivalent full-time rate.

20.4. Calculation of Overtime

20.4.1. Salary for the purpose of calculating overtime includes any allowances in clauses 14.1 to 14.3.4.

20.4.2. Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime claimed each fortnight.

20.5. Conditions of Payment

20.5.1. Shift workers - Overtime will be payable for all hours of work performed in excess of average ordinary hours over a work cycle.

20.5.2. Non-Shift workers - Overtime will be payable where work is performed:

- (a) on Monday to Friday outside the flextime bandwidth;
- (b) after completing the specified daily hours of ordinary duty, during the flextime bandwidth, Monday to Friday; or
- (c) on a Saturday, Sunday or Public Holiday.

20.5.3. Casuals - Casual Employees who do not work a complete cycle will be paid overtime on a daily basis after working the daily hours of the equivalent full-time classification.

20.6. Minimum Payment

20.6.1. Employees will be paid a minimum of four hours overtime if they are required to work overtime that is not continuous with their ordinary hours (excluding meal breaks).

20.6.2. If overtime is performed before and after midnight and a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

20.6.3. Minimum payment provisions do not apply to clause 23.

21. TIME OFF IN LIEU

21.1. SBS may grant time off in lieu of overtime payments.

21.2. Time off in lieu of overtime will be taken at the Employee's discretion and with the prior agreement of SBS.

21.3. Time off in lieu of overtime will be taken at ordinary rates (one (1) hour's overtime = one (1) hour's time off).

21.4. Where time off in lieu has been agreed, and the Employee has not been granted that time off within four (4) weeks or another agreed period, payment of the original entitlement will be made.

22. REST PERIODS

22.1. Employees will receive a break of at least eleven hours between finishing work including overtime and commencing their next shift.

22.2. Where an Employee would normally be required to commence work within eleven hours of finishing work he or she will:

(a) not be required to attend work until he or she has had eleven consecutive hours off duty, without loss of pay for ordinary working time occurring during that absence; or

(b) if required by SBS to resume or continue work without having had eleven consecutive hours off duty:

(i) be paid at double time until he or she has had eleven consecutive hours off duty; and

(ii) when no longer required to work, not be required to work again until he or she has had eleven consecutive hours off, without loss of pay for ordinary working time occurring during that absence.

22.3. The provisions of this clause do not apply to Emergency Duty unless the actual time worked (excluding travelling time) is at least three hours on each call.

22.4. The provisions of this clause only apply to Employees who are eligible for overtime payment (see clause 20.3).

23. EMERGENCY DUTY

23.1. Employees who are required to come to work and deal with an emergency at a time when they would not normally have been at work will be paid at double time rates, except on public holidays when double time and a half rates will apply. Payment will include time spent travelling to and from work.

23.2. The minimum Emergency Duty payment will be two hours at double time.

23.3. Emergency Duty does not apply:

(a) where notice was given to an Employee prior to ceasing work;

(b) to rostered Employees whose ordinary commencement time is altered to meet an

- emergency; or
- (c) to restricted duty Employees in accordance with clause 14.5.

24. EMPLOYEES WORKING FOR DIFFERENT WORK AREAS

- 24.1. Employees who work in more than one area of SBS will be paid a salary equal to:
- (a) the combined base salary of the two positions performed (based on the hours worked);
 - (b) any penalties/composite rates applying in both positions.
- 24.2. Employees who work in more than one area of SBS will receive leave credits based on the combined hours worked.
- 24.3. Work performed in one position will not be considered when calculating overtime payments in another.

25. BUY-OUT PROVISIONS

25.1. Conditions

- 25.1.1. SBS may agree with an Employee to pay the Employee a salary loading in lieu of penalties, allowances, loadings, overtime and/or anything else agreed by both for an agreed period. The loading will be calculated on the basis of an agreed amount of overtime and shift work and will include any other allowances and loadings that would have been payable to the Employee. The components of the loading will be recorded in writing.
- 25.1.2. The salary loading will be payable during annual leave but will not be payable during any other type of paid leave.
- 25.1.3. If an Employee or SBS believes that the level of salary loading has been wrongly calculated or extraordinary events have intervened to change anticipated work patterns the level may be reviewed. If the review finds any discrepancy the rate will be changed and the Employee paid any back adjustments owing within one (1) month.
- 25.1.4. Subject to clause 25.1.3, the level of the salary loading will be reviewed annually.
- 25.1.5. The salary loading can be terminated with two (2) weeks' notice and replaced by standard SBS Agreement provisions for shift penalties, allowances and overtime.

26. OVERSEAS AND DOMESTIC ASSIGNMENTS AND SPECIAL EVENTS

26.1. Allowance

- 26.1.1. To maximise the opportunity for Employees to be directly involved in the coverage of international affairs and special events and to assist SBS in competitive tendering, Employees involved in these activities will receive an Allowance in addition to base salary.
- 26.1.2. For international assignments and special events:
- (a) a minimum of a fifty (50) percent Allowance in lieu of penalties and overtime (overtime would be paid for any hours worked in excess of twelve (12) hours on any day), with all other terms and conditions to apply in the normal way; OR
 - (b) a negotiated Allowance of at least the value of option (a) above, with the Allowance to include any or all of penalties, overtime, shift arrangements, allowances, hours of work, non-cash benefits and/or anything else agreed by both parties.

- 26.1.3. For domestic assignments and special events, an Allowance may be negotiated with the Employee. The Allowance will include penalties, overtime, shift arrangements, allowances, hours of work, non-cash benefits and/or anything else agreed by both parties.
- 26.1.4. Where SBS provides business class air-travel Employees will be paid their normal wages and the Allowance and will not be entitled to claim travelling time as overtime.
- 26.1.5. Payment of the Allowance will commence from the time of departure from home and will cease at the time of return to home. Periods of leave taken in conjunction with the assignment will not attract the Allowance.

26.2. General Arrangements

- 26.2.1. Selection of those Employees to be involved in overseas assignments and special events will occur before the conditions which will apply are negotiated. Negotiations will occur and agreement will be reached with the group as a whole. All Employees in the group will receive the same Allowance.

27. OTHER SALARY ARRANGEMENTS

27.1. Remuneration Packages

- 27.1.1. SBS and an Employee classified in Band 6 to 8, including Journalist Level 4 classification, may negotiate a remuneration package to meet circumstances where this Agreement does not provide sufficient flexibility to satisfy a particular activity. The terms of the remuneration package will be in writing.
- 27.1.2. The remuneration package may include one or more of the following elements: base salary, hours of work (including arrangements of hours and rostered days off), rosters and changes to rosters, shift penalties, overtime, additional annual leave, public holidays, allowances, non-cash benefits or anything else agreed between SBS and the Employee.
- 27.1.3. The remuneration package will supplement the terms and conditions of this Agreement for all matters contained in the package except average weekly hours of work provided that the terms and conditions of any remuneration package shall not result in disadvantage to the Employee.

28. WORK-LIFE BALANCE

28.1. Purpose

SBS provides a range of flexible options to assist Employees in balancing work and private responsibilities whilst ensuring SBS continues to operate effectively and efficiently. These flexible options are outlined in this section and in Part 5 Leave of this Agreement, and may be used, for example, to manage family and/or carer's responsibilities (including child and elder care), transition to retirement, to manage personal commitments, etc.

28.2. Principles

- 28.2.1. The parties agree that for the purposes of this clause:
 - (a) any changes to an Employee's working arrangements will be strictly voluntary and made only at the request of the Employee;
 - (b) any changes will be contingent upon agreement between the Employee and SBS;
 - (c) any changes will be documented in writing in a Flexible Working Arrangements Agreement ("FWAA");

- (d) SBS will not attempt to influence an Employee to enter into a FWAA;
- (e) a FWAA must have regard to operational considerations and involve no additional cost to SBS (i.e. compared with the Employee's current arrangements);
- (f) a FWAA will not affect an Employee's entitlement to overtime or time off in lieu of overtime.

28.2.2. Employees wishing to enter into a FWAA may be accompanied by a representative in their negotiations.

28.2.3 Applications to enter into a FWAA must be:

- (a) in writing; and
- (b) set out details of the change sought and of the reasons for the change.

28.2.4. Within twenty one (21) days SBS will inform the Employee in writing if a FWAA application is approved or not. Where an application has been refused, the written response will include reasons for the refusal.

28.2.5. A FWAA may be terminated by the Employee or SBS with two (2) weeks' notice in writing.

28.3. Non-shift Workers

28.3.1. Non-shift workers may enter into individual arrangements with their manager on any or all of the following:

- (a) The hours they work, with:
 - (i) a limit of twelve (12) hours on any day; and
 - (ii) an average seventy-six (76) hour fortnight (or part time equivalent) over an agreed period;
- (b) home based work; and/or
- (c) up to an additional six (6) weeks' leave in a year - unpaid - with a reduced fortnightly salary being paid over the full year.

28.3.2. Any leave taken under clause 28.3.1 (c) will count as service for all purposes.

28.4. Shift Workers

28.4.1. Shift workers may enter into individual arrangements with their manager on any or all of the following:

- (a) home based work;
- (b) up to an additional six (6) weeks' leave in a year - unpaid - with a reduced fortnightly salary being paid over the full year; and/or
- (c) where operational requirements demand that an Employee be rostered for some but not all of their time, the hours not requiring rostering may be worked at a time agreed between the Employee and their manager.

28.4.2. Any leave taken under clause 28.4.1 (b) will count as service for all purposes.

29. PART TIME WORK AGREEMENT

- 29.1. An Employee may elect to work part-time with the consent of SBS.
- 29.2. The Employee's written agreement is required prior to any change from full-time to part-time employment or any variation to part-time hours.
- 29.3. Where a full-time Employee is permitted to work part-time for an agreed period not exceeding twelve months that Employee will have a right to:
- (a) revert to full-time employment at the expiry of the agreed period at the level the Employee occupied prior to entering into the part-time work arrangement;
 - (b) revert to full-time employment if circumstances alter before the expiry of the agreed period, and the Employee is available to return to full-time work; or
 - (c) return to the full-time position occupied before entering into the part-time work arrangement as soon as practicable, but no later than the expiry of the agreed period.

PART SEVEN – TERMINATION OF EMPLOYMENT

The following provisions apply to termination of an Employee's employment for reasons other than redundancy. See Part Eight – Redundancy for the provisions that cover termination of employment on the grounds of redundancy.

30. TERMINATION OF EMPLOYMENT

30.1. Notice of termination by employer

- 30.1.1. In order to terminate the employment of a full-time or regular part-time Employee the employer shall give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 30.1.2. In addition to this notice, Employees over forty five (45) years of age at the time of the giving of the notice with not less than two years' continuous service will receive an additional week's notice.
- 30.1.3. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 30.1.4. In calculating any payment in lieu of notice, the salary an Employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated will be used.
- 30.1.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual Employees, Employees on probation, apprentices or Employees engaged for a specified period of time or for a specified task or tasks.

30.2. Continuous service

30.2.1. For the purpose of calculating payment continuous service means:

- (a) service as an Employee with SBS;
- (b) Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
- (c) service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Forces;
- (e) Commonwealth service immediately preceding deemed resignation under the repealed section 49 of the Public Service Act 1922 if the service has not previously been recognised for redundancy pay purposes; and
- (f) service in another organisation where:
 - (i) an Employee was transferred from that organisation with a transfer of function; or
 - (ii) an Employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the Commonwealth and such service is recognised for long service leave purposes.

30.2.2. Continuity of service

For earlier periods of service to count there must be no breaks between the periods except where:

- (a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer; or
- (b) the earlier period of service was with the Australian Public Service ("APS") and ceased because the Employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the Public Service Act 1922.

PART EIGHT - REDUNDANCY

31. REASONS

31.1. SBS may determine that an Employee is redundant where:

- (a) their skills or talents are no longer relevant to program requirements; or
- (b) they are no longer required for the efficient and economical operation of SBS; or
- (c) their services cannot be used effectively because of technological change or other changes in work practices; or
- (d) their function is transferred to another location and they are not willing to relocate.

32. EXCLUSIONS

32.1. The provisions of clauses 31 and 33 to 35 do not apply to:

- (a) an Employee serving a period of probation;
- (b) an Employee engaged for a specified period or specified task; or
- (c) an Employee engaged on an individual employment contract (unless that contract

specifically makes provision for redundancy).

33. PROCESS

33.1. Consultation

33.1.1. Where possible redundancy(ies) have been identified SBS will hold discussions with the affected Employee(s) and, where the Employee requests, with their representative.

33.1.2. The discussions will cover:

- (a) the reasons for, and effects of possible redundancy(ies);
- (b) the measures taken to avoid or minimise redundancy(ies);
- (c) redeployment and retraining options.

33.2. Redeployment and Retraining

33.2.1. If an affected Employee indicates a preference to explore redeployment and retraining options, SBS will:

- (a) provide advice on employment options;
- (b) canvass work areas for possible, suitable vacancies;
- (c) assess long term retraining options;
- (d) assist with interview and job search skills;
- (e) take other appropriate action.

33.2.2. At the affected Employee's discretion, SBS will examine redeployment and retraining possibilities for up to six (6) weeks.

33.2.3. An Employee who continues in any employment with SBS will not receive any redundancy payments.

33.3. Notification

33.3.1. SBS may formally notify an Employee in writing they are redundant if:

- (a) after initial discussions the Employee does not wish to examine redeployment and retraining options; or
- (b) after examining redeployment and retraining options, no suitable, alternative employment has been found.

34. PAYMENTS

34.1. An Employee who is made redundant will receive:

- (a) five (5) weeks' notice or payment in lieu of notice;
- (b) four (4) weeks' salary for every year of service for the first five (5) years, and three (3) weeks' salary for every year of service thereafter, to a maximum of twenty four (24) years' service;
- (c) any accrued but untaken long service leave and pro-rata long service leave;
- (d) any accrued but untaken annual leave and annual leave loading; and
- (e) payment in lieu of up to six (6) weeks' salary of the retention and retraining period outlined in clause 33.2.2 if an Employee wishes to leave before the expiration of the six-

week period.

- 34.2. "Service" means service with:
- (a) SBS;
 - (b) any Commonwealth agency, including continuous service with a non-Commonwealth employer where the Employee was:
 - (i) Previously transferred from the SBS or Australian Public Service to that employer with a function and the Employee returns to the SBS; or
 - (ii) Appointed to the SBS on the transfer of a function to the SBS;
 - (c) (c)the Australian Defence Force.
- 34.3. Provided that for the purposes of clauses 34.2 (b) and (c) the service:
- (a) is recognised for long service leave purposes; and
 - (b) did not cease by retrenchment, retirement on grounds of invalidity, inefficiency or loss of qualifications, forfeiture of office, dismissal, termination of probation for reasons of unsatisfactory service, or voluntary retirement at or above the minimum retiring age applicable to the Employee or with the payment of an employer-financed retirement benefit.
- 34.4. For the purpose of calculating any payment under clauses 34.1 (a) and (b), "salary" will include:
- (a) the Employee's salary;
 - (b) higher duties allowance, where the Employee has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date on which the Employee is given notice of redundancy under clause 33.3.1;
 - (c) composite pay or shift penalties, where the Employee has been entitled to composite pay or shift penalties for 50% or more of the pay periods in the twelve (12) months preceding being given notice of redundancy. A weekly average of composite pay or penalties received over the twelve (12) months will be included in the salary; and
 - (d) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
- 34.5. Provided that for the purposes of clauses 34.2 (Service) and 34.4 (Salary), where an Employee has part time service, the payment for such period(s) of part time service will be calculated on a pro-rata basis, based on the full time equivalent salary.
- 34.6 The payments provided for under subclause 34.1 are in satisfaction of all termination entitlements including notice of termination and redundancy pay under the NES.

35. OTHER MATTERS

- 35.1. An Employee who is paid a redundancy benefit will not be re-engaged by SBS within twelve (12) months of their retrenchment without the approval of the Managing Director.

PART NINE - EMPLOYEE CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION

36. EMPLOYEE REPRESENTATION

- 36.1. SBS recognises the right of Employees to be represented by their union or other chosen representatives. For the purpose of this Part the Employees' union or other representatives are hereafter referred to as "nominated representative(s)".

37. EMPLOYEE CONSULTATION

- 37.1. SBS is committed to consulting and sharing information with Employees and their nominated representatives about workplace matters affecting them.
- 37.2. Information may be shared, for example, through Divisional and branch meetings, Corporation-wide meetings, newsletters, SBS intranet, as appropriate.
- 37.3. SBS will discuss with affected Employees workplace matters affecting them.

38. PERSONAL GRIEVANCES

- 38.1. Grievances over workplace issues:
- (a) will, where possible, be resolved with minimum formality;
 - (b) may be addressed through the use of mechanisms such as mediation and conciliation, where appropriate; and/or
 - (c) may be referred by either party for examination by a person agreed to by both parties for this purpose.
- 38.2. Employees who are not satisfied with the decision of the Managing Director under this process may use the Dispute Resolution Procedures in clause 39.

39. DISPUTE RESOLUTION

39.1. Objective

- 39.1.1. The avoidance and resolution of industrial disputes through the provision of information and explanation, consultation, co-operation and negotiation.

39.2. Process

- 39.2.1. Employees who anticipate or are experiencing a problem with the application of this Agreement or the National Employment Standards, which is not suited to resolution through clause 38 of this Agreement and which they cannot resolve through discussion in the normal day to day work situation, should raise the issue with their supervisor. The supervisor will set aside the time necessary for a full discussion of the issue with the Employee.
- 39.2.2. If, after this initial discussion, the matter cannot be resolved, the supervisor will agree to consider the issue and provide a response to the Employee(s) as soon as possible. Timing will be determined by what is reasonable to allow a thorough consideration of the facts and relevant SBS policies and practices. The response should propose action to address the issue.
- 39.2.3. If the matter is not resolved between the supervisor and the Employee(s) it may be raised with the Cost Centre Manager.

- 39.2.4. If the matter is not resolved at that level, the Employee(s) may then initiate a formal discussion with the Cost Centre Manager and/or the Division Head.
- 39.2.5. Where the matter remains unresolved, the Employee(s) may then initiate a formal discussion with the Managing Director (or their nominee).
- 39.2.6. If the matter is not resolved under clause 39.2.5, either party may notify the matter to Fair Work Australia (FWA) the parties agree that they will endeavour to exhaust clauses 39.2.1 to 39.2.5 before they resort to the formal processes of FWA. The parties reserve the right to make whatever submissions they wish to the FWA.
- 39.2.7. The FWA may first attempt to resolve the matter as it considers appropriate, including by mediation, conciliation, expressing an opinion, making a recommendation or arbitration.

39.3. Negotiations at Other Levels

- 39.3.1. Serious issues may be referred directly to the Managing Director who would normally require evidence that the procedures outlined above have been exhausted.
- 39.3.2. Nothing contained in this procedure prevents the Employee(s) and the Managing Director or their nominee from entering into negotiations at any level, in respect of matters in dispute, should such action be conducive to achieving resolution. Advice will be conveyed from one party to the other prior to this course of action being taken.

39.4. Alternative Dispute Resolution Mechanisms

- 39.4.1. At any time during the process the parties may agree to:
- (a) use of mechanisms such as mediation and conciliation to assist in the resolution of the matter; and/or
 - (b) nominate an independent person to consider the matter and recommend action to resolve the dispute.

39.5. Continuation of Work

- 39.5.1. While the parties are trying to resolve the dispute using the procedures in this term:
- (a) (a) an Employee must continue to perform work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) (b) an Employee must comply with a direction given by SBS to perform other available work at the same, or another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

The parties acknowledge that work will continue in accordance with custom and practice, provided that it is not the intent of this clause to limit or restrict the ability of SBS to manage the organisation nor to introduce change at the workplace, including in accordance with the Workplace Change provisions in clause 41 of this Agreement.

39.6 Representation

An Employee who is a party to the dispute may appoint a nominated representative for the purposes of the procedures in this clause.

40. NOTICEBOARDS

SBS will permit the use of noticeboards by Employees for display of this Agreement and materials directly related to it.

41. WORKPLACE CHANGE

41.1. Notification

41.1.1. Where SBS has developed a proposal to introduce major workplace change that is likely to have significant effects on Employees, they will notify the affected Employees.

41.2. Significant Effects

41.2.1. Significant effects include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of SBS's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the alteration of hours of work;
- (e) the need for retraining or transfer of Employees to other work locations; and
- (f) the restructuring of positions;

provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

41.3. Consultation

41.3.1. The affected Employees may nominate a representative for consultation with SBS. The Employees must advise SBS of the identity of their nominated representative.

41.3.2. SBS will consult with affected Employees and/or their nominated representative, about inter alia, the introduction of the changes referred to in clause 41.1.1, the effects the changes are likely to have on Employees, and measures to avert or mitigate any adverse effects of such changes on Employees, and shall give prompt and genuine consideration to matters raised by the Employees and their representatives in relation to the changes.

41.3.3. The consultation will commence as early as practicable after a definite decision has been made by SBS to make the changes referred to in clause 41.1.1.

41.3.4. For the purposes of such consultation, SBS will provide in writing to the Employees concerned and nominated representatives all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that SBS is not required to disclose confidential or commercially sensitive information the disclosure of which would be inimical to SBS's interests.

42. JOINT CONSULTATIVE COUNCIL (JCC)

- 42.1. A consultative committee comprising members of the SBS Executive, SBS Employees and officers of the unions may meet at the request of either party and with the agreement of the parties to the Agreement to discuss issues that cannot be resolved through the consultative and information sharing initiatives contained elsewhere in this Agreement.
- 42.2. The objectives of the JCC are:
- (a) the sharing of information between SBS and the unions on matters that are of SBS wide significance and interest;
 - (b) to promote good industrial relations at SBS; and
 - (c) to facilitate a cooperative approach to the resolution of issues raised by the parties.

43. AWARD RECONCILIATION

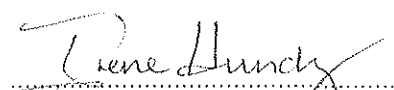
- 43.1. For the purpose of ensuring that an Employee is no worse off working under the Agreement than the Award:
- (a) an Employee may request in writing within 28 days of the expiry of the Relevant Period, that a reconciliation be carried out by SBS comparing the Employee's overall earnings and the amount that the Employee would have earned had the Award applied for the Relevant Period and the Employee had been paid at the rates set out in the Award;
 - (b) in the event that the reconciliation reveals that, in relation to the Relevant Period, there is a shortfall in the Employee's earnings (ie the Employee has earned less overall than the Employee would have earned overall had the Award applied to the Employee and the Employee been paid at the rates set out in the Award), then SBS will compensate the Employee by paying them that shortfall within 14 working days of completing the reconciliation;
 - (c) where a request for a reconciliation is made by an Employee under this clause 43, SBS will carry out the reconciliation within 28 working days of the request;
 - (d) the requirements under this clause 43 will be taken to have been satisfied in relation to monetary entitlements in relation to a Relevant Period if a reconciliation in accordance with this clause 43 would (if it was conducted) show that the Employee's overall earnings would be equal to or greater than what the Employee would have earned overall had the Award applied to the Employee and the Employee had been paid at the rates set out in the Award.
- 43.2. Relevant Period means:
- (a) the period of 12 months' service with SBS after the Commencement Date of this Agreement; or
 - (b) the period between the expiry of the previous Relevant Period (or, if none, the Commencement Date of the Agreement) and the termination of the Employee's employment.

PART TEN - SIGNATORIES TO AGREEMENT

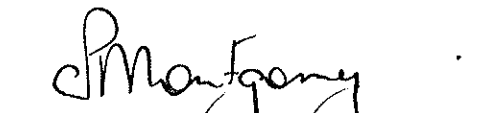
44. SIGNATURE OF PARTIES TO AGREEMENT

SIGNATURES

SIGNED by **SPECIAL BROADCASTING SERVICE CORPORATION** by its duly authorised officer in the presence of:)
)
)
)
)


Signature of witness
IRENE HUNDY
Name of witness (print)

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


Signature of witness
Claire Montgomery
Name of witness (print)

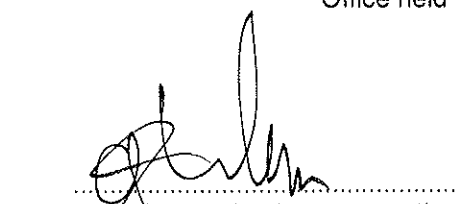
SIGNED for and on behalf of the **EMPLOYEES** by an authorised representative and in the presence of)
)
)
)
)

.....
Signature of witness
.....
Name of witness (print)


Signature of authorised officer

SBS, 14 Herbert St, Artarmon
Address of authorised representative

MICHAEL EBEID
Name of authorised officer (print)
MANAGING DIRECTOR
Office held


Signature of authorised representative

Christopher Warren
Name of authorised representative (print)
245 Chalmers St, Redfern
Address of authorised representative
Federal Secretary
Office held

.....
Signature of authorised representative

.....
Name of authorised representative (print)

.....
Address of authorised representative

.....
Office held

SCHEDULE A - SALARY BANDS AND SALARY INCREASES

Band	Minimum salary, payable from 25/11/2010	Minimum salary, payable from the first full pay period on or after the Commencement Date*	Minimum salary, payable from the first full pay period on or after 1 year after the Commencement Date*	Minimum salary, payable from the first full pay period on or after 2 years after the Commencement Date*	SBS Agreement Classification
1	\$34,549	\$35,585	\$36,653	\$37,753	Administrative Service Officer Class 1 Cadet Journalist Operations Officer Grade 1 (below efficiency barrier)
2	\$44,428	\$45,761	\$47,134	\$48,548	Administrative Service Officer Class 2 Graduate Administrative Assistant Operations Officer Grade 1 (above efficiency barrier) Technical Officer Level 1
3	\$50,504	\$52,019	\$53,580	\$55,187	Administrative Service Officer Class 3 & 4 Broadcaster Level 1 Broadcaster/Journalist Level 1 Information Technology Officer Class 1 Journalist Level 1 Operations Officer Grades 2 & 3 Technical Officer Level 2
4	\$65,973	\$67,952	\$69,991	\$72,090	Administrative Service Officer Class 5 Broadcaster Level 2 Broadcaster/Journalist Level 2 Journalist Level 2 Operations Officer Grades 4 & 5 Technical Officer Level 3
5	\$71,407	\$73,549	\$75,756	\$78,028	Administrative Service Officer Class 6 Broadcaster Level 3 Broadcaster/Journalist Level 3 Journalist Level 3 Information Technology Officer Class 2 Operations Officer Grade 6 Technical Officer Level 4
6	\$78,961	\$81,330	\$83,770	\$86,283	
7	\$87,849	\$90,484	\$93,199	\$95,995	Journalist Level 4
8	\$106,929	\$110,137	\$113,441	\$116,844	
Bands 6 – 8: Employees Other Than Journalists					
6	\$78,961	\$81,330	\$83,770	\$86,283	Senior Officer Grade C Senior Professional Officer Grade C Senior Information Technology Officer Grade C
7	\$93,283	\$96,081	\$98,964	\$101,933	Senior Officer Grade B Senior Professional Officer Grade B Senior Technical Officer Grade B
8	\$110,886	\$114,213	\$117,639	\$121,168	Senior Officer Grade A

* Subject to clause 6.3(b) of Schedule B, which sets out the circumstances in which a different minimum salary may apply.

SCHEDULE B - MYCAREER@SBS

1. Objectives

The purpose of *MyCareer@SBS* is to:

- (a) Align SBS's Charter, Purpose and Corporate Goals and Strategies with the activities and outcomes of work teams and Employees; and
- (b) support Employees to achieve work expectations and acknowledge their contribution through active participation in the process, two-way feedback on performance, recognition and reward for their efforts, and improved development and career opportunities.

MyCareer@SBS aims to ensure that:

- (a) SBS's values (collaboration and openness, professionalism and responsiveness, honesty, respect and fairness) are demonstrated both in the way that *MyCareer@SBS* is designed and implemented, and in the way that all Employees perform their work;
- (b) Employees' goals and plans are clearly linked to Corporate, Divisional, business and work area goals and plans;
- (c) Employees have a clear understanding of their roles and the standards expected of them;
- (d) there is regular dialogue between Employees and their supervisors about work, expectations and development aims;
- (e) high performance is acknowledged and rewarded;
- (f) areas of poor performance are addressed and improved; and
- (g) there is consistency across SBS in the way performance is planned, reviewed and acknowledged, and evaluated and rewarded.

2. Principles

The following principles underpin *MyCareer@SBS*:

- (a) All ongoing Employees and specified period and specified task Employees with twelve (12) months' or more continuous service are to be included in *MyCareer@SBS*. Specified period and specified task Employees with less than twelve (12) months' continuous service will participate in a simplified process which reviews their performance (see clause 7 of this Schedule for further details).
- (b) All Employees, supervisors and managers receive training and information in how to participate in and conduct *MyCareer@SBS* effectively.
- (c) an Employee's direct supervisor generally conducts *MyCareer@SBS* and, together with the Employee, ensures that it is completed in a timely manner.
- (d) *MyCareer@SBS* is a forum for two-way discussion, where expectations (goals and objectives) linked to the Employee's duty statement and SBS's goals and objectives are clarified and agreed; the Employee's development needs are identified; the resources required to achieve the expectations are identified; and these are (all) documented in a Work Expectations and Development Plan.
- (e) Employees are expected to implement their Work Expectations and Development Plan throughout the performance cycle and to seek support and help from their supervisor and/or manager on a timely basis as identified (and as needed). Supervisors and managers are expected to provide opportunities and assistance where required and/or necessary.
- (f) Meetings to monitor and track an Employee's progress against their Work Expectations and Development Plan occur regularly throughout the year, particularly at milestones identified in the Work Expectations and Development Plan, and are two-way discussions.

- (g) In monitoring and tracking meetings and during the end-of-year review, Employees can expect to give and receive factual feedback on what they actually did and achieved against their Work Expectations and Development Plan.
- (h) All meetings to develop the Work Expectations and Development Plan and the end-of-year review are planned, sit-down meetings with no interruptions and with sufficient time allocated to prepare and discuss the feedback together.
- (i) All Employees' performance is reviewed formally (Step 3) across SBS by a common deadline (see clause 3 of this Schedule).
- (j) Any performance issues that occur during the performance cycle are identified and addressed in a timely manner.
- (k) The provisions of the *Privacy Act 1988* apply to the recording, retention and use of all *MyCareer@SBS* documentation.

3. Performance Cycle

The performance cycle is the period during which an Employee's work, performance expectations and development is planned (Step 1), regular, two-way feedback is given (Step 2), and the Employee's performance is reviewed formally (Step 3) and evaluated (Step 4).

The performance cycle will be a twelve (12) month period, and all Employees across SBS will have their performance formally reviewed (Step 3) by a common deadline ("common review date"), provided that:

- (a) for a new Employee in their probationary period, the initial performance cycle will be the length of their probationary period (as determined by SBS under clause 4.2 of this Agreement) and clause 5 (Probation) of this Schedule will apply; and
- (b) for a new Employee who has successfully completed their probationary period, the performance cycle will be the period between their confirmation of employment and the common review date, and where there is a reward associated with their final evaluation, payment will be a pro-rata amount for the period from their commencement of employment until the common review date.

The common review date will be established by SBS and approved by the Managing Director.

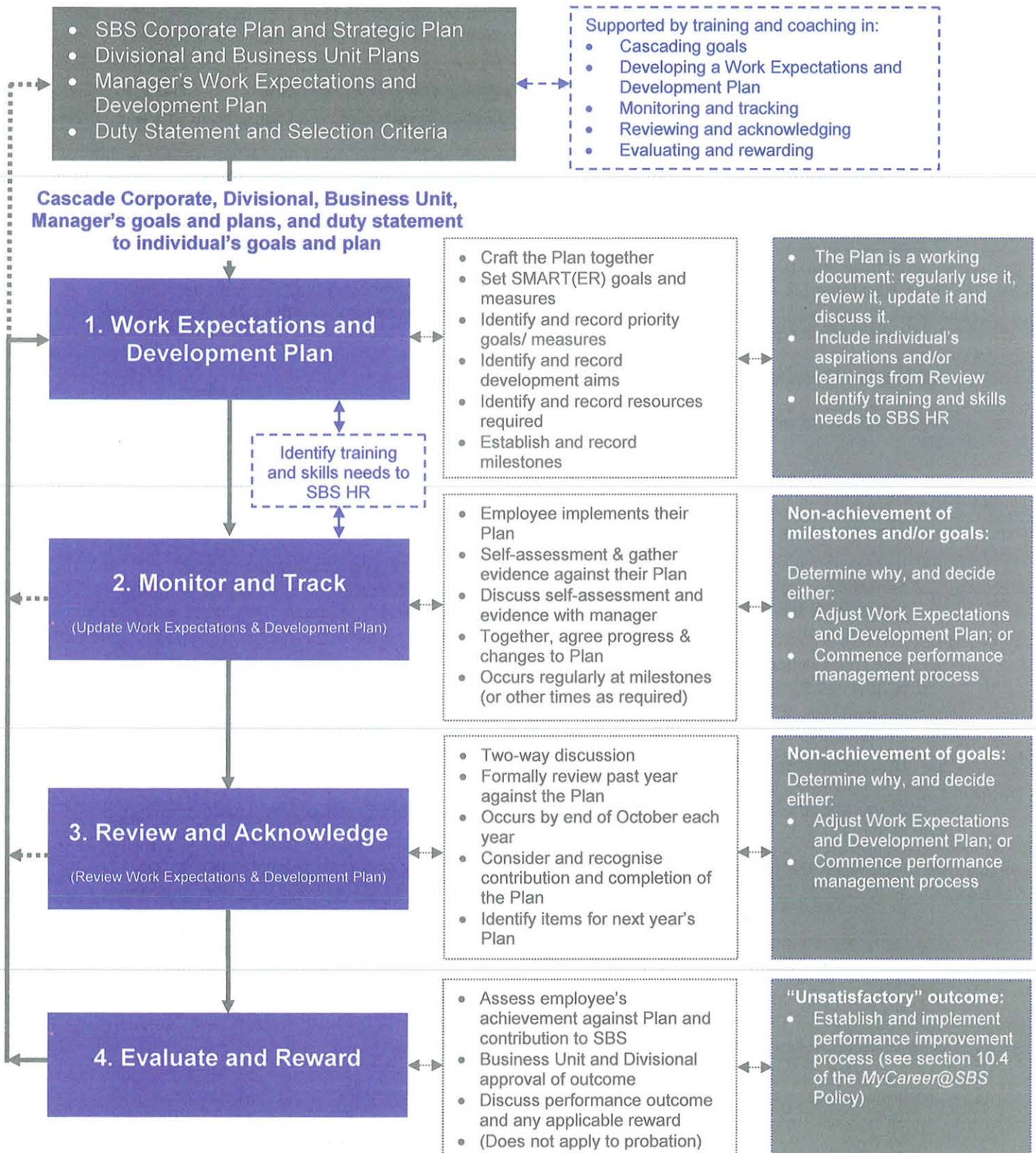
An Employee who will be on leave immediately prior to the common review date should be formally reviewed before commencing leave, or as otherwise agreed between SBS and the Employee.

All Employees across SBS will have their performance formally evaluated (Step 4) within one (1) month of the common review date. Where any reward results from the evaluation, it will be paid on the final pay day in the month following the common review date.

If a review is not completed within three (3) months of the payment date and the Employee has fully participated in the *MyCareer@SBS* process, the Employee's performance will be evaluated and deemed to "Exceed Standards". If an Employee is on a long period of leave and the review was not conducted before the Employee commenced that leave, the review may be delayed until their return from leave.

4. MyCareer@SBS Process

The following flowchart outlines the *MyCareer@SBS* process:



5. Probation

5.1. Assessing Performance

During an Employee's probationary period as determined by SBS under Part 3, clause 4 (Probation) of the Agreement, the Employee's performance will be assessed using the *MyCareer@SBS* process except that, for the duration of the probationary period:

- (a) step 4 (Evaluate and Reward) will not apply to a probationary Employee; and
- (b) any references to the "performance cycle" in this Schedule will mean "probationary period"; and
- (c) the timeframes for developing the Work Expectations and Development Plan (Step 1), monitoring and tracking progress (Step 2), and reviewing performance (Step 3) will be adjusted accordingly to reflect the length of the probation period.

During the probationary period, supervisors will monitor and track a probationary Employee's progress against their Plan (Step 2) on at least a monthly basis. Where the Employee's probationary period is more than three (3) months, progress discussions may occur at intervals other than monthly. The supervisor will also ensure the progress discussions are documented and the probationary Employee is provided with a copy.

5.2. Performance Issues

Where a problem with a probationary Employee's performance is identified, the supervisor or manager will:

- (a) advise the Employee that an underperformance issue/s needs to be addressed;
- (b) inform the Employee of the performance standards they are expected to achieve and the area/s of performance they need to improve;
- (c) provide an opportunity for the Employee to respond so that all relevant matters can be considered, including any possible changes to the performance standards expected and any requests by the Employee for training, coaching, re-arrangement of duties or changes to the work environment;
- (d) set a reasonable period over which the Employee's performance will be monitored and a date for review having regard to the length of the probationary period and (c) above; and
- (e) document (a) to (d) above and provide a copy to the probationary Employee.

5.3 Unsatisfactory Performance

If, after the above process has been implemented, the probationary Employee fails to demonstrate a satisfactory level of performance, SBS may:

- (a) extend the period of probation to the maximum probationary period originally notified to the Employee in accordance with clause 4.2 (Probation) of the Agreement and continue to review performance during this time; or
- (b) terminate their probationary employment in accordance with clause 4.7 of the Agreement.

6. Performance Outcomes and Rewards

6.1. Performance Outcomes

SBS will evaluate the performance of an Employee using the following definitions:

Outstanding:	Performance exceeded the position requirements in all key areas evaluated and was characterised by major, outstanding achievement.
Exceeds Standards:	Performance exceeded the position requirements in a key area or areas evaluated and was characterised by significant achievements.
Achieved Standards:	Employee's performance achieved the standards and position requirements expected during the performance cycle.
Needs Development:	Employee's performance met most but not all of the position standards and requirements expected during the performance cycle. Further development of skills is required. Additional coaching, training or more frequent reviews of performance may be necessary with the aim of achieving standards in the next <i>MyCareer@SBS</i> performance cycle.
Unsatisfactory:	Performance does not meet the position standards in one or more of the key areas evaluated. Significant improvement is required. A Performance Improvement Plan (see section 10.4 of the <i>MyCareer@SBS</i> Policy) will be developed with the aim of achieving and sustaining a satisfactory standard of work performance within the period covered by the Performance Improvement Plan. Where the performance fails to achieve standards within the period of the Performance Improvement Plan, SBS may terminate the employee's employment.

6.2. Reward for Performance

SBS will reward the performance of an Employee using the following:

Outstanding:	Employees whose performance is assessed as Outstanding will receive a performance payment from 2.5% to 5% of salary. Employees who are not at the top of the salary range will receive a performance payment comprising a salary increase of up to 2.5%, plus a bonus of any residual. Employees at the top of range will receive a bonus from 2.5 % to 5% of salary. In exceptional circumstances a Division Head may grant a salary increase beyond the top of the Employee's salary band.
Exceeds Standards:	Employees whose performance is assessed as Exceeds Standards will be eligible for performance payment of 2% of salary. If this increase takes them to the top of their salary band they will receive any residual performance payment as a bonus. Employees at the top of range will receive a bonus of 2% of salary.

6.3 Unsatisfactory Performance – Impact on Salary Increases

An Employee who receives an Unsatisfactory rating will not be entitled to be paid any salary increase in accordance with this Agreement until the employee has achieved and sustained a satisfactory level of work performance during the period covered by the Performance Improvement Plan. This applies as follows:

- (a) the salary increases set out in clause 12.5.1 will not apply from the date specified in that clause. Instead, if the Employee achieves and maintains a satisfactory level of work performance the applicable salary increase will be paid to the Employee effective from the next working day following the end of the period covered by the Performance Improvement Plan;
- (b) the minimum salary for an Employee who has been rated Unsatisfactory will remain unchanged and not increase in accordance with increases to the minimum salary for that classification in Schedule A, unless and until the Employee meets the criteria specified in (a) above, in which case the Employee's minimum salary will be adjusted.

For example, if an Employee in Band 1 and earning the minimum salary for Band 1 is rated Unsatisfactory for the performance year ending 31 October 2011, the Employee's minimum salary will remain at \$34,549 and will not increase to the new minimum salary of \$35,585 unless and until the Employee meets the criteria specified in (a) above.

7. Further Details

MyCareer@SBS Policy outlines further details about *MyCareer@SBS*, including (but not limited to):

- Step 1: Work Expectation and Development Plan
- Step 2: Monitor and track
- Step 3: Review and acknowledge
- Step 4: Evaluate and reward
- Performance Improvement Plan
- Simplified review for short-term Employees
- Learning and development activities
- Administration and documentation
- Privacy
- Overcoming difficulties.

SCHEDULE C - ADDITIONAL EMPLOYMENT CONDITIONS FOR JOURNALISTS

EXPENSES

- 1.1. An Employee shall be reimbursed out of pocket expenses reasonably incurred in the course of his/her employment which may include telephone costs, damage to personal effects and recording equipment maintenance. Wherever practicable, such expenses shall be approved in advance.
- 1.2. Employees engaged at Parliament during sittings of Parliament reporting proceedings or covering political rounds, shall be paid the following minimum expenses for all meals taken:
 - (a) Lunch - \$12.15;
 - (b) Dinner - \$12.15;
 - (c) An additional 27 cents when the work lasts until midnight;
 - (d) A further 27 cents when the work lasts after 4am;
 - (e) A further \$12.15 for breakfast if the work extends to 7am.
- 1.3. Where Employees are required to commence duty before their normal starting time or are engaged on work until after the normal ceasing time and the ordinary means of transport from or to an Employee's home are not available, Employees shall be provided with transport or allowed the cost of that transport.
- 1.4. An Employee shall be reimbursed cost of travel by long distance train incurred in the course of his/her employment subject to prior approval by SBS.

CADETS

- 2.1. A cadet means an Employee who is constantly or regularly in training for journalism and who has not become a classified Journalist.
- 2.2. The Higher School Certificate or its equivalent year twelve qualification shall normally be the minimum entry requirement for a cadetship. The employer shall have the right to appoint to cadetship a person without such qualification.
- 2.3. The rates of payment to cadets shall be as prescribed in Schedule A.
- 2.4. For all cadets apart from graduates, the period of cadetship shall not exceed three years provided that cadet training requirements are met.
- 2.5. For a cadet who commences a cadetship as a graduate of a tertiary course approved by SBS, the period of cadetship shall not exceed one year during which the cadet shall be paid at the rate for a cadet in the final year.
- 2.6. A cadet who, after twelve months or more employment, completes a tertiary course approved by SBS shall be advanced to the final year of the cadetship.
- 2.7. Cadets shall be instructed progressively throughout their cadetship in practical journalism as it operates within the department in which for the time being the cadet is employed and a responsible person shall supervise such training.
- 2.8. Cadets entering upon cadetships shall be made familiar with the activities of the departments in which for the time being they are employed so that they may have a full knowledge of the handling of news from its collection to its broadcast including:

- (a) Attendance at a series of lectures by senior journalists and/or other authorities on the theory and practice of journalism, such as lectures on the laws or practices currently in force in the State of publication on the subject of libel, contempt of Court, Parliamentary and Court privilege and also lectures on political or economic or other subjects of value to cadets, provided that, where cadets have the opportunity of undertaking a journalism course approved by the employer in a State where such a course is available, the lectures given in such a course shall be deemed to be the lectures for the purpose of this paragraph.
 - (b) Cadets shall learn typewriting and, if they wish, shorthand.
- 2.9. Cadets shall be given as wide a practical experience in reporting work as possible within the scope of the department. Cadets shall be given suitable opportunities to develop their skills in reporting and subediting. In the course of their training cadets shall accompany classified journalists on assignments to receive practical instruction.
- 2.10. A cadet shall be permitted by SBS to be absent during ordinary working hours for periods not exceeding a total of four hours in any week to attend lectures or classes or examinations approved by the employer. In addition, a cadet may, for periods not exceeding a total of six hours in any week, attend an Australian University for a course of the Diploma of Journalism or other course approved by SBS.

CLASSIFICATIONS – JOURNALISTS

3.1. Band 1 - cadets and Band 3 - level 1

Journalists classified in band one have completed the training requirements of a cadetship or possess equivalent skills and experience and are gaining experience in a wide range of practical areas and/or are undertaking additional training. They perform normal journalistic duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the experience of independent initiative and judgement and/or the exercise of more advanced skills. Beginning as a level 1 (Band 3) journalist they require decreasing supervision and exercise professional judgement and skills through the band.

3.2. Band 4 - level 2 & Band 5 – level 3

Journalists classified in levels 2 and 3 have obtained wide practical experience and are exercising advanced skills. They are capable of working independently and of exercising initiative and judgement on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

3.3. Band 7 - level 4

Journalists classified in level 4 exercise the highest level of skills and responsibility. Their duties require exercising of sustained high levels of professional, technical and creative skill, of mature and experienced judgement and outstanding levels of individual accomplishment.

SCHEDULE D – CLASSIFICATIONS – BROADCASTERS AND BROADCASTER / JOURNALISTS

1. BAND 3 - LEVEL 1

- 1.1.** Broadcasters classified in level 1 have acquired the necessary skills for entry to SBS broadcasting and are gaining experience in a wide range of practical areas and/or are undertaking additional training. They perform normal broadcasting duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgement and/or the exercise of more advanced skills. Beginning as level 1 broadcasters they require decreasing supervision and exercise greater professional judgement and skills through the band.

2. BAND 4 - LEVEL 2 AND BAND 5 – LEVEL 3

- 2.2.** Broadcasters classified in levels 2 and 3 have obtained wide practical experience and are exercising advanced skills. They are capable of working independently and of exercising initiative and judgement on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

