

# **RED BEE MEDIA AUSTRALIA UNION COLLECTIVE AGREEMENT 2007**

## **DRAFT**

### **Overview of main changes**

- 1. Comprehensive new 3 year agreement to replace expired 2002-04 Agreement and Award, incorporating provisions from both plus adding some new benefits.**
- 2. Updated wages to reflect base classification increases applied by ACC since expired agreement (including 3% increase from 1 July 2007), plus guaranteed future CPI increases from 1 July 2008 and 1 July 2009.**
- 3. New Grade 9 classification added.**
- 4. Makes clear that agreement overrides award conditions dealing with weekend/shift penalties, holidays, allowances, etc.**
- 5. Inclusion of updated / improved sick, compassionate and annual leave provisions to comply with new Australian Fair Pay and Conditions Standard e.g. compassionate leave now 2 days per occasion, instead of 3 days per year ; sick leave unlimited accrual, instead of for 8 years, etc.**
- 6. Inclusion of recent ACC policy change that increased maximum paid maternity leave to equivalent of 9 weeks at fulltime rates (to be taken over up to 18 weeks).**
- 7. Updated superannuation fund details.**
- 8. Insertion of provisions to identify public holidays.**
- 9. Inserted clause making it a requirement that no employee work more than 5 hours without taking a meal break.**
- 10. Acceptance of CPSU claim that redundancy pay be payable where an employee is terminated for 'operational reasons'.**
- 11. Added clause making it mandatory for the ACC to consult with employees and their union or other representatives on any proposed changes that could significantly impact on staff.**
- 12. Inclusion of detailed dispute settling procedure, including arbitration by the Australian Industrial Relations Commission where the parties agree.**
- 13. New marked clause inserted clarifying operation of proposed agreement to cover captioning activities.**

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# **PART 1 - APPLICATION AND OPERATION OF THIS AGREEMENT**

## **1. Parties Bound**

The parties bound by this Agreement are:

1.1. Red Bee Media Australia Pty Limited of Level 4, 187 Thomas Street, Haymarket, NSW, 2000 (A.C.N. 116 922 911); and

1.2. the Community and Public Sector Union of Level 5, 191-199 Thomas Street, Haymarket, NSW, 2000; and

1.3. Employees as defined.

## **2. Definitions**

For the purposes of this Agreement, the following definitions apply:

'AIRC' means the Australian Industrial Relations Commission.

'Captioning Activities' means the preparation and production of Captions.

'Captions' are the text and associated timecode, colouring and positioning information prepared to assist viewers with a hearing impairment.

'CPSU' means the Community and Public Sector Union.

'Employee/s' means an employee (including a videotape operator) primarily engaged in Captioning Activities but excludes –

- a managerial employee of any description, or
- an employee engaged primarily in clerical or sales activities, or
- a salaried employee within the Technical Department.

'Employer' means Red Bee Media Australia Pty Limited (A.C.N. 116 922 911).

'Union' means Community and Public Sector Union.

## **3. Duration of Agreement**

3.1. This Agreement will commence operation upon lodgement and will continue until 30 June 2010.

3.2. If changes arise during the life of this Agreement that necessitate changes to it, the parties shall confer and by agreement will vary the Agreement in accordance with the provisions of the Workplace Relations Act.

## 4. Exclusion of Protected Award Conditions

4.1. For the sake of clarity, this agreement expressly excludes all protected award conditions under Section 354 of the Workplace Relations Act (the 'Act') (as amended), including -

4.1.1. rest breaks;

4.1.2. incentive-based payments and bonuses;

4.1.3. annual leave loadings;

4.1.4. observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;

4.1.5. days to be substituted for, or a procedure for substituting, days referred to in paragraph 18.1.4;

4.1.6. monetary allowances for –

- expenses incurred in the course of employment; or
- responsibilities or skills that are not taken into account in rates of pay for employees; or
- disabilities associated with the performance of particular tasks or work in particular conditions or locations;

4.1.7. loadings for working overtime or for shift work;

4.1.8. penalty rates;

4.1.9. outworker conditions;

4.1.10. any other matter specified in the Regulations to the Act.

## PART 2 - WAGES AND RELATED MATTERS

### 5. Rates of Pay, Adjustments and Savings

5.1. The rates of pay in this structure will take effect from the first full pay period to commence on or after the dates shown

Grade	Pre-1/7/07 rate	1/7/07	12 months after date of commencement	24 months after date of commencement
	Full-time weekly rate			
		+3%	+ increase equal to inflation*	+ increase equal to inflation*
1	\$ 572.90	\$ 590.10		
2	\$ 630.40	\$ 649.30		
3	\$ 664.50	\$ 684.40		
4	\$ 699.00	\$ 720.00		
5	\$ 735.30	\$ 757.40		
6	\$ 771.70	\$ 794.90		
7	\$ 815.30	\$ 839.80		
8	\$ 848.00	\$ 873.40		
9		\$ 908.30		

\*Inflation is defined as the All Groups All Capitals CPI change, most recent year to date figures released by ABS as at the date of the applicable wage increase

5.2. The hourly rate is determined by dividing the weekly rate by either 38 or the lesser number of ordinary working hours as adopted by the employer.

5.3. The following table provides examples of work associated with the relevant grades under this agreement. Occasional performance of a particular function of a higher grade does not necessarily entitle an employee to be classified at that higher grade, but rather should be a major and substantial component of the employee's role.

Grade	Examples of level
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1	New trainee captioner
2	Captioner with limited skills or working under limited deadlines (including newly-qualified offline captioner) Specialist non-captioner
3	Multi-skilled captioner (including newly qualified offline editor) Multi-skilled specialist non-captioner
4	Multi-skilled captioner including editing skills, working to fast-turnaround deadlines (including experienced offline editor) Captioner working to absolute deadlines (including online captioner)
5	Multi-skilled captioner working to absolute deadlines Supervisor working to fast-turnaround deadlines (including offline shift leader trained as an editor)
6	Specialist captioner working at high productivity level Specialist captioner engaging in training new captioners

- 7 Specialist captioner working at a high productivity level Supervisor  
working to absolute deadlines (including online supervisor)
- 8 Multi-skilled supervisor working to absolute deadlines  
simultaneously on a range of programs
- 9 Multi-skilled captioner working at very high productivity level  
Multi-skilled supervisor working to absolute deadlines  
simultaneously on a range of programs at very high productivity  
level

5.4. Casual employees will receive a loading of 20 per cent in addition to the above classification rates.

5.5. No employee will suffer a reduction in total average remuneration solely as a result of the implementation of this Agreement.

5.6. In accordance with the previous clause, employees whose relevant base rate prior to the implementation of this Agreement was higher than their new base rate will have their higher base rate preserved until the difference has been absorbed by future wage increases.

5.7. Disputes over the grading of an employee shall be dealt with in accordance with the Dispute Settling Procedure of this agreement.

5.8. The employer may offset any payments (of any kind) made in excess of the rates of pay provided for in this clause against any and all wage entitlements arising under this agreement. For this purpose, the offset calculation may be applied across any 3 month pay period.

## **6. Payment of Wages**

6.1. Wages shall be paid in arrears, fortnightly on Wednesday, by direct bank transfer to an account nominated by the employee.

### **6.2. Recording of hours of work**

6.2.1. Each employee is responsible for maintaining an accurate fortnightly time sheet. The time sheet will include name, position, date and time of shifts worked, meal allowance and loading information. Applications for leave should be submitted and attached to the time sheet.

6.2.2. Failure to submit an accurate time sheet by the time required by the Employer may result in a delay to the payment of wages.

6.3. An employee may authorise the employer to pay part of his/her salary into the employer's approved childcare benefits scheme.

### **6.4. Salary sacrificing**

6.4.1. The employer may offer in writing to enter into a Salary Sacrifice Agreement whereby the employee agrees to prospectively receive certain benefits in lieu of and by way of foregoing a portion of the employee's salary (note - the portion may be up to 100% of salary, for example, if sacrificing into superannuation). The employee may agree in writing to accept that offer and, subject to the other provisions of this clause, the employer may pay the employee in accordance with the Salary Sacrifice Agreement.

6.4.2. The terms and conditions of any salary sacrifice shall not be less favourable than the overall salary entitlements otherwise available under this agreement.

6.4.3. The Salary Sacrifice Agreement shall not increase the total cost of employment.

6.4.4. The Salary Sacrifice Agreement:

- must be in writing and signed by both the employer and employee;
- shall detail the components of the total salary package for the purposes of this clause; and
- shall state the term of the agreement.

6.4.5. The employee is entitled to inspect details of payments and any other transactions made under the terms of their salary sacrificing agreement.

6.4.6. Should tax laws change so that the employee's net benefit is reduced, or the cost to the employer is increased from the Salary Sacrifice Agreement, the employee or employer will be permitted to terminate in writing the Salary Sacrifice Agreement.

6.4.7. Where the full amount allocated to a specific benefit has not been utilised it shall be paid as salary subject to the usual taxation requirements.

6.4.8. The total salary prior to salary sacrifice will count as salary for the purposes of redundancy, superannuation, salary related allowances, overtime calculations, shift or casual loadings.

6.4.9. If an employee takes leave without pay or is in receipt of workers' compensation the employee will not be entitled to any benefits during the period of leave or workers' compensation.

6.4.10. Any disagreement regarding this subclause will be resolved through the dispute resolution procedure under this agreement.

6.5. Employees performing tasks associated with more than one classification:

6.5.1. will be paid the rate applicable to the classification of work being performed at the time; but

6.5.2. will be paid for all shifts worked at the higher rate, if on average over the previous six months the employee performs more than 80% of their working time at the higher classification.

## 7. Shift and Other Penalty Payments;

7.1. Program production schedules require employees to perform shift work, including on weekends and public holidays, for which the following shift loadings for ordinary hours will apply:

Shift Pattern	Loading
Between 7am. - 6pm	Nil
6pm to Midnight	30%
Midnight to 7am	35%
Saturday	50%
Sunday	75%
Public Holidays	100%

7.2. The above loadings are not cumulative and the highest applicable loading only will be payable.

## 8. Allowances

### 8.1. Travel Allowance

Employees working at night at the Employer's client's premises shall receive a travel allowance based on the distance of the location (measured in a straight-line distance) from the central GPO as follows -

From commencement of agreement	within 5km of the central GPO	more than 5km from the central GPO
for each shift starting at or after 11.00 p.m. and at or before 6.00am	\$8.24	\$15.45
for each shift finishing at or after 11.00 p.m. and at or before 6.00 a.m.	\$8.24	\$15.45

### 8.2. Meal Allowance on Overtime

Employees required to work more than 2 hours of overtime and who were not notified the previous day will either be paid a meal allowance of \$13.39 per meal, or be supplied with a suitable meal.

### 8.3. First-aid Allowance

The employer shall pay a first-aid allowance of \$7.73 per week to designated, qualified first-aid officers appointed by the Employer from time-to-time.

#### 8.4 Increases to Allowances

For the purposes of this agreement only, the allowances in this clause will be increased by the same percentage amounts (i.e. equal to inflation) as are to be applied to rates of pay, at 12 and 24 months respectively after the commencement of this agreement.

## **PART 3 - EMPLOYMENT RELATIONSHIP**

### **9. Part-Time Employees**

9.1. A part-time employee is a person employed for less than the ordinary hours of work of an equivalent full-time employee and who has regular employment (either rostered or not rostered) on an on-going basis.

9.2. Part-time employees shall receive all relevant agreement entitlements on a pro rata basis.

### **10. Casual Employees**

10.1. A casual employee is a person employed on an intermittent and hourly basis without any on-going commitment from either party as to an on-going relationship.

10.2. Casual employees performing work listed in the classifications in clause **12** shall be paid an hourly rate based on the minimum rates of pay set out in clause **13**, ie the minimum weekly rate divided by 38 hours.

10.3. Casual employees will be engaged for a minimum of three hours.

10.4. Casual employees will not be entitled to any pro rata annual leave, sick leave, long service or compassionate leave.

### **11. Probation**

Employees shall serve a period of probation of two months, which may be extended up to six months at the employer's discretion.

### **12. Notice of Termination**

## 12.1. Notice of termination by employer

12.1.1. In order to terminate the employment of an employee the Employer must give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
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

12.1.2. In addition to the above notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

12.1.3. Payment in lieu of the above prescribed notice must be made if the appropriate notice period is not required to be worked. Provided that 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.

12.1.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

12.1.4.1. the employee's ordinary hours of work (even if not standard hours); and

12.1.4.2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

12.1.4.3. any other amounts payable under the employee's contract of employment.

12.1.5. The period of notice in this clause does not apply:

12.1.5.1. in the case of dismissal for serious misconduct;

12.1.5.2. to apprentices;

12.1.5.3. to employees engaged for a specific period of time or for a specific task or tasks;

12.1.5.4. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason,

limited to the duration of the agreement; or

12.1.5.5. to casual employees.

12.1.6. For the purposes of this clause, continuous service is work for the employer on a regular and systematic basis (including any period of authorised leave or absence).

## **12.2. Notice of termination by an employee**

12.2.1. The notice of termination required to be given by an employee is the same as that required of the employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

12.2.2. If an employee fails to give the required notice the Employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under **12.1.4.**

## **12.3. Job search entitlement**

Where the employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Employer.

## **12.4. Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause **13 - Redundancy**, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

# **13. Redundancy**

## **13.1. Definitions**

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

13.1.2. Operational reasons are reasons of an economic, technological, structural or similar nature relating to the employer's undertaking, establishment, service or business, or to a part of the employer's undertaking, establishment, service or business.

13.1.3. **Redundancy** occurs where the employer has made a definite decision that the Employer no longer wishes the job the employee has been doing done by

anyone (for example, for operational reasons) and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

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

13.3. **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 13.4. **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

#### 13.5. **Severance pay**

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

\* **Week's pay** is defined above.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the Employer had proceeded to the employee's normal retirement date.

### **13.6. Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause **9 - Notice of Termination**. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

### **13.7. Job search entitlement**

13.7.1. During the period of notice of termination given by the Employer in accordance with **12.1**, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

13.7.2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

13.7.3. The job search entitlements under this subclause apply in lieu of the provisions of **12.3**.

### **13.8. Transmission of business**

13.8.1. The provisions of this clause are not applicable where a business is transmitted from the employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

13.8.1.1. Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

13.8.1.2. Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

### **13.9. Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

## **PART 4 - HOURS OF WORK, SHIFTWORK AND OVERTIME**

### **14. Hours Of Work**

14.1. A full-time employee shall work a maximum average of 38 (or such lesser number as adopted by the employer) ordinary hours per week over a roster cycle.

14.2. A part-time employee shall work less than an average 38 (or such lesser number as adopted by the employer) ordinary hours per week over a roster cycle.

14.3. The ordinary hours of work shall not exceed eight hours per day, or ten hours per day by agreement with an individual employee, exclusive of meal breaks.

The minimum shift a weekly employee may be rostered will be 4 hours, except at the request of the employee and where agreed in writing with the Employer.

14.4. Employees may work a maximum average of five days per week over the roster cycle. Employees shall not be required to work more than six consecutive days at ordinary rates without their consent. Employees rostered six days consecutively shall than be rostered off for the next two days except with the

employee's consent or at the employee's instigation.

- 14.5. Split shifts, where breaks are longer than the prescribed meal break, shall only be worked by agreement with the employee.

#### **14.6. Meal Breaks**

No employee shall be required by the employer to work more than 5 hours without a meal break.

#### **14.7. Rest breaks**

No employee shall be required to work on a visual display terminal for more than two hours without a break. Each employee is entitled to a ten-minute break in respect of each such two-hour period worked. (This time shall count as time worked).

#### **14.8. Ten hour break**

An employee is entitled, if he or she chooses, to a minimum period of ten hours break between the finish of work on one day and the start of work on the next day.

### **15. Overtime**

- 15.1. All time worked outside of the limits provided in clause 14 shall be paid as overtime.

- 15.2. Overtime will be paid at the rate of time and one half for the first two hours and double time thereafter. When calculating overtime each day shall stand alone, except where overtime commenced on one day continues uninterrupted (with the exception of meal periods) into the next day.

- 15.3. Overtime on a Sunday will be double time for all hours worked.

- 15.4. Overtime on a Public Holiday will be double time and one half for all hours worked.

- 15.5. Subject to the next subclause, the employer may require an employee to work reasonable overtime at overtime rates.

- 15.6. 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:

- 15.6.1. any risk to employee health and safety;
- 15.6.2. the employee's personal circumstances including any family responsibilities;
- 15.6.3. the needs of the workplace or enterprise;
- 15.6.4. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 15.6.5. any other relevant matter.

- 15.7. Overtime rostering will be mutually agreed where possible.
- 15.8. Overtime shall only be payable where worked according to the specific instructions of the Employer.

## **16. Rosters**

- 16.1. Rosters shall be made available at least seven days before they come into operation (or such lesser period as may be agreed with an employee), provided that they may require alteration at short notice in cases of unforeseen circumstances over which the employer has no control. Where less than 48 hours notice of cancellation of shift is given by the employer, the employer shall offer alternative work to the same number of hours.
- 16.2. Employees shall be allowed to change shifts, subject to approval of the employer and provided that such changes do not cause any undue workload for other employees, necessitate the working of overtime or cause deadlines not to be met.
- 16.3. Employees whose rostered day off falls on a public holiday and whose number of shifts average five per week over a roster period, be they full-time or part-time, will receive an additional day off at ordinary rates. This additional day off must fall within the same or next roster cycle as the public holiday. If an employee is unable to take this day off within the same or next roster cycle, one day's wages at ordinary rates will automatically be paid to the employee.

## **17. Public Holidays; Weekend Work - Seven Day Shiftworker Provisions**

- 17.1. Public holidays are those listed under the Workplace Relations Act.
- 17.2. Employees whose ordinary hours include Sunday shifts are entitled to the following additional annual leave:
- 17.2.1. after working seven Sundays in a twelve-month period half a week of annual leave,
- 17.2.2. after working fourteen or more Sundays in a twelve-month period one week of annual leave in lieu of the preceding clause.

## **PART 5 - LEAVE OF ABSENCE**

### **18. Annual Leave**

- 18.1. Each full-time employee will be entitled to twenty days annual leave per year which accrues in accordance with the Workplace Relations Act. Part-time

employees will receive annual leave calculated on a pro-rata basis. Annual leave entitlements must be taken by the employee within a reasonable period of accrual of the entitlement. Where the employee has an extensive accumulation, the employer may direct the employee to take a period of leave under the Workplace Relations Act.

- 18.2. A loading of 17.5% will apply to all annual leave taken and to annual leave paid out on termination.
- 18.3. If the employer closes down operations between Christmas and New Year all employees may be required to take annual leave for this period.
- 18.4. The employer will have the right to schedule annual leave to ensure the ongoing viability of the business.
- 18.5. Unless the employee has been given written approval to accrue such leave, the employer may direct an employee to take annual leave where the employee has a large accumulated annual leave balance (i.e. in excess of 1/13 of the number of nominal hours that the employee has worked over a two year period). The amount of annual leave that the employee can be directed to take is up to 25% of the amount of credited annual leave of the employee at the time that the direction is given.

## **19. Compassionate Leave**

- 19.1. The employer will grant Compassionate Leave to employees (other than casuals) in accordance with the Workplace Relations Act. This includes the right to take up to 2 days per occasion when a member of the employee's immediate family or a household member contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.
- 19.2. The employee must give the employer any evidence that the employer reasonably requires of the illness, injury or death.

## **20. Parental Leave**

- 20.1. The employer will grant Parental Leave in accordance with the Workplace Relations Act.
- 20.2. The Act guarantees all eligible employees an entitlement to the following three types of unpaid parental leave of up to 12 months –
  - maternity leave (which may be ordinary or special maternity leave);
  - paternity leave, and
  - adoption leave.
- 20.3. A period of parental leave does not break an employee's continuity of service but it does not count as service.

20.4. The provisions of this clause apply to full-time and regular part-time employees, and eligible casual employees. An eligible casual employee means a casual employee:

- employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months; and
- who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

#### 20.5. **Paid Parental Leave**

Employees receiving parental leave will be entitled to elect to take up to a maximum of 12 weeks of the parental leave at half their ordinary base rate of pay. An employee falling pregnant and consequently taking maternity leave may instead take up to 18 weeks at half pay, or up to 9 weeks paid leave at full-time rates if desired. Where an employee's base rate of pay or ordinary hours of work vary from week to week, the employee will receive their average ordinary base rate over the preceding 3 month period.

### **21. Personal Leave (i.e. Sick / Carers Leave)**

21.1. Employees will be entitled to Personal Leave in accordance with the Workplace Relations Act, comprising ten days sick leave per year which accrues pro rata on a 4 weekly basis.

21.2. The employer is entitled to require that a medical certificate be produced where application is made for a period of sick leave in excess of two consecutive days.

21.3. Unused sick leave to a maximum of ten days in any year will be made available for the purposes of carer's leave for employees who find it necessary to be absent from work in the event of illness of a dependent member of the employee's household, or at the discretion of the employer in the event of a domestic or other emergency. In the event of illness, the carer's leave will be treated as if due to the employee's own illness and is subject to the proof requirements of the Act.

21.4. Upon written notification by the employer to an individual employee, that employee will be required to provide a medical certificate for any sick leave absences in the following 12 months.

### **22. Unpaid leave**

Employees may apply for and where the employer agrees, be granted unpaid leave of up to 12 months. Where the period of leave exceeds 4 weeks, service related entitlements (including without limitation sick, long service, annual and other forms of leave) will be frozen and their accrual will recommence upon the employee's return to work.

## **23. [Moved to 20.5]**

# **PART 6 - SUPERANNUATION**

## **24. Superannuation**

24.1. The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

### **24.2. Employer contributions**

24.2.1. The employer shall contribute the Guarantee amount to a superannuation fund determined by the employer. The employer may also permit employee Choice of Funds at its election.

24.2.2. Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of eligible employment with the employer notwithstanding the date the membership application to the fund was forwarded to the Fund.

24.2.3. The amount of contributions to the fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.

24.2.4. The contributions required herein shall be made to the Fund as specified in the manner and at the times specified by the terms of the Fund or any agreement between the employer and the trustees of the Fund.

### **24.3. Membership applications:**

24.3.1. The employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.

24.3.2. Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund within four weeks of commencement of employment.

### **24.4. Employee contributions**

24.4.1. An employee may make contributions to the Fund as specified in addition to those made by the employer.

- 24.4.2. An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- 24.4.3. The employer when it receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within fourteen days of receipt of the authorisation.
- 24.4.4. An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen days of receipt of the authorisation.
- 24.4.5. Additional employee contributions to the fund requested under this subclause shall be expressed in whole dollars.

## **PART 7 - DISPUTE RESOLUTION; SIGNATURES**

### **25. Dispute Settling Procedures**

- 25.1. The Union undertakes to discuss promptly with management any issue likely to lead to an industrial dispute involving union members.
- 25.2. The Employer undertakes to provide to employees and, where they choose, their representatives which may include their Union, as early as possible, information on any proposal that would impact significantly or adversely on employees.
- 25.3. Where disagreement arises over any matter contained in this Agreement, or over the Agreement's implementation or any other industrial matter, the following procedures will apply:
- 25.3.1. in the event that any matter arises concerning an individual or group of employees, discussion will be held between that employee or group of employees and the relevant Manager or Supervisor;
- 25.3.2. if the matter is not resolved the local Union representative/s or other employee representative will discuss the matter with the relevant Manager or Supervisor;
- 25.3.3. if the matter is still not resolved, it will proceed to discussions between the local Union representative/s or other employee representative, a full time Union official (at the Union's discretion) where the employee is a union member and the employee agrees, and senior management;
- 25.3.4. If the matter is not resolved when the above steps have been taken, either party to the dispute may elect to refer the matter to the AIRC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved and the parties agree, by arbitration. If arbitration is

necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

25.3.5. Without prejudice to either party, work will continue in accordance with this Agreement while the matters in dispute are being dealt with in accordance with this clause.

## 26. Signatures

By signing below, the parties bound by the Agreement signify their agreement to its terms and conditions.

Signed for and on behalf of the parties to this Agreement -  
Red Bee Media Australia Pty Limited

.....Signature

.....  
Name

Signed this            day of            2007.

Community and Public Sector Union

.....  
Signature

.....  
Name

Signed this            day of            2007.