

**SOUTHERN CROSS TEN (Northern NSW) CPSU & MEAA COLLECTIVE
AGREEMENT 2006 - 2009**

Between

**Northern Rivers Television Pty Ltd. ACN 062 851 629
("Southern Cross Ten")**

and

**COMMUNITY AND PUBLIC SECTOR UNION
("CPSU")**

**MEDIA ENTERTAINMENT AND ARTS ALLIANCE
("The Alliance")**

SOUTHERN CROSS TEN (Northern NSW) CPSU & MEAA COLLECTIVE AGREEMENT 2006 - 2009

PART A - OPERATION OF AGREEMENT

1. TITLE

This Agreement is called the *Southern Cross Ten (Northern NSW) CPSU & MEAA Collective Agreement 2006-2009*.

2. ARRANGEMENT

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Subject to CPSU and MEAA member and staff vote.

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3. DEFINITIONS

"Alliance" means the Media, Entertainment and Arts Alliance.

"Award" means the TVI Award, or Clerical Award as appropriate to the employee.

"Clerical Award" means the Clerical and Administrative Employees Consolidated (State) Award NSW.

"Company" means Northern Rivers Television Pty Ltd ACN 062 851 629

"CPI" means the percentage increase in the Consumer Price Index for All Groups, Sydney as published by the Australian Bureau of Statistics (or any successor organisation) at the 30 June 2006; 30 June 2007 and 30 June 2008..

"CPSU" means the Community and Public Sector Union

"Employee" means an employee covered by the Scope of this Agreement.

"Family" means any person dependent on an employee for care and support including but not limited to: blood relations, spouse, defacto spouse, former spouse, household members, adopted child, step child, ex-nuptial children, traditional kinship, without discrimination in interpretation as to race, culture or sexual preference.

"Personal Margin" means an ongoing over agreement payment. Personal Margins shall count as pay for all purposes.

"TVI Award" means the Television Industry Award 2000.

"Total pay rate" means the base rate of pay plus any personal margin.

4. PERIOD OF AGREEMENT

This Agreement will commence on lodgement with the Office of the Employment Advocate and shall remain in force until 30 June 2009..

5. PARTIES BOUND

This Agreement will bind;

- the Company; and
- the CPSU; and
- the Alliance; and
- all employees

6. SCOPE

This Agreement shall apply to all employees of the Company other than managers, and sales representatives, journalists and news presenters covered under individual contracts.

The provisions of the Television Industry Award 2000 and the Clerical and Administrative Employees Consolidated (State) Award NSW attached in Schedule B are incorporated as terms of this Agreement. The terms of these awards have been amended as necessary to ensure matters that may constitute prohibited content are removed. For the avoidance of doubt, any terms of these Awards not attached are not incorporated into this agreement and are excluded from this agreement.

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For the avoidance of doubt, this Agreement incorporates only those terms of the Awards attached that are in operation immediately before this Agreement is made, provided that any term of the Award that contains matters that are prohibited content under the *Workplace Relations Act 1996*, and regulations made under that Act, or which does not pertain to the relationship between Southern Cross Broadcasting and its staff, is excluded from this Agreement by the operation of this clause.

Where there is any inconsistency between Schedule B of this Agreement and the rest of the terms of this Agreement, the terms of the Agreement (as set out in Parts A to E and Schedule A) shall take precedence over the terms of Schedule B to the extent of any inconsistency.

7. CHANGED CIRCUMSTANCES

To maintain the integrity of this Agreement, should, during the life of this Agreement, legislative or other significant change arise which affects employees' real level of remuneration or conditions of employment, the parties agree to confer on any appropriate variations to the Agreement to ensure that the objectives and intent of the Agreement continue to be achieved and that the real value of employees' entitlements are maintained.

PART B - REMUNERATION AND CLASSIFICATION

8. PAY INCREASES

8.1 Pay Increases

The following pay increases apply to all employees, including employees on salary arrangements:

8.1.1 A pay increase of 2.7% will be paid by the Company on lodgement of the Agreement retrospective to 1 July 2006.

The resulting minimum rates of pay are set out in Column 2 of **Clause 9**.

8.1.2 A further pay increase will be paid effective from 1 July 2007. This increase will be based on the percentage movement in the CPI for Sydney from the March 2006 Quarter to the March 2007 Quarter, with the Company contributing an extra 0.2%.

8.1.3 A further pay increase will be paid effective from 1 July 2008. This increase will be based on the percentage movement in the CPI for Sydney from the March 2007 Quarter to the March 2008 Quarter

8.2 Pay Increases Not Absorbable

These pay increases are 'real' increases to an employees' total rate of pay including any personal margins.

8.3 Safety Net Adjustments

8.3.1 Other than as specified in this clause the wage increases specified in this agreement are inclusive of any safety net adjustments, minimum pay rates or national wage increases. Such increases will not be passed onto employees under this agreement other than in accordance with clause 8.3.2 below.

8.3.2 The parties note that the Australian Fair Pay Commission adjusts minimum pay rates set out in the Australian Pay and Classification Scales (APCS) from time to time. In the event that any pay point set out in Clause 8.1.1, 8.1.2 or 8.1.3 of this agreement as appropriate at that time is below the relevant minimum pay rate set out in the APCS, the employer commits to adjust the pay levels for employees on that pay point to the relevant APCS minimum pay rate. For the avoidance of doubt, an employee covered by this agreement shall at all times be paid no less than the higher of the relevant rate specified in Clause 8 or the relevant APCS minimum pay rate.

9. MINIMUM RATES OF PAY

An employee will be paid no less than the following minimum rates of pay.

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Relativity	Award Classification	Number	EBA		
			EBA minimum 1/7/05 plus higher of 2.2% or \$17	EBA minimum 1/7/06 plus CPI 2.7%	EBA minimum 1/7/07 includes CPI 2.2% + 0.2% = 2.4% increase
(1) Technician					
160.00%	Supervising Technician A	1.1	\$839.37	\$862.03	\$882.72
150.00%	Supervising Technician A	1.2	\$797.46	\$818.99	\$838.64
142.50%	Supervising Technician B	1.3	\$765.69	\$786.36	\$805.24
130.00%	Senior Technician A	1.4	\$710.45	\$729.63	\$747.14
120.00%	Senior Technician B	1.5	\$667.05	\$685.06	\$701.50
115.00%	Technician A	1.6	\$642.24	\$659.58	\$675.41
110.00%	Technician A	1.7	\$625.75	\$642.65	\$658.07
105.00%	Technician B	1.8	\$604.11	\$620.42	\$635.31
100.00%	Technician B Assistant / Trainee	1.9	\$582.37	\$598.09	\$612.45
92.40%	Technician	1.1	\$547.31	\$562.09	\$575.58
(2) Audio					
140.00%	Supervisor Audio	2.1	\$753.91	\$774.27	\$792.85
130.00%	Senior Audio Director A	2.2	\$710.45	\$729.63	\$747.14
120.00%	Senior Audio Director B	2.3	\$667.05	\$685.06	\$701.50
115.00%	Audio Operator A / Audio Director	2.4	\$642.24	\$659.58	\$675.41
110.00%	Audio Operator A	2.5	\$625.75	\$642.65	\$658.07
105.00%	Audio Operator B	2.6	\$604.11	\$620.42	\$635.31
100.00%	Audio Operator B	2.7	\$582.37	\$598.09	\$612.45
92.40%	Trainee Audio Operator	2.8	\$547.31	\$562.09	\$575.58
(6) On-Air Presentation					
140.00%	Supervising Presentation Co-ordinator	6.1	\$753.91	\$774.27	\$792.85
125.00%	Presentation Co-ordinator	6.2	\$688.79	\$707.39	\$724.36
105.00%	Assistant Presentation Co-ordinator	6.3	\$604.11	\$620.42	\$635.31
92.40%	Trainee Presentation Co-ordinator	6.4	\$547.31	\$562.09	\$575.58
(7) Videotape					
142.50%	Videotape Supervisor / Post Production Specialist	7.1	\$765.69	\$786.36	\$805.24
130.00%	Post Production Editor A "Major Productions"	7.2	\$710.45	\$729.63	\$747.14
120.00%	Senior Production Videotape Operator / Post Production Editor B	7.3	\$667.05	\$685.06	\$701.50
115.00%	Editor A	7.4	\$642.24	\$659.58	\$675.41
110.00%	Production Videotape Operator A / Editor B	7.5	\$625.75	\$642.65	\$658.07

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	Production Videotape				
105.00%	Operator B	7.6	\$604.11	\$620.42	\$635.31
100.00%	Videotape Operator	7.7	\$582.37	\$598.09	\$612.45
92.40%	Trainee Videotape Operator	7.8	\$577.31	\$592.90	\$607.13

(8) Library

	Music/Video Library				
120.00%	supervisor	8.1	\$667.05	\$685.06	\$701.50
105.00%	Music/Video Librarian	8.2	\$603.67	\$619.97	\$634.85
92.40%	Trainee Music/Video Librarian	8.3	\$547.31	\$562.09	\$575.58

(9) Camera

140.00%	Supervisor Camera	9.1	\$753.91	\$774.27	\$792.85
130.00%	Senior Camera Operator A	9.2	\$710.56	\$729.75	\$747.26
120.00%	Senior Camera Operator B	9.3	\$667.05	\$685.06	\$701.50
110.00%	Camera Operator A	9.4	\$625.75	\$642.65	\$658.07
100.00%	Camera Operator B	9.5	\$582.37	\$598.09	\$612.45
92.40%	Trainee Camera Operator	9.6	\$547.31	\$562.09	\$575.58

(10) ENG Camera

160.00%	Supervising ENG Camera Operator	10.1	\$839.66	\$862.34	\$883.03
150.00%	Specialist ENG Camera Operator	10.2	\$797.46	\$818.99	\$838.64
135.00%	Senior ENG Camera Operator	10.3	\$732.17	\$751.94	\$769.99
127.50%	ENG Camera Operator A	10.4	\$699.71	\$718.60	\$735.85
115.00%	ENG Camera Operator B	10.5	\$645.41	\$662.84	\$678.74
110.00%	Senior ENG Camera Assistant	10.6	\$625.75	\$642.65	\$658.07
105.00%	ENG Camera Assistant	10.7	\$604.11	\$620.42	\$635.31
92.40%	Trainee ENG Camera	10.8	\$547.31	\$562.09	\$575.58

(11) Graphic Art

140.00%	Supervising Graphic Artist	11.1	\$753.91	\$774.27	\$792.85
115.00%	Senior/Specialist Graphic Artist	11.2	\$645.41	\$662.84	\$678.74
105.00%	Graphic Artist	11.3	\$604.11	\$620.42	\$635.31
92.40%	Trainee Graphic Artist	11.4	\$547.31	\$562.09	\$575.58

(12) Director

160.00%	Supervising Director	12.1	\$839.66	\$862.34	\$883.03
142.50%	Director "Major Productions" / Specialist	12.2	\$765.77	\$786.45	\$805.32
135.00%	Senior Director	12.3	\$732.17	\$751.94	\$769.99
120.00%	Director	12.4	\$667.05	\$685.06	\$701.50
115.00%	Trainee Director	12.5	\$645.41	\$662.84	\$678.74

(13) Producer/Director's Assistants / VCG Operators

115.00%	Producer/Director's Assistant / VCG Operator "Major Productions"		\$626.41	\$643.32	\$658.76
100.00%	Producer/Director's Assistant / VCG Operator		\$584.99	\$600.78	\$615.20

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	Trainee Producer/Director's Assistant / Trainee VCG Operator		\$541.52	\$556.14	\$569.49
	(15) Make-up and Hairdresser				
	Make-up Supervisor / Hairdresser Supervisor	15.1	\$642.24	\$659.58	\$675.41
115.00%	Senior Make-up Artist	15.2	\$625.75	\$642.65	\$658.07
110.00%	Hair and Make-up Artist	15.3	\$627.40	\$644.34	\$659.80
105.00%	Hair or Make-up Artist	15.4	\$603.99	\$620.30	\$635.18
100.00%	Assistant Hair or Make-up Artist				
92.40%	15.5	\$539.71	\$554.28	\$567.58	
	(16) Carpenter				
115.00%	Senior Carpenter	16.1	\$645.41	\$662.84	\$678.74
	Carpenter Trade Level - Television	16.2	\$604.11	\$620.42	\$635.31
105.00%	Carpenter - Trade Level	16.3	\$582.37	\$598.09	\$612.45
100.00%	Carpenters Assistant	16.4	\$547.31	\$562.09	\$575.58
92.40%					
	Producers				
145.00%	Senior Producer		\$777.63	\$798.63	\$817.79
	Solus Production/Videotape Operator				\$800.00
130.00%	Producer		\$710.53	\$729.71	\$747.23
120.00%	Trainee Producer		\$648.05	\$665.55	\$681.52
	Assistant Producer (inexperienced)		\$625.75	\$642.65	\$658.07
110.00%					
	Traffic				
125.00%	Traffic Supervisor		\$669.79	\$687.87	\$704.38
105.00%	Traffic Operator A		\$585.11	\$600.91	\$615.33
100.00%	Traffic Operator B		\$563.37	\$578.58	\$592.47
92.00%	Trainee Traffic Operator		\$506.57	\$520.25	\$532.73
	Clerks				
125.00%	Clerk grade 5		\$688.79	\$707.39	\$724.36
110.00%	Clerk grade 4		\$625.75	\$642.65	\$662.65
100.00%	Clerk grade 3		\$582.37	\$598.20	\$618.20
92.40%	Clerk grade2		\$547.31	\$564.50	\$584.50
87.40%	Clerk grade1		\$525.57	\$543.60	\$563.60
	Juniors				
90.00%	20 years of age		\$524.13	\$538.28	\$551.20
75.00%	19 years of age		\$436.78	\$448.57	\$459.34
65.00%	18 years of age		\$378.54	\$388.76	\$398.09
55.00%	17 years of age		\$320.30	\$328.95	\$336.85
45.00%	16 years of age		\$262.07	\$269.14	\$275.60
	Trade Apprentice				
	Year 1				\$264.10
	Year 2				\$363.12
	Year 3				\$495.17

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Year 4

\$594.20

10. JUNIORS

Junior rates of pay will not apply to employees under 21 years of age who carry out their work without direct supervision or to employees under 21 years of age with three or more years experience in a television station.

11. CLASSIFICATION AND PERSONAL MARGINS

Employees will be classified and paid according to the highest function they perform under the classification descriptions as set out in **Schedule A**.

Employees who at the time of lodgement of this Agreement are in receipt of a personal margin shall continue to receive those payments. The amounts of such payments shall be adjusted in accordance with **Clause 8** of this Agreement. However where an employee's personal margin is 10% or higher, the increases in clause 8 are subject to a satisfactory performance assessment. Any disagreements over the outcome will be handled through the Dispute Settlement Procedure at clause 41.

Where an employee's job is reclassified, their existing margin will not apply to the new classification.

12. PAYMENT OF WAGES

The payment of wages will be at fortnightly intervals during the period of the Agreement. If the company wishes to change the day the wages appear in an employees bank account all affected employees will be given at least 4 weeks written notice.

Time Cards, once submitted by employees, will be altered only by the relevant supervisor/manager. Where the alteration would be to the disadvantage of the employee, no change will be made until the employee concerned has been consulted by the relevant supervisor/manager.

13. SUPERANNUATION

13.1 Salary Sacrifice

An employee may elect to salary sacrifice part of their gross pay to increase the Company superannuation contribution, provided the Company contribution is within the limits of age based tax deductibility. The salary sacrifice will be deemed to be part of an employee's minimum pay as per **Clause 8**. The salary sacrifice shall not in any way reduce an employee's entitlements in their Award, this Agreement or legislation. This provision will not in any way alter the contribution required by the Company which shall be made under the provisions required by the Superannuation Guarantee Act 1992 (Commonwealth) & Superannuation Guarantee Charge Act 1992 (Commonwealth) or the Awards, which ever is greater.

13.2 Superannuation Fund

Employees will have the option of directing the Company superannuation contributions to the Company Superannuation Plan, TVI and Journalists' Award Funds, or any other fund agreed by the parties which complies with the Superannuation Guarantee Administration Act 1992 (Commonwealth) & Superannuation Guarantee Charge Act 1992 (Commonwealth). The parties agree where contributions required to be made by the Company shall not be less than those specified under the provisions of the Superannuation Guarantee Administration Act 1992 (Commonwealth) and the Superannuation Guarantee Charge Act 1992 (Commonwealth) or the relevant Awards, as amended from time to time, which ever is the greater..

14. SALARY LOADING

Where agreed between an employee and the Company, an employee may elect to be paid a salary loading of 25% on their pay. The salary loading shall be paid in lieu of 10 hours overtime per fortnight, all other conditions in the Award, this Agreement and Legislation shall apply. Such an agreement shall be in writing.

The salary loading shall be in addition to the pay increases and minimum pay rates in **Clause 8** and **Clause 9**.

PART C - FAMILY CARE, LEAVE AND HOLIDAYS

15. PERSONAL LEAVE

15.1 Personal Leave Credits

An employee will be credited with 15 days paid personal leave upon appointment (accruing on a pro rata basis) and a further 15 days for each year thereafter. Personal leave not taken will accrue to a maximum of 12 years service.

15.2 Use of Personal Leave

An employee may use paid personal leave for;

- (a) Personal illness or injury.
- (b) Bereavement on the death of a family member. Maximum 3 days on each occasion and such maximum number shall be reduced by the number of days of Compassionate leave taken (if any) in relation to that family member's death under clause 15.3.
- (c) Care for family member's illness or injury and household emergencies including short term childcare (maximum 5 days per annum). Should the family or household member contract a life threatening illness then the employee would be entitled to Compassionate leave under Clause 15.3.

On a case by case basis, the Company may approve additional use of personal leave in appropriate circumstances.

15.3 Compassionate Leave

An employee is entitled to be paid compassionate leave in accordance with the Australian Fair Pay & Conditions standard, which is 2 days paid compassionate leave for each occasion when an immediate family or household member contracts an illness or injury that poses a serious threat to life or dies, subject to the provisions of Clause 15.2 and this clause.

Compassionate leave is a separate entitlement to carer's leave and may not be used as or in place of carer's leave. Compassionate leave is in addition to carer's leave granted under Clause 15.2(c). There is no requirement for an employee to exhaust any personal leave credits before being granted Compassionate Leave.

Where an employee has exhausted their Personal Leave entitlements, the employee would continue to be entitled to 2 days paid compassionate leave for each occasion when an immediate family or household member contracts an illness or injury that poses a serious threat to life or dies.

15.4 Evidence

An employee shall provide the Company with a medical certificate, statutory declaration or other satisfactory evidence for absences greater than 2 days. Provided that where the Company reasonably considers that an employee's attendance record is unsatisfactory, the Company may require an employee provide satisfactory evidence for any day on which personal leave is taken.

16. PARENTAL LEAVE AND PART TIME WORK

16.1 Parental Leave

An employee may take up to 52 weeks unpaid Parental Leave for the birth or fostering of a child in accordance with the Workplace Relations Act 1996.

16.2 Return to Part Time Work

A full-time employee returning from parental leave may request to return to part-time employment or different hours for a period of up to 12 months. The Company will try and accommodate such requests however it reserves the right to only offer full-time employment on return from parental leave due to operational reasons. In all other respects the return to work from Parental Leave shall be in accordance with the Workplace Relations Act 1996.

17. LONG SERVICE LEAVE

There will be no reduction in the level or value of long service leave entitlement during the life of this agreement. The Company shall at all times provide at least the minimum statutory entitlement, in accordance with the relevant *Long Service Leave Act of New South Wales*.

18. COMMUNITY LEAVE

The Company shall provide leave of absence for an employee to participate in essential community services, such as;

- Australian Defence Force Requirements
- States Emergency Services
- Bushfire Services
- Blood Donation
- Jury Duty

The provision of leave shall be subject to operational requirements provided that no reasonable requests shall be refused.

Leave of absence during ordinary hours shall be paid leave, provided that where the employee receives a benefit for such community service, the Company shall pay the difference between the benefit and ordinary pay.

19. ANNUAL LEAVE

An employee once sent on leave shall not be recalled for duty, except for an extreme emergency and with the employees genuine consent. The Company will accept with good grace an employee's decision to decline to be recalled from leave.

Time worked while on leave will entitle an employee to an additional two (2) days leave added back to an employee's annual leave for each day worked while on leave.

The Company and employees shall give at least two (2) months clear notice of the date of commencement of leave unless otherwise mutually arranged between the Company and employees.

When two (2) months or greater of intended leave notification is given in writing by an employee, the Company shall respond in writing within five (5) working days.

Approved recreation leave shall not be altered by the Company without the employee's consent within the two (2) months period prior to the leave.

20. PUBLIC HOLIDAYS

20.1 Absent on a Public Holiday

A Public Holiday will be treated as a paid leave of absence on a normal rostered day. Normal rostered hours will be debited from the weekly roster. A minimum of 7.6 hours shall be debited.

20.2 Working a Public Holiday

Where an employee works on a Public Holiday the employee shall be paid for 7.6 hours at ordinary time. An additional penalty of 150% (ie Award penalty of double time and a half) per hour for a minimum of 4 hours, shall apply to hours worked on that day only. Rostered hours will be debited a minimum of 7.6 hours. For example if rostered 10 hours then 10 hours will be deducted from the normal week hours.

PART D - EMPLOYMENT CONDITIONS

21. CAREER DEVELOPMENT

The performance and development evaluation process is important to employees' development and promotion. A staff "Performance and Career Evaluation" program has been put in place to ensure that all staff receive regular feedback on their performance. At least annually each staff member is to complete the "Performance and Career Evaluation" form, to be discussed with his/her immediate supervisor/manager, and where agreed review the employee's job requirements and provide appropriate reclassification

The Company shall provide an employee with appropriate training:

- on commencement with the Company.
- for the use of new equipment and technology.
- to enhance an employee's professional skills for new job requirements.
- to skill an employee for career progression.

22. STUDY ASSISTANCE

Where an employee is undertaking an approved course of study, the Company may provide flexible rostering, paid time during rostered hours and assistance with course fees as appropriate.

Approval for courses of study and appropriate assistance shall be recorded in the Performance and Career Evaluation form.

23. EQUAL OPPORTUNITY

The Company is committed to the principle of equal opportunity. It remains Company policy to ensure that all employees are treated on the basis of merit and ability and work in a discrimination-free environment.

The policy ensures that staff appointment and promotion is based on merit, skills, qualifications, abilities and aptitudes.

All executives and supervisors are required to manage staff in accordance with the Company policy of equitable treatment of all employees allowing the optimal use of skills and talent available. The program involves the following:

- (a) Statistical analysis and monitoring of the company's work force of the employment patterns of men and women within the organisation.
- (b) Ongoing review of personnel policies and practices with regards to recruitment and selection methods, promotion, staff development and training, employment conditions and occupational health & safety within the workplace.
- (c) Review and assessment of departmental structures and cultures, in particular the provision of suitable work practices considering the individual needs of women within those areas and formulating the best practices for all parties.
- (d) Ongoing review and monitoring of legislation, both current and proposed, (inclusive of federal, state and territory awards) to ensure compliance and that employees are not disadvantaged.

24. EMPLOYEE MONITORING

The Company will not use video or audio equipment for the dominant purpose of monitoring the private activities of employees without the employee's express or implied consent except where;

- (i) the Company reasonably suspects that an employee is engaging in, or proposes to engage in, an unlawful activity; or
- (ii) the employee is engaging in an unlawful activity.

The Company must advise employees by general or individual notice that they may be monitored by video or audio equipment.

The Company conducts computer surveillance to monitor material stored on its hardware, including monitoring employees' email or internet usage, in accordance with Company Policy

25. ETHICS

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

The Company recognises the MEAA Code of Ethics and its applicability to all journalists employed by the company

26. OCCUPATIONAL HEALTH AND SAFETY

26.1 Solus Station Operation

Where an employee is required to work alone on the station the Company will provide the following safety services to the employee's workstation:

- surveillance and security systems for entrance to the station.
- a panic button alerting a quick response security service.
- a security service shall make a regular telephone contact.
- security to prevent entrance to the workstation.

26.2 Solus Fieldwork

An employee shall not be given field assignments that are potentially hazardous without assistance. Such assignments may include:

- long distance driving is required that should be reasonably shared.
- shooting assignments involving crowds, demonstrations, rough terrain, walking shots, helicopters or other unstable platforms.
- transmission site/tower maintenance.

Assignments should be assessed in advance where possible by the relevant manager and employee.

26.3 Hazard Assessment

No employee shall be directed to perform any duty which an employee assesses as hazardous. An employee working without direction may elect not to perform a duty which an employee assesses as hazardous. Such an assessment by an employee shall be accepted in good grace by the Company.

27. WORKERS COMPENSATION

All employees shall have workers compensation cover for work related injury or illness including cover for travel to and from work. There will be no reduction in the level or value of workers compensation cover during the life of this agreement. The Company shall at all times provide at least the minimum statutory cover.

28. REDUNDANCY

28.1 Consultation

In the event that the Company identifies that employees are potentially surplus to requirements the Company shall advise the relevant employees and where they choose their representatives of the nature, extent and reason for potential redundancies. The parties shall consult on means to reduce the extent, and mitigate the effect, of potential redundancies.

28.2 Redundancy Process

If, following consultation, employees are surplus to requirements the Company shall apply the following redundancy process:

- (i) A general offer to express interest in voluntary redundancy will be made to all employees in areas identified by the Company as having surplus employees. Any offers of voluntary redundancy and any subsequent expressions of interest will not be binding on the Company or an employee.
- (ii) The Company shall identify redundancies from the expressions of interest. Where insufficient numbers of suitable employees have been identified the Company may engage in involuntary redundancies.
- (iii) No employee shall be made involuntarily redundant where an employee with equivalent skills seeks voluntary redundancy. If there is any disagreement as to any person selected for involuntary redundancy, the parties agree to discuss these on a case by case basis.

28.3 Redundancy Payments

- (a.) An employee to be made redundant shall be paid entitlements in accordance with the table below:

REDUNDANCY AND NOTICE PAY

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

- (b.) The maximum entitlement under **Sub-clause 28.3(a)** is 82 weeks.
- (c.) Any payment made under **Sub-clause 28.3(a)** shall be calculated at the total pay rate.
- (d.) The period of notice of termination or pay in lieu of notice for an employee shall be increased by one week if the employee is over 45 years of age.

29. ORDINARY HOURS OF WORK

(38 hours worked between 7.00am and 7:00 pm - TVI Award including Producers)
 (38 hours worked between 7.00am and 6.00pm - Clerical Awards)

- 29.1 The ordinary hours of duty shall be an average of 38 hours per week to be worked on one of the following basis:
- (i) 38 ordinary hours on five (5) days per week;
 - (ii) nineteen (19) days in a twenty (20) day work cycle;
 - (iii) forty (40) ordinary hours in each of three (3) weeks and thirty-two (32) ordinary hours in one (1) week in the twenty (20) day work cycle;
 - (iv) nine (9) days in a ten (10) day work cycle- maximum of 42 hours in one week, and 34 hours in the other week.
 - (v) forty-two (42) ordinary hours in one (1) week and thirty-four (34) ordinary hours in one (1) week in the ten (10) day work cycle;
 - (vi) thirty-eight (38) hours on four (4) days in each five (5) day work cycle; or
 - (vii) an average of thirty-eight (38) per week worked over a four (4) week period with a maximum of forty-two (42) hours worked in any one week;
 - (viii) Under agreement between the employee and company, provide the option of a reversal of current practice to another option within sub-clause 29.1. If the company raises the option for the reversal

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the employee can refuse without prejudicing their employment. The company reserves the right to the final decision should a proposal be put forward by an employee.

- (ix) any other combination by agreement.
- 29.2 The method by which the 38 hour week, as provided for in sub-clause 29.1 is to be worked, shall be determined on a section by section or a unit by unit basis in the employer's establishment by agreement between the employer and the majority of members affected in the section or unit.
- 29.3 For the purpose of the introduction of a 38 hour week, as provided for in Subclause 29.1 employees and their employer shall determine which are the sections or units within the employer's enterprise. The definition of a section or unit will be reached by agreement.
- 29.4 The ordinary weekly hours of duty specified in the sub-clause 29.1 of this clause shall be worked so that each member shall be given at least two days off duty each week, except:

TVI Award employees - in the week where public holidays occur that holidays will be given in addition to the normal two (2) clear days off in the manner specified in sub-clauses 29.1 (ii), (iii) or (iv) of this clause, when the number of days off duty which such member is given shall be increased as necessary to give effect to the paragraph applicable to such member.

29.5 Ordinary hours of duty will be rostered in shifts as follows:

Monday to Friday:	Minimum	6 hours
	Maximum	11 hours
Saturday & Sunday:	Minimum	4 hours
	Maximum	11 hours

(subject to where ever a shift exceeds 10 hours any meal break will be a paid meal break)

29.6 For the purposes of this Agreement a week commences on Monday and ends on Sunday.

30. CASUAL EMPLOYMENT

A casual employee shall be subject to the following conditions:

- 30.1 The employment of a casual employee may be terminated by either side on one hour's notice being given.
- 30.2 A casual employee shall be paid one-thirty-eighth of the appropriate weekly rate prescribed herein for the particular class of work performed, plus 20 per cent per annum for TVI employees, and 25% for Clerks employees.
- 30.3 Unless he/she absents himself/herself without leave on any day when instructed by the employer to report for duty a casual employee shall be paid for not less than four hours work, or where a casual is specifically engaged to back fill a shift in the absence of a permanent staff member, the casual shall be employed for the whole shift.

31. PART-TIME EMPLOYMENT

- 31.1 An employee (other than a casual) who is engaged on the understanding that his /her employment is for a period of 30 hours per week or less shall be regarded as a part-time employee and shall be paid one-thirty-eighth of the appropriate weekly rate herein for the particular classification of work performed.
- 31.2 Unless the employee is absent without leave on any day when required by the employer to report for duty, a part-time employee shall be paid for a minimum of three hours work per day.

32. OVERTIME

Overtime shall be worked in accordance with the relevant Awards, subject to:-

- (i) Where agreed between the employee and management the first five hours of overtime in any normal working week can be taken as time off in lieu at the rate of time and one half, or paid in accordance with the relevant Awards.
- (ii) Should time off in lieu be used, then the sixth and subsequent hours of overtime worked in any normal working week shall be paid in accordance with the relevant Awards.
- (iii) Time off in lieu of overtime shall be taken at a mutually agreed time as soon as practicable.
- (iv) No employee will carry an overtime credit of more than 38 hours. Overtime accrued over 38 hours will be paid out by the employer.
- (v) On termination, outstanding overtime credits will be paid out.
- (vi) Where an employee has sufficient credit of time in lieu, the Company may require the employee to take a day of that time at short notice where, due to unforeseen circumstances the employee would not be fully utilised should he/she attend the workplace.
- (vii) The Company will not use the provision in (vi) above where to do so would reduce time in lieu credit sufficiently to prevent the employee taking an already scheduled day off.

33. ROSTERS

Rostering under the flexibility arrangements of this Agreement will be consistent with OH&S legislation.

34. ROSTER CHANGES and WORKING ON A CLEAR DAY OFF.

- 34.1 In the case of sickness, emergency or other unforeseen circumstances roster variations with less than seven (7) days notice will not incur a penalty, provided that the incidence of such variation does not exceed two occasions in any given two week pay period. Each shift block affected by a roster variation will be considered as one occasion.
- 34.2 Should the roster variation in 34.1 above exceed two occasions in any given two week pay period the third and subsequent variation will incur a penalty as applies in the appropriate clause of the relevant award.
- 34.3 The Company will endeavour to place on the notice board or intranet draft rosters for comment prior to final release.
- 34.4 An annual leave roster will be displayed on the notice board for employees' information within each work area.

34.5 Working on a Clear Day Off

- 34.5.1 Any work by an employee on any day for which the employee is rostered off is entitled to an overtime payment at the rate of double time for all time worked or double time and one half for public holidays with a minimum payment as for four hours worked.
- 34.5.2 An employee who does not receive a clear day (or clear days) off (as prescribed in Clause 28 - Rosters and Clause 4 - Definitions of the TVI Award) due to work on a rostered day off is not entitled to payment of double time for the next rostered shift, notwithstanding any clause of the TVI Award which so provides, including clause 31.6 of the Award.
- 34.5.3 In all other cases, an employee who does not receive a clear day off is entitled to payment for double time for the next rostered shift, irrespective of that work being ordinary time or overtime at the finish of the shift prior to a rostered day off, or prior to the commencement of a shift following the rostered day off; the employee must observe the 30/36/24 hour break during clear days off (in which case there is no entitlement to double time for the next rostered shift) unless instructed by the employer not to observe this break (in which case there is an entitlement to double time for the next rostered shift).
- 34.5.4 Nothing in this clause should be taken to mean that an employee does not receive the normal evening, midnight to dawn, Saturday, Sunday or Public Holiday penalty rate for any shift worked.

35. ON-CALL ARRANGEMENTS

On-call duty shall be voluntary for an employee. The Company shall accept an employee's decision in good grace. The agreed on-call conditions are:

- (i) On-call duty means that the employee shall hold him/herself in readiness for duty.
- (ii) When rostered on-call, the employee shall be on duty within half an hour of a call-back request.
- (iii) All such on-call duty shall be rostered, specifying the commencing and finishing times of such duty. The employee and the employer must first mutually agree to on-call shifts before rosters are drawn up.
- (iv) On-call duty shall be paid at a rate of 20 per cent of the employee's base hourly rate.
- (v) Where an employee on on-call duty is called back to perform duty, on-call duty payment shall cease when he/she arrives at his/her place of employment, and the employee shall be entitled to be paid at 200 per cent of the employee's base rate, for the duration of the duty. A minimum call-back payment shall be as for two hours worked.
- (vi) After completion of the call-back duty payment, on-call payment will resume until the end of the rostered shift.
- (vii) If the employee is re-called within two hours of the initial call, no further payment will be made until the expiration of the two hours.
- (viii) Where an employee is rostered on-call, the employer shall provide a telephone or a pager.
- (ix) The parties will monitor this aspect of the Agreement and either party may seek, through the Dispute Settling Procedures, to have this clause amended to address occupational health and safety concerns.
- (x) Clause 31.6 of the TVI Award does not apply to work performed when on call.

36. SPECIAL EVENTS

36.1 Overseas Assignments

Where a 75% majority of affected staff agree, the Company may pay a single loading rate in lieu of penalties and overtime for the period of the overseas assignment.

36.2 Distant Assignments

Where a 75% majority of affected staff agree, the Company may pay a single loading in lieu of penalties and overtime for hours in excess of those specified in this Agreement, where staff are working on a special project and are away from the station for two (2) or more days.

36.3 Competitive Commercial Tenders of a "One Off" Nature

Where the Company is tendering for commercial work of a significant and "one-off" nature, the Company may negotiate with affected employees for the application of a single loading or time in lieu arrangement for that specific assignment.

The agreement of employees will be taken to be given if 75% of affected employees agree.

The agreement to special arrangements must be sought prior to the tender.

An accredited union representative from the relevant union may discuss details of the tender with management. The accredited union representative will respect the commercial-in-confidence nature of any information provided in these discussions.

36.4 Seasonal Outside Broadcast/Network Commitments

In the case of seasonal outside broadcast/ network commitments the Company may negotiate with affected employees for the application of a single loading or time in lieu arrangement for that specific assignment.

The agreement of employees will be taken to be given if 75% of affected employees agree provided all arrangements are agreed in advance.

37. MEAL BREAKS

An employee will take rostered meal breaks unless specifically requested not to by the appropriate supervisor in which case penalties as per the relevant Award will apply.

38. TRAVEL ALLOWANCES

An employee is entitled to claim a travel allowance in accordance with Taxation Determination TD 2005/32 or any subsequent such determination made by the Australian Taxation Office from time to time during the life of this agreement. The maximum amount that an employee may claim is the amount prescribed as the 'Reasonable amount for daily travel allowance expenses' in Taxation Determination TD 2005/32 (or any subsequent such determination). Full details of this travel allowance are available at <http://law.ato.gov.au/atolaw/view.htm?locid=TXD/TD200532/NAT/ATO&PiT=99991231235958>

In the situation where the amount specified is not sufficient, the Company will cover the additional cost once approved by the appropriate manager. This cost should not be incurred prior to obtaining approval.

PART E - CONSULTATIVE FRAMEWORK

39. INDUSTRIAL PROCEEDINGS

An employee shall be provided with paid leave to attend industrial proceedings under the Workplace Relations Act 1996.

40. WORK ORGANISATION

An employee and where they choose a representative and a management representative will have ongoing discussions about changes to the organisation and work performance at the station.

41. DISPUTE SETTLING PROCEDURES

41.1. In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

41.2. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to every step in a dispute.

41.3 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the AIRC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which in the opinion of the Commission are necessary to make the arbitration effective.

41.4. Any dispute referred to the AIRC under this clause should be dealt with by a member agreed by the parties at the time, or in default of agreement, a member nominated by either the head of the relevant panel or the President

41.5. Any decision or direction the AIRC makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and a decision made as a result of arbitration shall be accepted by the parties as settlement of the dispute and will be complied with, subject to either party exercising a right of appeal against the decision to a Full Bench.

41.6. In exercising its powers under this clause, the AIRC shall act according to equity, good conscience and the merits of the case without regard to technicalities and legal form.

41.7. The AIRC shall apply the rules of natural justice and shall ensure the parties have a reasonable opportunity to be heard

SIGNATURES

SIGNED by Greg Dodgson as

General Manager
Southern Cross Ten

in the presence of:

Signature of Witness

Name of Witness (block letters)

Address of Witness

Occupation of Witness

SIGNED by Louise Persse as

Executive Committee member Communications Division of the Community
and Public Sector Union

Signature of Witness

Name of Witness (block letters)

Address of Witness

Occupation of Witness

SIGNED by Mark Ryan as
Assistant Federal Secretary of Media Entertainment
and Arts Alliance

Signature of Witness

Name of Witness (block letters)

Address of Witness

Occupation of Witness

SCHEDULE A - CLASSIFICATIONS

All employees shall be classified in accordance with this Schedule A.

PRODUCERS

Senior Producer means a producer working on more complex productions who trains, leads and directs other employees.

SOLUS PRODUCTION/VIDEOTAPE OPERATOR

The following duties constitute the role of a Solus Production/Videotape Operator –

- A producer that works independently on a range of commercials
- Concepts ideas and formats commercials.
- Plans, supervises/directs scenarios for all details of the production
- Operationally skilled in all formats and methods of editing. Uses complex computer based editing equipment which controls vision and audio switching functions, vision and audio effects generators and multiple vision and audio sources.
- Writes scripts, hires talent where required, arranges voices and music and shoots the commercial.
- In-depth knowledge of camera operations.
- Operates all types of camera equipment including but not restricted to jib arms, "Steadicam" and camera dollies.
- Responsible for the supervision and training of other camera operators
- Works on all types of productions including "Major Production" requiring complex operations in a senior role.
- Paxes commercials
- Preparation and control of budgets.
- Prepares reports on specific tasks or assignments.
- Undertakes complex, varied and highly specific tasks.
- Performs quality control at a high level and uses advanced computer techniques.
- Trains lower levels in conjunction with higher level supervisors.
- Responsible for planning work of others (e.g. rosters and assigns workloads).
- Exercises discretion, independent initiative and judgement for self and others.
- Performs duties lower than 7.3 and 9.2 classifications in accordance with the TVI Award.

Producer means an employee who is responsible for the concept of production, the originating of ideas and formats, writing scripts, selection of music, hiring of talent, preparation and control of budgets, planning and supervision and/or directing of scenarios and for all details of the production and completion of the production. A producer that works independently on medium to high budget routine commercials &/or pre-structured or fixed format productions e.g. presentation hosting.

Trainee Producer means a Producer with less than 12 months experience as a Producer. Is responsible for low to medium budget production, and the originating of ideas and formats (or where a script is provided for interpreting the writer's ideas and intentions), selection of music, preparation and control of budget, planning and/or directing of scenarios and for all details of the production and completion of the production. A Trainee producer works on commercials under the guidance of a Producer as required.

Assistant Producer (inexperienced) means a Producer with less than 12 months experience working in Television. Is responsible for the concept of simple low budget production, is under the close guidance of a producer who originates ideas, simple scripts and formats, selection of music, preparation of budget, planning and assisting in the directing of scenarios and all details of the production and completion of the production. An assistant producer only works on smaller commercials but may assist a producer on larger scale work.

An employee classified under the Producer classification producing commercials is not entitled to the Director Who Works As A Producer loading at clause 25.6 of the TVI award.

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CLERICAL, FINANCE AND ADMINISTRATIVE

An employee shall be classified as Grade 1, Grade 2, Grade 3, Grade 4 or Grade 5 in accordance with the appropriate Clerical Award.

TVI PRODUCTION, TECHNICAL AND OPERATIONAL

An employee shall be classified in accordance with the TVI Award. The parties recognise the new classification structure introduced into the TVI Award as at 1 July 2000. This new classification structure shall apply to relevant employees.

TRADE APPRENTICE

An employee classified under 'Trade Apprentice' will be entitled to the following progression based on a combination of 1.9 Technician B + BOCOP Allowance + Maintenance allowance. The Trade Apprentice will be expected to follow the duties of an apprentice as defined under the Apprentice scheme of the relevant State body.

Year 1	40%
Year 2	55%
Year 3	75%
Year 4	90%

SCHEDULE B - AWARDS

The following awards are attached to this Schedule B and apply as provided in clause 6 of this Agreement:

- Television Industry Award 2000
- Clerical and Administrative Employees Consolidated (State) Award NSW

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SIGNATURES¶
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SIGNED by Greg Dodgson as ¶
¶
¶
General Manager¶
Southern Cross Ten ... [1]

SIGNATURES

SIGNED by Greg Dodgson as

**General Manager
Southern Cross Ten**

in the presence of:

Signature of Witness

Name of Witness (block letters)

Address of Witness

Occupation of Witness

SIGNED by **Louise Persse** as

**Executive Committee member Communications Division of the Community
and Public Sector Union**

Signature of Witness

Name of Witness (block letters)

Address of Witness

Occupation of Witness

SIGNED by **Mark Ryan** as
**Assistant Federal Secretary of Media Entertainment
and Arts Alliance**

Signature of Witness

Name of Witness (block letters)

Address of Witness

Occupation of Witness