

THE CONVERSATION



**The Conversation and Media, Entertainment & Arts Alliance
Editorial Enterprise Agreement 2024–2027**

Part 1— APPLICATION AND OPERATION

1. Title

This agreement shall be known as *The Conversation and Media, Entertainment and Arts Alliance Editorial Enterprise Agreement 2024–2027*.

2. Commencement date, period of operation and shared intent

- 2.1** This Agreement commences operation 7 days after it is approved by the Fair Work Commission and shall have a nominal expiry date of 30 June 2027.
- 2.2** The Parties agree that bargaining for a replacement agreement will commence no later than 3 months prior to the nominal expiry date of this Agreement.
- 2.3** The Parties to this Agreement share a desire to work collaboratively and constructively and will continue to strive to produce challenging and informative stories and embrace and promote workplace diversity.
- 2.2** The Conversation's management and staff are committed to creating an equitable and diverse newsroom that reflects the communities of its authors, readers and Australia as a whole. We commit to maintaining a staff diversity committee which will promote diversity and develop policy to achieve this goal.

3. Definitions and interpretation

3.1 In this Agreement:

Act means the *Fair Work Act 2009* (Cth)

Agreement means *The Conversation and Media, Entertainment and Arts Alliance Editorial Enterprise Agreement 2024-2027*

Award means the Journalists Published Media Award 2010

Employer / The Conversation means The Conversation Media Group Ltd (ABN 44 142 923 653) trading as The Conversation

editorial employees include graduate cadets, assistant editors, trainee editors, social media editors, editorial developers, deputy editors, topic editors, commissioning editors, section editors, senior editors and multimedia editors; chiefs of staff; and communications, engagement and development staff

employee means any editorial employee employed by the employer in the classifications at Schedule A – Classifications

MEAA means Media, Entertainment and Arts Alliance

NES means National Employment Standards (contained in Part 2-2 of the Act)

Party / Parties means a reference to one or more of those persons or entities covered by the Agreement as set out in clause 4 as the context requires

4. Coverage

4.1 This Agreement covers:

- a)** editorial employees employed by The Conversation in the classifications listed at Schedule A;
- b)** the Employer; and
- c)** the MEAA (provided that it makes an application under s 183 of the Act and the Fair Work Commission notes it is covered in its decision to approve the Agreement).

4.2 For the avoidance of doubt, this Agreement does not apply to a person employed in the following position:

- a)** The Conversation – Editor in Chief

5. Operation of the NES

5.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

5.2 This Agreement supersedes any previous enterprise agreement and operates to the exclusion of (to the full extent permitted by law) all other laws, awards, and industrial instruments, including the Award. For the avoidance of doubt, the Award is not incorporated into this Agreement and its terms do not apply to any Employee during operations of this Agreement, unless stated otherwise.

6. Individual Flexibility Arrangements

6.1 The terms in clause 26 of this Agreement may be varied by an individual flexibility arrangement in order to meet the genuine needs of the Employer and the employee that is genuinely agreed to by the Employer and employee.

6.2 The Employer must ensure that the individual flexibility arrangement:

- a)** is about permitted matters under section 172 of the Act; and
- b)** does not contain a term that is an unlawful term under section 194 of the Act; and
- c)** results in the employee being better off overall than the employee would be if no arrangement was made; and
- d)** is in writing; and
- e)** includes the name of the Employer and the employee; and
- f)** is signed by the Employer and employee and, if the employee is under 18 years of age, also signed by a parent or guardian of the employee; and
- g)** includes details of:

- i) the terms of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - h) states the day on which the arrangement commences.
- 6.3** A copy of the individual flexibility arrangement must be given to the employee within 14 days of it being agreed to.
- 6.4** The Employer or 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 the employee and the Employer agree in writing – at any time;
- 6.5** An employee is entitled to be represented in relation to the making of an individual flexibility arrangement under this clause. Where the Employer intends to reach any individual flexibility arrangement under this Agreement, and the employee requests, the Employer must inform the MEAA in writing of the Employer's intent to enter such an arrangement and the proposed terms and effects of that arrangement. For the avoidance of doubt, informing the MEAA under this clause does not require that the MEAA approve or consent to the individual flexibility arrangement.
- 6.6** Entering into an individual flexibility arrangement must not be made a condition of employment for any prospective employee.

Part 2— CONSULTATION AND DISPUTE RESOLUTION

7. Consultation

7.1 Consultation regarding major workplace change

7.1.1 This clause applies if the Employer:

- a) has established that a decision must be made to introduce a major workplace change that is likely to have a significant effect on employees covered by this Agreement; and/or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

7.1.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

7.2 Major change

7.2.1 The following applies for a change referred to in paragraph 7.1.1(a).

7.2.2 As soon as practicable the Employer must notify and consult with the MEAA and relevant employees about the introduction of the change and the effect the change is likely to have on the employees. The Employer must discuss measures it is taking to avert or mitigate the adverse effect of the change on the employees. For the purposes of the discussion, the Employer will provide MEAA and the relevant employees in writing:

- a) all relevant information about the change including the nature of the change proposed;
- b) information about the expected effects of the change on the employees; and
- c) any other matters likely to affect employees.

7.2.3 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

7.2.4 The parties agree to act in good faith in relation to the consultation process.

7.2.5 While consultation is occurring, the parties will abide by the status quo that existed immediately before the subject matter arose.

7.2.6 In this clause:

'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and to refrain from unfair conduct that undermines consultation.

'Major workplace change that is likely to have a significant effect on employees' if it results in:

- a) the termination of the employment of employees;
- b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees;
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d) the alteration of hours of work;
- e) the need to retrain employees;
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

7.3 Change to regular roster or ordinary hours of work

7.3.1 The following applies for a change referred to in paragraph 7.2.6(b).

7.3.2 As soon as practicable the Employer must notify and consult with the MEAA and relevant employees about the introduction of the change and the effect the change is likely to have on the employee/s.

7.3.3 The Employer must discuss measures to avert or mitigate the adverse effect of the change on the employee/s.

7.3.4 For the purposes of the discussion, the Employer will provide to the MEAA and the relevant employees in writing:

- a) all relevant information about the change including the nature of the change proposed;
- b) information about what the employer reasonably believes will be the effects of the change on the employees; and
- c) any other matters likely to affect employees.
- d) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 7.3.5** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 7.3.6** In this clause, 'relevant employees' means the employee or employees who may be affected by a change referred to in paragraph 7.1.1(b).

7.4 Changes to the use of artificial intelligence

- 7.4.1** The Employer recognises the obligation upon journalists to comply with the MEAA code of ethics as outlined in Clause 30 of this agreement and will consult with staff regarding any significant changes to the use of artificial intelligence in the newsroom.

8. Dispute resolution

- 8.1** This term sets out procedures to settle a dispute, grievance or claim relating to:
- a)** a matter arising out of this Agreement; or
 - b)** the NES (including subsections 65(5) and 76(4) of the Act).
- 8.2** An employee who is a party to the dispute may seek advice and appoint a representative (which may include an MEAA delegate or organiser) at any step in the process.
- 8.3** An employee appointed as a representative must be released from normal duties on full pay for such periods of time as may be reasonably necessary to enable them to represent employees concerning the dispute, grievance or claim. This can include but is not limited to:
- a)** investigating the circumstances of a dispute.
 - b)** endeavouring to resolve a dispute.
 - c)** participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- 8.4** In the first instance, the parties to the dispute will try to resolve the dispute at a workplace level.
- 8.5** Where such an attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussion between the employee and their immediate supervisor is inappropriate, the employee or employees can notify the HR Manager for resolution.
- 8.6** The workplace level steps listed in this clause must operate in a way that is consistent with the rules of procedural fairness.
- 8.7** If the matter cannot be resolved, a party may refer the dispute, grievance or claim to the Fair Work Commission for resolution.
- 8.8** In resolving a dispute, grievance or claim, the Fair Work Commission may deal with the dispute in 2 stages:
- 8.8.1** by any method it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
 - 8.8.2** if the dispute is unable to be resolved at the first stage, the Fair Work Commission may then:
 - a)** arbitrate the dispute; and

b) make a determination that is binding on the parties.

8.8.3 Subject to any stay or appeal, the parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

8.8.4 The parties to the dispute and their representatives must act in good faith in relation to the dispute, grievance or claim and endeavour to resolve the dispute as quickly as possible.

8.8.5 While the dispute is being resolved, the parties will abide by the status quo as existed immediately before the subject matter of the dispute arose.

Part 3— TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9. Types of employment

Employees shall be engaged as either full-time, part-time or casual employees.

9.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

9.2 Part-time employment

9.2.1 A part-time employee is an employee who is employed on a continuing basis but is engaged to work an average of less than 38 ordinary hours per week.

9.2.2 An Employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.

9.2.3 A part-time employee will receive pro rata rates of pay and pro rata conditions of employment.

9.2.4 The weekly hours of employment, including starting and finishing times, will be as agreed between the employee and the Employer in writing at the time of commencement of employment. However, the hours of may be changed by agreement.

9.2.5 An Employer may ask a part-time employee to work at times other than those agreed in case of an emergency or a shortage of staff through sickness or other causes which cannot reasonably be foreseen. In this case the Employer must give the employee as much notice as possible and will, within the same or the succeeding week, grant to such an employee time off duty to compensate for the additional time worked.

9.3 Fixed term employment

9.3.1 The employer recognises the benefits of ongoing permanent employment. In light of this, and to promote job security, it is the intention that fixed term employment be avoided where possible.

9.3.2 A full-time or part-time employee may be engaged on a fixed term basis under the following circumstances only:

a) to fill in temporarily for a staff member who is on parental, annual or long-service leave; or

b) for special projects/assignments, not exceeding two years, negotiated under the terms of a set funding agreement or with a specific funding body.

c) to meet a defined editorial need, not exceeding six months, for which there is no permanent and ongoing funding available.

9.3.3 An employee engaged on a fixed term basis is not entitled to redundancy pay, but shall receive all other benefits of a permanent employee.

9.3.4 Excluding the circumstances outlined in 9.3.2, a fixed term position shall not replace a permanent full-time or part-time position.

9.3.5 No employee shall be employed on fixed-term contracts exceeding a cumulative period of two years. After a two year period, an employee will be offered permanency, subject to the availability of a suitable position.

9.4 Casual employment

9.4.1 The employer recognises the benefits of ongoing permanent employment. In light of this, and to promote job security, it is the intention that casual engagement be avoided where possible.

9.4.2 A casual employee is one who is engaged as such by the hour.

9.4.3 Where a casual is engaged, s/he must on each occasion be paid for at least 4 hours' work.

9.4.4 A casual employee must be paid per hour at the rate of 1/38th of the relevant weekly rate, plus a loading of 25%.

10. Termination of employment

10.1 Notice of termination by Employer

10.1.1 In order to terminate the employment of an employee, the Employer must give 4 weeks' notice to the employee.

10.1.2 The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years of continuous service with the Employer on the day the notice is given.

10.2 Notice of termination by an employee

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

10.3 Job search entitlement

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

11. Redundancy

11.1 Genuine redundancy occurs when the employer has made a definite decision that the employer no longer requires the job the employee has been doing done by anyone and that decision leads to the termination of the employment of the employee.

11.2 Voluntary redundancy consideration

The Employer will nominate those positions which are to be made redundant and will be the final arbiter in determining whose employment will be terminated as a result of the redundancies. However, applications for voluntary redundancy by individual employees may also be considered. If

there are insufficient applications for voluntary redundancies then forced redundancies in the affected area may occur subject to the employer complying with clauses 11.3 to 11.6 of this agreement.

11.3 Redundancy payments

11.3.1 Redundancy pay is provided for in the NES.

11.3.2 Periods of unpaid parental leave under the NES and paid parental leave under the *Paid Parental Leave Act 2010* will count towards continuous service where redundancy pay is calculated.

11.4 Redeployment

The Employer will endeavour to identify work areas where acceptable alternative employment may be available to any employee affected by redundancy. The Employer will consult the affected employee/s about the possibility for redeployment.

11.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. An employee who elects not to serve out their full notice period will be entitled to be paid only for the portion of the notice period they serve out.

11.6 Job search entitlement

11.6.1 An employee given notice of termination in circumstances of redundancy must 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.

11.6.2 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 must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

Part 4— MINIMUM WAGES AND RELATED MATTERS

12. Classifications

All employees will be classified according to the appropriate classification level and will progress through the classification levels as set out in Schedule A.

13. Minimum wages

13.1 From the commencement of this Agreement, the minimum wages are as follows:

	From 1 July 2024		From 1 July 2025		From 1 July 2026	
	\$ per annum	\$ per week	\$ per annum	\$ per week	\$ per annum	\$ per week
Band 1 (Graduate Cadet / Assistant Editor)	60,000.00 – 70,000.00	1,153.85 – 1,346.15	62,400.00 – 72,800.00	1,200.00 – 1,400.00	64,896.00 – 75,712.00	1,248.00 – 1,456.00

Band 2 (Deputy Editor / Topic Editor – Editorial Employee Band 1)	75,000.00 – 95,000.00	1,442.31 – 1,826.92	78,000.00 – 98,800.00	1,500.00 – 1,900.00	81,120.00 – 102,752.00	1,560.00 – 1,976.00
Band 3 (Section Editor / Topic Editor – Editorial Employee Band 2)	95,000.00 – 115,000.00	1,826.92 – 2,211.54	98,800.00– 119,600.00	1,900.00 – 2,300.00	102,752.00 – 124,384.00	1,976.00 – 2,392.00
Band 4 (Senior Editor – Editorial Employee Band 3)	From 115,000.00	From 2,211.54	From 119,600.00	From 2,300.00	From 124,384.00	From 2,392.00

- 13.2** All eligible employees shall have their wage increased by 4% upon approval of the agreement (back dated to 1 July 2024), and on the first pay cycle following 1 July 2025 and 1 July 2026. These scheduled salary increases can be brought forward by mutual agreement.
- 13.3** After 12 months, Employees engaged as a Graduate Cadet will automatically be promoted to an Assistant Editor and will be paid at the top rate of Band 1.
- 13.4** Nothing in this clause shall be taken to prevent the Employer from granting an employee a pay increase in excess of those provided by this Agreement.

14. Allowances

14.1 Reimbursement of expenses

In accordance with company policy and sub-clause 16.3 of the Award, an employee will be reimbursed for reasonable out-of-pocket work-related expenses.

15. Higher duties

15.1 When an employee is called upon to do the work of another in a higher position for more than two weeks at any one time, they will be paid the minimum Agreement rate for the higher position as prescribed in clause 13—Minimum wages.

15.2 Employees engaged as a Section Editor, who are required to lead more than one section for more than two weeks at any one time, will be paid the minimum Agreement rate of a Senior Editor, or above.

15.3 An employee required to work as the Chief of Staff for any weekday shift at any one time will be paid the minimum Agreement rate of a Senior Editor. Where an employee is already paid above the minimum rate of a Senior Editor they will continue to be paid at that rate.

16. Payment of wages

16.1 The Employer will pay an employee’s wages on a fortnightly basis by electronic funds transfer.

16.2 The Employer must pay an Employee’s final wages (including all remaining entitlements) no later than 7 days after the day on which the Employee’s employment terminates.

17. Superannuation

- 17.1** Superannuation contributions will be made to a compliant fund of the employee's choice. Where an employee does not choose a fund, their contributions will be made to UniSuper.
- 17.2** This clause applies to all employees covered by this Agreement, regardless of their age and level of earnings.
- 17.3** All those employees who wish to make salary sacrifice contributions will be entitled to do so.
- 17.4** The Employer will pay superannuation contributions, including salary sacrifice, on behalf of each employee at least quarterly and in full to the nominated superannuation fund.
- 17.5** At least quarterly, employees will have access to information on their pay slips that will enable them to confirm that all due superannuation contributions, including salary sacrifice, have been paid to the nominated superannuation fund.
- 17.6** Contributions will be paid as a percentage on all earnings (all wages, allowances, bonuses and similar). Salary sacrifice contributions shall not reduce the calculation and payment of contributions for the purposes of this clause.
- 17.7** The percentage of contribution will be the percentage fixed by the *Superannuation Guarantee (Administration) Act 1992* (as amended). Any increases to the percentage that occurs during the term of this Agreement will not result in a reduction in any form of payment to employees.
- 17.8** The contributions provided for in this clause will be made in respect of all periods of paid leave, and all periods of leave taken as a result of a work related injury or illness (provided that the employee is receiving workers' compensation or regular payments directly from the Employer in accordance with statutory requirements and the employee remains employed by the Employer).
- 17.9** Employees who take company paid parental leave will either:
- a)** accrue superannuation at their existing rate; or
 - b)** be entitled to a contribution while on leave that is equivalent to the average contribution paid to them during the 12 months immediately preceding the commencement of that leave,
- whichever is greater.
- 17.10** Any base salary increases payable under this Agreement during the period of leave will be applied as a percentage to the contribution amount.

Part 5— HOURS OF WORK AND RELATED MATTERS

18. Ordinary hours of work

- 18.1** The ordinary hours of work are:
- (a)** for full time employees, an average of 38 hours a week that may be averaged over a 20-day work cycle;
 - (b)** for part-time employees, as agreed between the employee and the Employer, but less than an average of 38 hours a week; and
 - (c)** for casual employees, 38 hours or less per week.

18.2 Employees may from time to time be required to work reasonable additional hours in addition to their ordinary hours of work. Factors to consider to determine the reasonableness of such additional hours include:

- (a) Any risk to employee health and safety from working the additional hours;
- (b) The employee's personal circumstances, including family and caring responsibilities;
- (c) The needs of the workplace;
- (d) Any notice given by the Employer or any request or requirement to work additional hours, and any notice given by the employee of his or her intention to refuse to work the additional hours or the inability to work the additional hours;
- (e) The nature of the employee's role, and the employee's level of responsibility;
- (f) Whether the employee is entitled to receive time off in lieu in accordance with clause 19 for the additional hours.

19. Span of ordinary hours

Ordinary hours of work may be performed between the hours of 7.00am and 7.00pm (Australian Eastern Standard Time or Australian Eastern Daylight Time) Monday to Friday inclusive. For clarity, this includes casual employees.

20. Time off in lieu

20.1 From time to time, business imperatives may require employees to work outside their ordinary hours of work (as per clause 18.1) and/or their span of ordinary working hours (as per clause 19). In such cases, time off in lieu will apply.

20.2 The following activities may mean that an employee is eligible for time off in lieu:

- (a) Time spent directly engaged in work activity outside of ordinary working hours;
- (b) Time spent travelling outside of ordinary working hours in order to attend or complete work in relation to an interstate or distant engagement;
- (c) Attendance at weekend or evening conferences;
- (d) Other hours worked in excess of ordinary hours at the discretion of the employee's manager.

20.3 Employees will be entitled to accrue time off in lieu with prior management approval. Where obtaining this prior approval has not been possible or not practicable, the Employer will grant the employee time off in lieu at its discretion, but approval will not be unreasonably withheld.

20.4 For each hour worked outside the span of ordinary working hours (as per clause 19), the employee will accrue time off in lieu at double time; this is, for each hour worked outside the span of ordinary hours, the employee will receive two hours of time off in lieu. However, in relation to evening work events (such as stakeholder events), the employee will accrue time off in lieu at single time; this is, for each hour, the employee will receive one hour of time off in lieu, after prior discussion with the employee's manager.

20.5 Where an employee works in excess of 38 hours per week, the employee will accrue time off in lieu at single time; that is for each hour worked in excess of 38 hours, the employee will receive one hour time off in lieu.

- 20.6** Each employee will receive a full day of time off in lieu for each full week they spend posting the morning newsletter.
- 20.7** When an employee is on weekend COS duty they shall be provided four hours time off in lieu, representing two hours work at double time. When the employee on weekend COS duty is required to perform more than 2 hours work over the course of the weekend, they will accrue additional time off in lieu at double time for each additional hour worked.
- 20.8** The amount of time off in lieu accrued by an employee must be recorded in writing.
- 20.9** Requests to take time off in lieu must be made to and approved by an employee's manager before the time is taken.
- 20.10** Time off in lieu is to be taken at a time that is mutually agreeable to both the employee and their manager.
- 20.11** Where an employee is on newsletter duty on a public holiday an extra half day time off in lieu shall be provided.
- 20.12** Any accrued time off in lieu which has been unused for a period of 6 months after it has accrued shall be paid to the employee at the appropriate accrual rates/s specified in clause 20.4.
- 20.13** Upon termination, resignation or redundancy, any accrued unused time off in lieu shall be paid to the employee at the appropriate accrual rate/s specified in clause 20.4.

21. Breaks

- 21.1.** An employee must not be compelled to work more than five hours without a break of not less than 20 minutes.

Part 6— LEAVE AND PUBLIC HOLIDAYS

22. Annual leave and Public Holidays

- 22.1** Full-time editorial employees will progressively accrue four weeks (20 days) of annual leave each year in accordance with the NES. Part-time employees will accrue leave on a pro rata basis.
- 22.2** Editorial employees are not required to work on national public holidays or the statutory public holidays of their resident State/Territory.
- 22.3** Should any public holiday fall during the employees' annual leave, the employee will be allowed an extra day's annual leave.
- 22.4 Taking annual leave**

Applications for annual leave will not be unreasonably refused. All planned leave has to be mutually agreed and take into account workloads and the employee's needs. Leave must be approved in advance, provided that the Employer may approve the taking of annual leave retrospectively in exceptional circumstances. If the employee's annual leave balance is in excess of 12 weeks and the Employer has genuinely tried to reach agreement with the employee as to the timing of taking annual leave, the Employer can require the employee to take annual leave by giving not less than eight weeks' notice of the time when such leave is to be taken.

- 22.5** Should an employee agree to work on a public holiday, they will be entitled to time off in lieu at double time and a half, as per the Award.

22.6 Paid leave in advance of accrued entitlement

By agreement between the Employer and an employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued, the Employer may make a corresponding deduction from any money due to the employee on termination of employment.

22.7 Purchased Annual Leave

- (a) Where the Employer and an Employee agree to allowing an Employee to purchase additional annual leave, the Employee will agree to allow the Employer to deduct the monetary amount from the Employee's ordinary wages, which may be done in a lump sum or instalments.
- (b) The monetary amount deducted by the Employer from an Employee's wages must not exceed the amount that would have been payable had the employee performed work at the time the leave is taken.
- (c) For the avoidance of doubt, any amount deducted by the Employer from an Employee's wages under this clause will be considered a permitted deduction within the meaning of clause 324 (1)(b) of the Fair Work Act 2009 (Cth).

23. Personal/carer's leave and compassionate leave

23.1 Personal/carer's leave

- (a) Personal/carer's leave is provided for in the NES. In summary, an employee is entitled to 10 days paid personal/carer's leave for each 12 months of service (pro rata for part-time workers). Paid personal/carer's leave accrues progressively and is cumulative. Unused personal/carer's leave is not payable upon termination of employment.
- (b) Unpaid carer's leave is provided for in the NES.

23.2 Compassionate leave

- (a) As provided for in the NES, an employee is entitled to up to 3 days paid leave on each occasion when a member of the employee's immediate family or household:
 - (i) Has a personal illness or injury that poses a serious threat to the person's life, or
 - (ii) Dies.
- (b) The employee shall, if required by the employer, provide evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in clause 23.2(a) above.
- (c) A casual employee is entitled to unpaid compassionate leave as provided for in the NES.

24. Community service leave

Community service leave, including jury service leave, is provided for in the NES.

25. Long service leave

Long service leave will be in accordance with relevant State/Territory legislation.

26. Parental leave

26.1 Parental leave is provided for in the NES and as supplemented by this clause.

26.2 Right to request extension of unpaid parental leave

- (a)** An employee may request a further period of unpaid parental leave for up to 12 months (24 months total). The request must be in writing and given to the Employer at least 4 weeks prior to the end of available parental leave.
- (b)** If an employee makes a request to extend unpaid parental leave under this clause, the Employer must demonstrate that they have:
 - (i)** Properly considered the request; and
 - (ii)** Reasonably endeavoured to accommodate the request.
- (c)** For the purposes of meeting its obligations under this clause, the Employer must properly consider all relevant circumstances, including those listed in clause 27 - Flexible working arrangements.
- (d)** For the avoidance of doubt, the dispute resolution procedure outlined in clause 8 of this Agreement shall apply to any dispute relating to this clause.

26.3 Paid parental leave

All full time and part time employees who are entitled to parental leave under the NES shall be entitled to be paid during 16 weeks of their parental leave at their weekly rate of pay (in addition to any Government Scheme) or 32 weeks at half their weekly rate of pay.

26.4 Non-primary parent leave

All full time and part time employees with twelve months service who are the non-primary parent of the child will be entitled to six weeks of paid non-primary parent leave at the employee's weekly rate of pay at the time of the birth or adoption of the child (in addition to any Government Scheme).

26.5 Parental leave and other entitlements

An employee may, in conjunction with parental leave or non-primary parent leave, access any annual leave or long service leave entitlements which the employee has accrued. To avoid doubt, accessing these entitlements will not reduce the total amount of parental leave that may be taken under the NES.

26.6 Stillbirth and miscarriage

An employee who experiences a miscarriage will be entitled to three days bereavement leave if the miscarriage occurs in the first 12 weeks and six days of the pregnancy. An employee will receive three weeks leave if miscarriage occurs between 13-20 weeks of pregnancy. If miscarriage occurs after 20 weeks (also known as stillbirth) then the employee will be entitled to paid parental leave as per clause 26.3

26.7 Appraisal on return to work

An employee will be entitled to an appraisal with their relevant manager to discuss their role, experience and pay level when returning to work from paid parental leave.

26.8 Return to work – part-time employment

- (a) In addition to the return to work guarantee provided for in the NES, an employee may request to return to work part-time in accordance with the right to request a flexible working arrangement as provided for in the NES and the provisions of clause 28 (Flexible Working Arrangements).

Note: An employee may also request an individual flexibility arrangement under clause 6 in order to implement their preferred arrangements.

- (b) Before commencing a period of part-time employment under this sub-clause, the employee and the employer shall agree:

(i) Upon the hours to be worked by the employee, the days upon which they will be worked and commencing and finishing times for the work;

(ii) Upon the period of part-time employment;

(iii) That the terms of the part-time agreement under this clause may be varied by consent.

- (c) The terms of the agreement or any variation to it shall be in writing and retained by the employer, and a copy provided to the employee.

26.9 Summary of the return to work guarantee under the NES

- (a) On ending unpaid parental leave, an employee is entitled to return to the employee's pre-parental leave position or if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

27. Study Leave

- 27.1 Employees are entitled to up to five days' non-cumulative paid study leave per financial year for work-related training. All study leave is subject to the Employer's discretion, and must be approved in advance.

28. Right to request flexible working arrangements

28.1 Flexible working arrangements

28.1.1 Eligibility

An employee who

- a) Is the parent of, or who has responsibility for, the care of a child 18 years of age or under; or
- b) Is a carer within the meaning of the *Carer Recognition Act 2010*; or
- c) Cares for or supports (or is expected to care for or support) a person who reasonably relies on the employee for care or support; or
- d) Has a disability; or
- e) Is 55 years of age or older; or
- f) Is personally experiencing family or domestic violence; or

- g)** Is providing personal care, support or assistance to a member of their immediate family or member of their household because they are experiencing family or domestic violence

may request a change in working arrangements relating to those circumstances.

In addition, as per custom and practice, any employee who does not fall within 28.1.1 a) - g) may request a change in working arrangements relating to their personal circumstances.

The request for flexible working arrangements should be made in writing by the employee.

28.1.2 An employee who is the parent of, or has responsibility for, the care of a child and is returning to work after taking parental leave in relation to the birth or adoption of a child may request to work part-time to assist the employee to care for the child.

28.1.3 Types of working arrangements

For the purposes of clause 28.1 of this Agreement, working arrangements may include but are not limited to:

- a)** Changing from full-time to part time work;
- b)** Changing from part-time work to full-time work;
- c)** Varying starting or finishing times;
- d)** Increasing or decreasing hours of work;
- e)** Varying the employee's pattern of work (including job sharing);
- f)** Changing the location of the work (including working from home);
- g)** Periods of paid or unpaid leave.

28.1.4 Making a request

The employee's request under clause 28.1 must be in writing and set out details of the change sought and of the reasons for the change.

28.1.5 Employer response to the request

The Employer must give the employee a written response to the request within 21 days, stating whether or not the request is granted or refused. The Employer may only refuse the request on reasonable business grounds. If the Employer refuses the request, the written response must include details of the reasons for the refusal.

28.1.6 If an Employer receives a request under clause 28.1, they must demonstrate that they have:

- a)** Properly considered the request; and
- b)** Reasonably endeavoured to accommodate the request.

28.1.7 For the purposes of clause 28.1, the Employer must demonstrate that they have considered all relevant circumstances, including:

- a)** The employee's circumstances, including the nature of his or her responsibilities as a parent or career; and
- b)** The nature of the employee's role; and
- c)** The nature of the arrangements required to accommodate those responsibilities; and

- d) The financial circumstances of the Employer; and
- e) The size and nature of the workplace and the Employer's business; and
- f) The effect on the workplace and the Employer's business of accommodating those responsibilities, including the number of persons who would benefit from or be disadvantaged by doing so and the impact on efficiency and productivity; and
- g) The consequences for the Employer of making such accommodation; and
- h) The consequences for the Employee of not making such accommodation.

28.1.8 If the employer refuses the request and has not reached an agreement with the employee, the written response must include details of the reasons for the refusal, including the business grounds for refusal and why these grounds apply.

28.1.9 If the employer and employee could not agree on a change in working arrangements under 28.1.3, the written response must:

- a) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
- b) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

28.1.10 If the employer and the employee reached an agreement under clause 28 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

28.2 Disputes

For the avoidance of doubt, the dispute resolution procedure outlined in clause 8 of this Agreement shall apply to any dispute relating to this clause.

29. Family and domestic violence leave

29.1 The Employer recognises the impact of family and domestic violence on employees. For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive or coercive behaviour by a person towards the Employee or against a member of the Employee's family or towards an intimate partner of the Employee (current or former).

29.2 An employee, including a casual employee, experiencing family and domestic violence is entitled to 10 days per year (non-cumulative) of paid leave for the purpose of:

- a) attending legal proceedings, counselling and/or appointments with a medical or legal practitioner,
- b) relocation or making other safety arrangements; or
- c) other activities associated with the experience of family and domestic violence.

29.3 The Employer will at its discretion provide other leave to an employee who:

- a) is experiencing intimate partner violence or violence from a member of the employee's family or household; or

- b) provides care or support to a member of their immediate family, or a household, who requires care or support because the member is experiencing violence from the member's family, and
- c) requires time off work associated with the effects of domestic violence including medical appointments counselling, legal proceedings and/or other matters related to the effects of family violence.

29.4 Where such leave is provided for by the Employer, it shall be provided in addition to existing leave entitlements and will be paid at ordinary time rates.

29.5 All personal information concerning domestic violence will not be shared beyond the appropriate manager/s.

29.6 Leave

- (a) Subject to the Employer's discretion, an employee experiencing family violence may apply for up to five days special paid leave. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
- (b) An employee who supports a person experiencing family violence may take personal/carer's leave to accompany the person to court, or to hospital, or to take care of children and/or dependants.

29.7 Individual Support

- (a) In order to provide support to an employee experiencing family violence, and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) a change to their telephone number or email address to avoid harassment and unwanted contact;
 - (iv) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Part 7— UNION RELATIONSHIP AND RELATED MATTERS

30. Ethics

The Employer recognises and respects the Media, Entertainment and Arts Alliance Code of Ethics in ensuring the standards of quality journalism. The Code of Ethics forms part of the Employer's Code of Conduct. The Employer will not request an employee to undertake activities that in the reasonable belief of the employee could involve a breach of the Code of Ethics or the Code of Conduct.

31. Work health and safety

The parties to this Agreement are committed to complying with relevant work health and safety legislation.

32. MEAA

32.1 Relationship with MEAA

32.1.1 The Employer recognises the MEAA as the union representing its employees and respects the right of each employee to join the MEAA.

32.2 Recognition of Delegates and Training

32.2.1 An employee appointed as a MEAA delegate will, after notification to the Employer, be recognised as an accredited representative of the MEAA and will be allowed the necessary time off work on paid time to attend training as part of their development during working hours. In addition, delegates will be provided with paid time to conduct their role in enterprise bargaining negotiations, grievances and any attendance at FWC.

32.2.2 The employer must provide a MEAA delegate with reasonable access to the workplace and access to or use of workplace facilities for the purposes of their role as a MEAA delegate.

32.2.3 Delegates will be provided access to new employees to introduce the Agreement to them and explain the role of the MEAA. Delegates may communicate with eligible employees for the purposes of representing their industrial interests, including discussing membership of MEAA.

32.2.4 MEAA will provide written notification of the date and time of any proposed training to the Employer. MEAA delegates will have access to paid leave to attend such training. The total maximum combined amount of union-related leave MEAA delegates may take is 8 days per annum. This entitlement does not accrue from year to year.

32.2.5 MEAA delegates will notify the Editor of the necessity to be absent from work for training. Attendance to training on paid time is conditional on the employer's approval but will not be unreasonably withheld.

33. Gender pay audit

33.1 A one-off survey-based audit of employees (excluding the TCI business unit) covering pay grades, salaries and employment status, to identify any gender pay gap with results to be shared with the team and the MEAA

33.2 Employee participation in this survey will be voluntary.

SCHEDULE A – CLASSIFICATIONS

Band 1 – Assistant Editor / Graduate Cadet

An early-career journalist who contributes to The Conversation's coverage in an assigned subject area.

Key duties

Help commission, edit and publish text-based articles as well as content drawing on digital storytelling approaches using multimedia, audio, video, interactives and data visualisation.

Expectations

- Some journalism experience or qualifications
- Skills in digital storytelling
- An appetite for knowledge in relevant areas
- Creativity and the ability to generate compelling ideas
- Strong teamwork
- The ability to build strong network of contacts
- Good research and analytical skills
- Polished presentation
- Care and attention to detail

Band 2 – Deputy Editor / Topic Editor / Editorial Employee Band 1

A journalist who contributes to The Conversation's coverage in an assigned subject area.

Key duties

Commission, edit and publish text-based articles as well as content drawing on digital storytelling approaches using multimedia, audio, video, interactives and data visualisation.

Expectations

- Journalism experience
- Skills in digital storytelling
- An appetite for knowledge in relevant areas
- Creativity and the ability to generate compelling ideas
- Strong people skills and diplomacy
- The ability to build strong network of contacts
- Highly developed research and analytical skills
- Polished presentation
- Care and attention to detail

Band 3 – Section Editor / Topic Editor / Editorial Employee Band 2

A senior journalist who leads The Conversation's coverage in an assigned subject area.

Key duties

Commission, edit and publish text-based articles as well as content drawing on digital storytelling approaches using multimedia, audio, video, interactives and data visualisation. An experienced Topic Editor, with more than three years editorial experience in a senior role, may be on an equivalent pay scale to Section Editor. The title of Topic Editor represents an editor who is covering a topic but who is not running a section and who does not have direct reports.

Expectations

- Journalism experience
- Editorial leadership and management skills
- Experience in digital storytelling
- An appetite for knowledge in relevant areas
- Creativity and the ability to generate compelling ideas
- Strong people skills and diplomacy
- The ability to build strong network of contacts

- Highly developed research and analytical skills
- Polished presentation
- Care and attention to detail

Band 4 – Senior Editor / Editorial Employee Band 3

A senior journalist who performs a leadership role at The Conversation.

Key duties


Lead and manage journalists who commission, edit and publish text-based articles as well as content drawing on digital storytelling approaches using multimedia, audio, video, interactives and data visualisation.

Expectations

- Senior journalism experience
- Editorial leadership and management skills
- Experience in digital storytelling
- An appetite for knowledge in relevant areas
- Creativity and the ability to generate compelling ideas
- Strong people skills and diplomacy
- The ability to build strong network of contacts
- Highly developed research and analytical skills
- Polished presentation
- Care and attention to detail

SIGNATORIES

For and on behalf of The Conversation Media Group Ltd

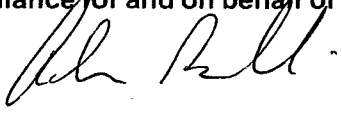
Name: MISHA KETCHELL 

Address: 5/200 SWANSTON ST CARLTON 3053

Authority to Sign/Position: EDITOR-IN-CHIEF

Date: 28/10/24

The Media, Entertainment and Arts Alliance for and on behalf of the employees as their bargaining representative

Name: ADAM PORTELLI 

Address: 3/365 QUEEN ST, MELBOURNE 3000

Authority to Sign/Position: ACTING CHIEF EXECUTIVE

Date: 28/10/24