

NOTICE OF FILING

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Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

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Form 59
Rule 29.02(1)

Affidavit

No. 189 of 2024

Federal Court of Australia
District Registry: New South Wales Registry
Division: Fair Work

ANTOINETTE LATTOUF

Applicant

AUSTRALIAN BROADCASTING CORPORATION

Respondent

Affidavit of: **Elizabeth Green**
Address: 700 Harris Street, Ultimo NSW 2007
Occupation: Content Director, Australian Broadcasting Corporation
Date: 14 October 2024

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2	Exhibit "EG-01"		

I, Elizabeth Green, at Sydney, New South Wales, affirm:

- I am employed by the Australian Broadcasting Corporation (**ABC**).

I make this affidavit based on my own direct observations and knowledge, save for where I say otherwise. Where I depose to matters based on information provided to me,



Filed on behalf of (name & role of party) Australian Broadcasting Corporation, the Respondent
Prepared by (name of person/lawyer) Ben Glenn Dudley
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(include state and postcode)

[Version 3 form approved 02/05/2019]

2. I identify the source of that information and otherwise believe it to be true and correct, based on the source of the information, the source's role and the circumstances in which it was provided to me.
3. Where I set out words that I have spoken or heard, I will do so setting out the substance or gist of those words to the best of my recollection.
4. I have reviewed the affidavit of Antoinette Lattouf dated 9 September 2024 (**Lattouf Affidavit**). Where I have not responded to a matter in the Lattouf Affidavit, that should not be understood as my agreement with Ms Lattouf's evidence in relation to that matter.
5. Exhibited and marked "**EG-01**" is a bundle of documents behind numbered tabs. In making this affidavit, I have in front of me and have had regard to **Exhibit EG-01**.

BACKGROUND AND QUALIFICATION

6. I have worked at the ABC for over 10 years. I have held the position of Content Director, ABC Radio Sydney since May 2021 (and previously acting in that role from October 2020).
7. Prior to working as Content Director, I worked as a Senior Producer with Richard Glover at ABC Radio Sydney, as well as producer across all programs within ABC Radio Sydney. Prior to working at the ABC, I worked at the BBC for 8 years.

MY ROLE AT THE ABC

8. At the time of making this affidavit, I am currently performing work on a secondment to the ABC Radio National team. This secondment is for the period 9 September to 13 December.
9. In my substantive role as Content Director at ABC Radio Sydney, I am responsible for the following, among other things:
 - (a) editorial leadership for ABC Radio Sydney;
 - (b) planning and content gathering across all platforms;
 - (c) leading and developing teams to deliver programs that go to air on ABC Radio Sydney;
 - (d) overseeing digital platforms relevant to ABC Radio Sydney; and



- (e) rostering and staff management.
10. Each program has its own production team. My role as Content Director is to oversee and manage those teams and ensure they are presenting within their program brief. I also collaborate with other teams within the ABC.
 11. In my role as Content Director I report to the Local Manager, ABC Radio Sydney. In December 2023, Mark Spurway was the Local Manager, ABC Radio Sydney.

MY PREVIOUS WORK AND INTERACTIONS WITH MS LATTOUF

12. Prior to December 2023, I was aware of Ms Lattouf professionally. I was aware that on a few occasions in the past Ms Lattouf had been engaged by the ABC to fill-in as a presenter, or invited as a guest on various ABC radio programs. I was also aware of Ms Lattouf in the context of her involvement in Media Diversity Australia.
13. Prior to December 2023, I did not follow Ms Lattouf on social media, and I still do not at the time of making this affidavit.

ENGAGING MS LATTOUF TO PRESENT ON SYDNEY MORNINGS

14. In approximately mid-November 2023, I had a conversation with Steve Ahern, Acting Head of Capital City Networks, in which I recommended that Ms Lattouf fill-in for Sarah Macdonald on the 'Sydney Mornings' radio program on ABC Radio Sydney (*Mornings*), as Ms Macdonald was going to be taking leave in the week of 18 to 22 December 2023.
15. At or around the same time as that conversation, Mr Ahern accepted my recommendation and approved that Ms Lattouf be offered the role.
16. The reasons that I recommended Ms Lattouf for the role included:
 - (a) Ms Lattouf had worked with ABC Radio Sydney before;
 - (b) Ms Lattouf had been approaching me expressing interest in presenter roles at ABC Radio Sydney;
 - (c) I understood that Ms Lattouf had taken part in an ABC development program, which included ABC training and six (6) weeks of presenting a show on one of the ABC digital channels;



- (d) the week of 18 to 22 December 2023, which needed to be filled, was an 'out of survey' period; and
- (e) having heard Ms Lattouf's work before, I thought she would do a good job.
17. In an 'out of survey period' the listeners are not being surveyed for the purpose of radio show and channel ratings and, generally, when we are not in a survey period there is more flexibility to try new people because there are lower-stakes. I knew that Ms Lattouf did not have much prior experience in radio, and for that reason considered that an 'out of survey' period would be a good time to offer Ms Lattouf experience to develop her skills.
18. When considering Ms Lattouf for the role:
- (a) I did not consider Ms Lattouf's recent social media activity;
- (b) I did not know anything about and did not consider what Ms Lattouf may have publicly expressed about her political opinions; and
- (c) I knew that Ms Lattouf was from a racially diverse background and considered this as a factor in favour of engaging Ms Lattouf for the role since the ABC encourages diversity of staff.
19. At 1.08 pm on 17 November 2023, Ms Lattouf and I had a telephone conversation to the following effect:
- Me: We would love you to present Mornings for the week up to Christmas from 18 December, filling in for Sarah MacDonald. It would be nice light programming, a bit of fun in the Christmas lead-up. Are you available?*
- Ms Lattouf: Yes, I am available. I would love to.*
- Me: I will email you the details of who you will be working with and confirm the dates.*
20. On 17 November 2023, I sent the email to Ms Lattouf that is copied on page 79 of **Annexure "AL-5"** to the Lattouf Affidavit.



21. On 17 November 2023, I was copied into an email from Julia O'Shea, Planning Coordinator, ABC Radio Sydney, to Ms Lattouf. A copy of this email is at page 78 of **Annexure "AL-5"** to the Lattouf Affidavit.
22. On 20 November 2023, I received the email from Ms Lattouf that is copied on page 77 of **Annexure "AL-5"** to the Lattouf Affidavit.
23. Between 17 November 2023 to 27 November 2023, I was copied into subsequent correspondence between Ms O'Shea, Ms Lattouf and Aidan Fonternel, former Unit Coordinator, ABC Radio Sydney regarding the arrangements to recommence Ms Lattouf's casual contract, producers, pay details and her security and technology access. Ms O'Shea also arranged a preparation shift for Ms Lattouf to come into the studio on Thursday 14 December 2023. Copies of these emails are at pages 81 to 85 of **Annexure "AL-6"** to the Lattouf Affidavit.

PREPARATION FOR MS LATTOUF PRESENTING ON SYDNEY MORNINGS

24. On 13 December 2023, I emailed Ms Lattouf regarding arrangements for her preparation shift on 14 December 2023. A copy of this email is in **Exhibit EG-01 at Tab 1**.
25. On 14 December 2023, Ms Lattouf attended the ABC Radio Sydney station for a preparation shift, to familiarise herself with the studio and equipment, and prepare content for the following week.
26. On 14 December 2023 at 9.27 am, Ms Lattouf sent me a text message. A screenshot of this text message is in **Exhibit EG-01 at Tab 2**.
27. On 14 December 2023, I had very little to do with Ms Lattouf, other than to see that she had settled in and was comfortable with her preparation for the following week and the studio.
28. On 15 December 2023, I sent an email to Ms Lattouf regarding the audience for her shows in the week commencing 18 December 2023. A copy of this email is in **Exhibit EG-01 at Tab 3**.

FEEDBACK TO MS LATTOUF ABOUT CONTENT AND CRAFT

29. While Ms Lattouf was presenting *Mornings* on Monday, 18 December 2023, Tuesday, 19 December 2023 and Wednesday, 20 December 2023 I gave some ad hoc feedback to Ms Lattouf about content and craft in relation to presenting the radio show. This



involved informal discussions between myself and Ms Lattouf after each show. I also spoke with the *Mornings* production team about guiding Ms Lattouf through radio craft.

30. I did not speak to Ms Lattouf during her shows. I recall that I spoke with the production team during one of Ms Lattouf's shows about her microphone.
31. In radio, we refer to an 'air-check' meaning a feedback process whereby someone (for example, a producer or manager) sits with the presenter and listens back to a segment(s) of a radio program and talks through any feedback about what was done well and what could have been done better. For Ms Lattouf, since she was doing a fill-in presenter role, I did not conduct an air-check during the time she was with us, as would be my practice with permanent presenters.

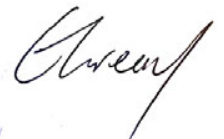
MONDAY, 18 DECEMBER 2023

32. On Monday, 18 December 2023, Ms Lattouf presented her first show on *Mornings* from 8.30 am to 11.00 am. A screenshot of the Electronic News Production System (**ENPS**) showing the topics discussed during the *Mornings* programme on Monday, 18 December 2023 (the 'program rundown') is in **Exhibit EG-01** at **Tab 4**.
33. At 1.52 pm on Monday, 18 December 2023, I received an email from Mr Ahern requesting to speak urgently about Ms Lattouf. Mr Ahern's email to me forwarded an email he had received from Chris Oliver-Taylor, Chief Content Officer a few minutes earlier. A copy of that email chain is in **Exhibit EG-01** at **Tab 5**.
34. Upon reading the email from Mr Oliver-Taylor to Mr Ahern this was the first time that I became aware that the ABC had received any complaints about Ms Lattouf.
35. At 2.03 pm on Monday, 18 December 2023, I called Mr Ahern on the phone in response to his email. I can see from reviewing my phone log records that our conversation lasted for about 14 minutes. I do not recall whether we spoke about other matters apart from Ms Lattouf during this call, but it is likely that we did speak about other work matters. To the best of my recollection, during this conversation:
- (a) Mr Ahern informed me that the ABC had been receiving some complaints about Ms Lattouf being on air because of a perceived bias regarding the Israel-Gaza conflict;
 - (b) I asked Mr Ahern what the complaints were about and expressed that I would like to see the complaints (as that would be my usual practice to review any



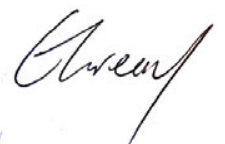
complaints before speaking to a presenter) but I cannot recall whether or what Mr Ahern told me in response. I understood that Mr Ahern had not seen the complaints himself either;

- (c) Mr Ahern asked me about Ms Lattouf's history working on ABC Radio Sydney and what work she had done for us before;
 - (d) Mr Ahern asked me whether Ms Lattouf's presenting of *Mornings* on Monday, 18 December 2023 had covered any content in relation to the Israel-Gaza conflict and/or if there had been any content on air that could be considered controversial;
 - (e) I told Mr Ahern that I did not believe so but that I would review the content of the show to check;
 - (f) we discussed an article that Ms Lattouf had co-authored recently for *Crikey*. Mr Ahern had not read this article at the time of the conversation but I had;
 - (g) at 2.06 pm while I was on the phone to Mr Ahern, I sent an email to Mr Ahern with the subject line "Crikey article" and the body of the email contained a link to an article published on Crikey.com on 13 December 2023, co-authored by Ms Lattouf (a copy of that email is in **Exhibit EG-01 at Tab 6**);
 - (h) Mr Ahern suggested that it would be best if Ms Lattouf limited her use of social media whilst with us for the week so as to not give any ammunition for further complaints; and
 - (i) Mr Ahern asked me to '*please have a word with Antoinette about her social media*' and said that I should tell Ms Lattouf to '*keep a low profile and not post anything controversial*'.
36. Prior to that phone call, I had read the article that Ms Lattouf had co-authored for *Crikey* which I linked to Mr Ahern in my email referred to at paragraph [35(g)], which I thought was a good and interesting piece of journalism. It is possible, although I cannot specifically recall, that I expressed a positive sentiment consistent with that view to Mr Ahern when discussing the article.
37. At some time in the afternoon on Monday, 18 December 2023, in response to Mr Ahern's question, in order to confirm whether Ms Lattouf had spoken about anything in relation to the Israel-Gaza conflict, I reviewed the 'program rundown' for Monday, 18



December 2023 (see **Exhibit EG-01** at **Tab 4**) and I listened to a portion of a recording of the *Mornings* show from that morning.

38. I saw that there was a topic on the program rundown which said '*Boycotts/buycotts, how do they work?*' and that the guest was someone from Queensland University of Technology.
39. I listened to the segment about the concept of 'Boycott/Buycott'. Ms Lattouf and the guest discussed an example of the clothing store Zara using images that could be considered as relating to the Israel Gaza conflict and facing a boycott outside their stores. They had a broad discussion about whether it made any difference to boycott or buycott companies. I considered that there was nothing controversial in what Ms Lattouf had discussed on the topic of Boycott/Buycott.
40. I saw that there was a topic on the program rundown about second hand trauma and how to cope with viewing disturbing news and images online. I listened to a portion of the show where that topic was discussed and heard that Ms Lattouf talked about images from the Israel-Gaza conflict and I recall she may have read out part or all of a text message from a listener on that topic (but I cannot now recall what, if anything, was read out). I considered that there was nothing controversial in what Ms Lattouf said.
41. I confirmed that there was nothing else in the program rundown that I needed to listen to. I was satisfied that there was nothing could be considered controversial in the topics discussed by Ms Lattouf during the show on Monday, 18 December 2023.
42. Around the same time, I also checked the "text line" (the method by which callers can interact with the show live by sending text messages) to see if any complaints had been made about Ms Lattouf or if any comments had been made about the Israel-Gaza conflict during her show on Monday, 18 December 2023. I did not find any complaints about Ms Lattouf or any untoward comments.
43. I recall that around this time I looked at Ms Lattouf's profile on X (formerly Twitter) and read a couple of recent posts from approximately the beginning of December 2023. I do not recall specifically what I reviewed other than the work that Ms Lattouf had done for *Crikey* in relation to the protests at the Opera House.
44. At 2.36 pm on Monday, 18 December 2023, I called Mr Ahern to inform him regarding the enquiries I had made and to seek clarification of what I should say to Ms Lattouf. I can see from reviewing my phone log records that our conversation lasted for about



eight (8) minutes. I do not recall whether we spoke about other matters apart from Ms Lattouf during this call, but it is likely that we did speak about other work matters.

45. At 3.35 pm on Monday, 18 December 2023, I called Mr Ahern again and we spoke for about six (6) minutes (according to my phone logs). I do not recall whether we spoke about other matters apart from Ms Lattouf during this call, but it is likely that we did speak about other work matters. During this call I sought further clarification and guidance from Mr Ahern before intending to have a conversation with Ms Lattouf. It was not unusual for me to call Mr Ahern multiple times throughout the day as part of our normal working relationship. Mr Ahern confirmed the same approach that had been discussed in our previous two phone calls.
46. While I was on the phone to Mr Ahern (either during the conversation referred to at paragraph [44] or the conversation referred to at paragraph [45]), I wrote down two points on my notebook in preparation for my conversation with Ms Lattouf, those were:

Perceived public position, gather that pro-Gaza

Ammunition – don't give ammunition best not to post whilst here

47. While I do not independently have a recollection of the actual words Mr Ahern used, because I wrote the note during my phone conversation with Mr Ahern, I am confident that the words that I wrote down are words that Mr Ahern used during that conversation. A photograph of my notebook page with these words is in **Exhibit EG-01** at **Tab 7**. The rest of the words on that page of my notebook are my notes regarding other matters not related to Ms Lattouf and for that reason have been redacted.
48. At 3.42 pm on Monday, 18 December 2023, I called Ms Lattouf and she did not answer. Ms Lattouf returned my call at 3.44 pm. My phone records indicate that we spoke for five (5) minutes. During my call with Ms Lattouf, I had in front of me the two points that I had written down during my conversation with Mr Ahern (see paragraph [46] above). While I do not now recall the precise words used, to the best of my recollection Ms Lattouf and I had a conversation with words to the following effect (the **Monday Conversation**):

Me: I have been told there have been a number of complaints about you being on air because of a perceived stance on the Israel/Palestine conflict based on your social media posts.



As you know, the ABC has strict editorial guidelines. So you just need to be mindful about what you're posting. It's all about a perception of bias.

Ms Lattouf: What kind of complaints?

Me: I haven't seen the complaints but I have been told about them, I imagine they're from lobbyists.

Ms Lattouf: Have I done anything wrong on air?

Me: No, you didn't do anything wrong on air, you were balanced while on air.

Ms Lattouf: Well it doesn't surprise me there are complaints about me.

Me: I wanted to talk to you because these complaints have apparently happened so we need to address it.

Ms Lattouf: Thanks for letting me know, I appreciate the situation

Me: Obviously as an ABC presenter, you need to be impartial, that includes on social media. I wouldn't give anyone any ammunition for complaints, so would be best if you don't post anything related to the Israel/Palestine situation on social media whilst you're with us

Ms Lattouf: I think it's a bit unfair to ask me not to tweet or post at all. What if I stick to completely factual information from reputable sources, like an Amnesty International Report? If another journalist dies, I can't just say nothing. I would share something from the committee to protect journalists. Of course I will be fair and balanced.

Me: I understand. If something is fact based and from a verified source I am sure it would be fine, but best not to post anything that would be considered controversial while you're with us.



49. The sole reason why I had the Monday Conversation with Ms Lattouf was to comply with the instruction given to me by Mr Ahern to which I have referred in paragraph [35(i)]. With hindsight, I accept that when I said to Ms Lattouf words to the effect of *'if something is fact based and from a verified source I am sure it would be fine'*, I was saying something that I had not been instructed to say by Mr Ahern or anyone else. I did so because I was responding, on the spot, to a question from Ms Lattouf. My response was an expression of my personal view, based on my knowledge and experience as a journalist. I immediately sought to qualify my response by saying something to the effect of *'but best not to post anything that would be considered controversial while you're with us'*.
50. On Thursday, 21 December 2023, Mr Ahern recommended that I write down a note of what was said during the Monday Conversation, so I wrote a file note. A copy of an email to Ms Vanessa MacBean with that note is in **Exhibit EG-01 at Tab 8**. That note was not written in direct speech and does not purport to accurately record actual words said, but it generally accords with my memory of the Monday Conversation.
51. In my email at **Tab 8**, I wrote *'better not to post anything that could be perceived as unbalanced'*. My best recollection at the time of making this affidavit is that during the Monday Conversation I said something like *'best not to post anything that would be considered controversial'*.
52. I considered that, in context, the words *'unbalanced'* and *'controversial'* are to the same effect. That is, given that Ms Lattouf had previously publicly expressed partial views on the Israel-Gaza conflict, if Ms Lattouf was to post anything about the Israel-Gaza conflict at all while she was with us, any content that Ms Lattouf posted about that matter could be perceived as unbalanced. That would be controversial because of the standards of impartiality that apply to the ABC and its employees.
53. At some time on the afternoon of Monday, 18 December 2023, in person, I asked Ms O'Shea to send me a copy of Ms Lattouf's contract because I wanted to check whether her contract included reference to the ABC's policies, specifically the ABC's Personal Use of Social Media Guidelines. At 3.50 pm on Monday, 18 December 2023, I received an email from Ms O'Shea enclosing a copy of Ms Lattouf's casual employment agreement which I understood to be in response to my request. A copy of that email is in **Exhibit EG-01 at Tab 9**. From reading the contract I was satisfied that Ms Lattouf was obliged to comply with the ABC's Personal Use of Social Media Policy because it says *'You must comply with the ABC's Code of Conduct and all other ABC Policies as*



amended from time to time, including Editorial Policies. Copies of these are available from ABC People & Culture and the ABC Intranet. It is your obligation to familiarise yourself with these policies including any changes made during your employment.

54. At 9.49 pm on Monday, 18 December 2023, I received an email from Ms Lattouf in which she gave me a “heads up” in relation to a story that was soon going to be published by the Woman’s Agenda Newsletter, to which Ms Lattouf had provided comments on the morning of Monday, 18, December 2023. I did not respond to that email on Monday, 18 December 2023 because it was late at night and because I wanted to see what Mr Ahern had to say about it. This is contained in **Annexure “AL-7”** of the Lattouf Affidavit.
55. At 10.12 pm on Monday, 18 December 2023, I forwarded Ms Lattouf’s email to Mr Ahern, copying Mr Spurway, Head, ABC Radio Sydney. A copy of that email is in **Exhibit EG-01 at Tab 10.**
56. At 10.30 pm on Monday, 18 December 2023, I received an email from Mr Ahern to me, copy to Mr Spurway. Mr Ahern attached a screenshot of a social media post by Ms Lattouf and asked me to ask Ms Lattouf for an explanation of that post on Tuesday, 19 December 2023. I read this email either at the time of receiving it, or the following morning. A copy of that email is in **Exhibit EG-01 at Tab 11.**

TUESDAY, 19 DECEMBER 2023

57. On Tuesday, 19 December 2023, Ms Lattouf presented her second show on *Mornings*. A screenshot of the program rundown from the ENPS system showing the topics discussed during the *Mornings* programme on Tuesday, 19 December 2023 is in **Exhibit EG-01 at Tab 12.**
58. At 6.51 am on Tuesday, 19 December 2023, I received an email from Mr Ahern which provided further context to the social media post that was discussed in the email chain referred to at paragraph [56] above. Mr Ahern advised me that he was seeking further advice and that I did not need to speak to Ms Lattouf about the post at this time (superseding his previous instruction from the night before). A copy of that email is in **Exhibit EG-01 at Tab 13.**
59. At 11.10 am on Tuesday, 19 December 2023, Ms Lattouf texted to me a link to a story published on womensagenda.com.au which I understood to be what Ms Lattouf had been referring to in the email at **Annexure “AL-7”** of the Lattouf Affidavit. A screenshot of that text message is in **Exhibit EG-01 at Tab 14.**

60. At approximately 12.00 pm on Tuesday, 19 December 2023, I missed a call from Ms Lattouf because I was in a meeting. A screenshot of my phone records which show this call is in **Exhibit EG-01** at **Tab 15**.

61. A short time after that missed call, on Tuesday, 19 December 2023, I spoke with Ms Lattouf in my office at the ABC Sydney Radio station (the **Tuesday Conversation**). During the Tuesday Conversation:

- (a) we talked about the show that Ms Lattouf had presented that morning and planning for Ms Lattouf to present the show on Wednesday, 20 December 2023;
- (b) I acknowledged Ms Lattouf's email to me at 9.49 pm on Monday, 18 December 2023, and her text message to me at 11.10 am on Tuesday, 19 December 2023, with words to the effect of:

Me: Sorry I haven't emailed you back, I've checked with Mark and Steve and that is fine, just remember our conversation from yesterday, it would be a good idea to keep a low profile, best not to post anything.

- (c) also during that conversation, Ms Lattouf raised a question with words to the effect of:

Ms Lattouf: Are you saying that I cannot post if another journalist dies?

Me: I think it would be okay if you reposted from a verified source, but I think it would be better if you held off whilst you're with us.

The Tuesday Conversation is also referred to in my file note which is at **Tab 8**.

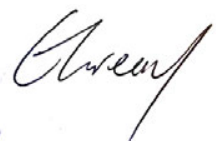
62. At 1.20 pm on Tuesday, 19 December 2023, I received an email from Mr Ahern to me, copy to Mr Spurway regarding the production team being vigilant in their use of the 'dump button'. I responded to Mr Ahern's email, copy to Mr Spurway at 1.21 pm and Mr Ahern responded to me, copy to Mr Spurway at 1.22 pm. Those emails are contained in a chain of emails in **Exhibit EG-01** at **Tab 16**.

63. At 1.43 pm on Tuesday, 19 December 2023, I sent an email to Mr Ahern and Mr Spurway in which I copied and pasted some feedback about Ms Lattouf that had been received via the text line. It was not unusual for me to send emails of this nature to Mr

Ahern to share with him feedback from the listeners. A copy of that email is in **Exhibit EG-01** at **Tab 17**.

WEDNESDAY, 20 DECEMBER 2023

64. On Wednesday, 20 December 2023, Ms Lattouf presented her third show on *Mornings*. A screenshot of the program rundown in the ENPS showing the topics discussed during the *Mornings* programme on Wednesday, 20 December 2023 is in **Exhibit EG-01** at **Tab 18**.
65. On Wednesday, 20 December 2023, I attended the all-station meeting which happens regularly on a Wednesday between 11.30 am and 12.00 pm. Mr Ahern, Mr Spurway, Ms Lattouf and others were at that meeting.
66. On Wednesday, 20 December 2023, shortly after the all-station meeting, while I was in Mr Spurway's office with Mr Spurway and Ms O'Shea, I received an unscheduled Microsoft Teams call from Ben Latimer, Head of Audio Content. I answered the call from my mobile phone and stepped out of Mr Spurway's office and back into my office.
67. Mr Latimer, Mr Ahern and a person who I had not met before but who I now understand to be Simon Melkman, Acting Editorial Policy Director, were already present on the video call. While I was present on that call:
- (a) Mr Latimer, Mr Ahern and Mr Melkman were talking amongst themselves and Mr Melkman said that I had given Ms Lattouf a 'direction' or 'directive' not to post on social media (I cannot now recall whether Mr Melkman used the term 'direction' or 'directive');
 - (b) I told the group that I had not given any 'directive' to Ms Lattouf. I explained that I had had 'spoken with' or 'had a word with' Ms Lattouf and advised her against posting on social media while she was presenting *Mornings*, but that I did not consider my conversation with Ms Lattouf about posting on social media to have been a 'direction'. This is because I wanted to communicate to them that I had not told Ms Lattouf that she would suffer some adverse consequence if she didn't do what had told her. In my mind, for me to have issued a 'directive' I would have explicitly stated what the consequences would be if that instruction was not followed, which I did not explicitly state to Ms Lattouf in the Monday Conversation or the Tuesday Conversation ;



- (c) I asked the group what Ms Lattouf had posted that was causing concern;
 - (d) I was told by Mr Latimer that it was something that Ms Lattouf had posted on her Instagram story; and
 - (e) I was asked to leave the call because Mr Oliver-Taylor was about to join.
68. When I joined this video call, I had not seen Ms Lattouf's Instagram story. While listening to the discussion referred to at paragraph [67(a)], on my phone I opened Instagram to look at Ms Lattouf's Instagram story. I saw that Ms Lattouf had re-posted a video published by Human Rights Watch (**HRW**).
69. My initial thoughts were that it was not ideal that Ms Lattouf had re-posted the HRW video (because, irrespective of whether it was from a reputable source, it was related to the Israel-Gaza conflict), but I considered that HRW was a reputable source. Soon after the video call I watched the full HRW video and I did not think that the content of the post itself was problematic.
70. On Wednesday, 20 December 2023, from approximately 1.00 pm I attended a meeting in person at the ABC Sydney Radio Station with Mr Ahern, Mr Spurway and Ms O'Shea in Mr Spurway's office, regarding planning for 2024.
71. During that meeting, Mr Ahern received a brief phone call, which he answered while he was in the room with Mr Spurway, Ms O'Shea and me. I could not hear what was said to Mr Ahern by the person on the other end of the phone. I heard Mr Ahern say '*right, okay*'.
72. After hanging up from that call Mr Ahern informed Mr Spurway, Ms O'Shea and me that a decision had been made that Ms Lattouf would not present the *Mornings* program on Thursday, 21 December 2023 and Friday, 22 December 2023. I said to Mr Ahern words to the effect of '*I disagree, for the sake of two days, it would be better to just keep her on air*' and '*the Human Rights Watch story has been on the ABC and the BBC this morning, I don't see what is wrong with it*'. Mr Spurway also said something at this point and my recollection is that he generally agreed with me.
73. However, I was not authorised to make the decision and I did not do so. My understanding was that neither Mr Ahern nor Mr Spurway were authorised to make the decision and my understanding was that they did not do so. Mr Ahern asked me and Mr



Spurway to stay while he spoke to Ms Lattouf. Ms O'Shea left Mr Spurway's office. I observed Mr Ahern write some notes on a loose piece of paper.

74. At approximately 1.30 pm, while Mr Ahern, Mr Spurway and I were in Mr Spurway's office, Mr Ahern asked Ms Lattouf to join us for a discussion in Mr Spurway's office (**Relevant Meeting**). She did so. Although I cannot recall the precise words used, the conversation was to the following effect:

Mr Ahern: [To Ms Lattouf] *Unfortunately, as a result of a specific social media post which you have shared on Instagram, we won't require you to go on air for Thursday and Friday.*

Ms Lattouf: *Me and Elizabeth had that discussion, and I was told it was okay to post from a verified source.*

Mr Ahern: *You were asked not to post, and now you have posted the Human Rights Watch post.*

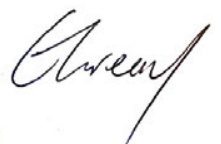
Ms Lattouf: *But we haven't even talked about Gaza on the show. We have been talking about nectarines and Christmas movies.*

Mr Ahern: *It calls into question the ABC's impartiality. There's no rush, you can go and get your stuff and say your goodbyes to your team.*

Mr Spurway: *I'm sorry.*

Me: *I'm sorry this has happened.*

75. I did not take any notes during the Relevant Meeting.
76. Ms Lattouf left the meeting and went to the 'Mornings production area'. I saw Ms Lattouf speak to Yusuke Aso (Producer), Michaela Morgan (Producer) and Ella Mccrindle (Junior Producer), but I did not hear what was said.
77. Soon afterwards, I met Ms Lattouf in the reception area as she was preparing to leave the building. The reason I went to meet Ms Lattouf before she left was because she looked really upset and I wanted to check she was okay. Ms Lattouf and I went into a nearby boardroom which was empty at the time and shut the door for privacy because she was crying (the boardroom is a thoroughfare to go to the toilets so I didn't want



people walking through). We stood in the empty boardroom and had a short discussion (**Subsequent Discussion**).

78. Ms Lattouf was crying when we entered the boardroom together and at times throughout the Subsequent Discussion. I picked up a box of tissues and offered Ms Lattouf a tissue. I also cried at some point during the Subsequent Discussion because it was emotional, I always cry when other people are crying, and I felt sorry for her.
79. The Subsequent Discussion was to the following effect:

Me: I am so sorry. I did try to stop this from happening. There was pressure from Monday about you being on-air.

Ms Lattouf: What was it that I posted that was the problem?

Me: I understand it's the human rights watch post because it was considered unbalanced.

Ms Lattouf: Was it Steve's decision?

Me: No it wasn't. These kinds of decisions are big decisions and they are referred upwards. It could have been referred up as high as David Anderson's office.

Ms Lattouf: This always happens to me. It doesn't surprise me. Does this mean I will never work at the ABC again?

Me: Not if I can help it. We will have to talk about that but I would love to have you back. Do you need any help getting home? Do you want me to call you a cab?

Ms Lattouf: I'll be fine. You've got a great team there.

Me: Yeah I know.

80. Ms Lattouf and I exited the boardroom and walked together to the reception area. Before Ms Lattouf went through the doors towards the lift area, I said words to the effect of:

Me: I am sorry this has happened. Have a good Christmas and speak soon.



81. During the Subsequent Discussion, when I said words to the effect of *'I did try to stop this from happening'* I was referring to what I had said to Mr Ahern before the Relevant Meeting (see paragraph [72] above) and to the fact that I had spoken positively regarding Ms Lattouf's performance on-air to Mr Ahern in our discussions and provided feedback to Ms Lattouf.
82. During the Subsequent Discussion, when I said words to the effect of *'there was pressure from Monday about you being on-air'* I was referring to the fact that Mr Ahern had told me on Monday, 18 December 2023 that the ABC had received a number of complaints about Ms Lattouf being on air.
83. During the Subsequent Discussion, when I said words to the effect of *'it could have been referred up as high as David Anderson's office'*, I had no knowledge of whether, and no one had told me whether, the decision had in fact been made by Mr Anderson.
84. On 27 December 2023 at 10.55 am, I wrote a note regarding the Subsequent Discussion in the notes section on my iPad. A copy of that note is in **Exhibit EG-01** at **Tab 19**.
85. At 2.53 pm on Wednesday, 20 December 2023, I received a text message from Ms Lattouf. At 3.00 pm I responded via text message to Ms Lattouf. This exchange is contained at **Annexure "AL-10"** to the Lattouf Affidavit.
86. At 5.23 pm on Wednesday, 20 December 2023, I received an email addressed to myself, Mr Ahern and Mr Spurway from Ms Lattouf, which is contained at **Annexure "AL-11"** to the Lattouf Affidavit. Mr Ahern asked me not to respond to this email. I did not and have never responded to that email.
87. I have not communicated with Ms Lattouf in any form since the text message referred to at paragraph [85] above.

MY REASONS

88. Nothing that I thought, did or said in relation to Ms Lattouf between 18 to 20 December 2023 involved any consideration, or in any way took into account, anything that I knew about the fact or content of any political opinions that Ms Lattouf had or may have had, or her race or national extraction (including that Ms Lattouf has a Lebanese and/or Arab and/or Middle Eastern heritage and that she is a descendant of foreign immigrants). None of those matters were reasons for anything that I thought, did or said in relation to Ms Lattouf between 18 and 20 December 2023.



RESPONSE TO THE APPLICANT'S AFFIDAVIT

Preliminary

89. I refer to paragraph [18] of the Lattouf Affidavit which refers to a meeting in late September 2022. A meeting consistent with that appears in my calendar but I do not have specific recollection of the meeting referred to in paragraph [18] of the Lattouf Affidavit. However, I have conversations to a similar effect with many casual presenters, so it is possible I may have had a conversation with Ms Lattouf to that effect. I do not think I would have used the words "part of the 702 family" because it is not something that it would be my practice to say.
90. In relation to the description of my role at paragraph [18] of the Lattouf Affidavit, I am not the 'manager of local radio'. My role is Content Director as I have described at paragraphs [8] to [11] of this affidavit. The reporting lines for producers and presenters of ABC Radio Sydney depends on the employee's 'band' and is either to myself or to the Local Manager, ABC Radio Sydney, who at the relevant time was Mr Spurway (but while some persons report to me, the Local Manager has authority to overrule my decisions) .

Ms Lattouf's engagement

91. I refer to paragraph [20] of the Lattouf Affidavit which refers to a telephone conversation between myself and Ms Lattouf on 17 November 2023. I recall that the conversation was to the effect set out in paragraph [19] of this affidavit.

Monday, 18 December 2023

92. I refer to paragraphs [26] – [27] of the Lattouf Affidavit which refer to a conversation between myself and Ms Lattouf on 18 December 2023. I recall that the conversation was to the effect set out in paragraphs [48] – [52] of this affidavit.

Tuesday, 19 December 2023

93. I refer to paragraph [29] of the Lattouf Affidavit which refers to a conversation between myself and Ms Lattouf on 19 December 2023. I disagree with what Ms Lattouf says in that paragraph in the following respects:

- (a) Ms Lattouf did not have a 'usual shift', as she was a casual fill-in presenter filling in for five (5) shifts during the holiday programming period;



- (b) I did not have a conversation with Ms Lattouf when she arrived for her shift on Tuesday, 19 December 2023. Ms Lattouf's rostered shift was to commence at 6.00 am and I did not arrive at the station until at or around 9.00 am on Tuesday, 19 December 2023; and
- (c) I do not recall a conversation to the effect that is set out in paragraph [29] of the Lattouf Affidavit. I refer to paragraph [61] of this affidavit for my evidence regarding the conversation that I recall with Ms Lattouf on 19 December 2023.

Wednesday, 20 December 2023

94. I refer to paragraphs [37] - [42] of the Lattouf Affidavit which relate to what occurred during the Relevant Meeting. The account there given of the Relevant Meeting is not correct. The discussion during the Relevant Meeting was to the effect set out in paragraph [74] of this affidavit. In addition to what I have there said:
- (a) I would describe the office in which the Relevant Meeting occurred as Mr Spurway's office, because Mr Spurway was the Manager of ABC Radio Sydney at the relevant time.
- (b) In relation to paragraph [41], I do not recall Mr Ahern showing Ms Lattouf any Instagram post during the Relevant Meeting.
- (c) In relation to paragraph [42], I did not say, '*Yes, I've told them that I said that*' or any words to that effect. The only words I recall saying during the meeting are '*I'm sorry this has happened*'.
95. I refer to paragraphs [43] - [44] of the Lattouf Affidavit which relate to what happened immediately after the Relevant Meeting. I observed that Ella Mccrindle (Junior Producer) was also present in addition to Yusuke Aso (Producer) and Michaela Morgan (Producer). I refer to paragraph [76] of this affidavit.
96. I refer to paragraph [46] of the Lattouf Affidavit which relates to the Subsequent Discussion. I reject this account of the conversation between me and Ms Lattouf. It is not correct. The effect of the Subsequent Discussion was as set out at paragraphs [77] to [84] of this affidavit. In addition to what I have there said:
- (a) I did not say, '*I tried to stop them. This is coming from higher up*'. I said, '*I did try to stop this from happening*'. Later, during the Subsequent Discussion, in response to the question from Ms Lattouf '*Was it Steve's decision?*', I said,

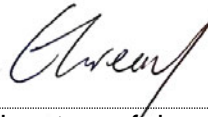


'These kinds of decisions are big decisions and they are referred upwards. It could have been referred up as high as David Anderson's office';

- (b) my recollection is that Ms Lattouf did not say anything to the effect of, *'I just don't understand. How did it breach the social media policy? I just shared the Human Rights Watch post like we agreed.'*;
- (c) my recollection is that Ms Lattouf did not say anything to the effect of, *'How do you make starvation balanced?'*;
- (d) I did not say anything to the effect of, *'They were going to try and get rid of you on Tuesday'*. I said words to the effect of, *'There was pressure from Monday about you being on-air'*; and
- (e) I did not say anything to the effect of, *'I trained you, I picked you and I believe in you.'*

Affirmed by the deponent
 at Sydney
 in New South Wales
 on 14 October 2024
 Before me:

)
)
)
)
)



Signature of deponent
 Elizabeth Green

Signature of witness

Mary-Anne Rossi Nolan

Qualification of witness: An Australian Legal Practitioner within the meaning of the *Legal Profession Uniform Law* (NSW).

This document was signed in counterparts and witnessed over audio-visual link in accordance with Part 2B of the *Electronic Transactions Act 2000* (NSW) with the deponent in Sydney and the witness in Sydney.

Form 59
Rule 29.02(1)

Exhibit
EG-01

No. NSD189 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: Fair Work

Antoinette Lattouf
Applicant

Australian Broadcasting Corporation
Respondent

This is the exhibit marked "**EG-01**" referred to in the Affidavit of Elizabeth Green affirmed on 14 October 2024 in Sydney, New South Wales.

Before me:

Signature of witness

Name of witness: Mary-Anne Rossi Nolan
Qualification of witness: An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (NSW)

This affidavit was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Form 59
Rule 29.02(1)

Exhibit
EG-01

No. NSD189 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: Fair Work

Antoinette Lattouf
Applicant

Australian Broadcasting Corporation
Respondent

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Signature of witness

Name of witness: Mary-Anne Rossi Nolan
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Index to Exhibit EG-01

Tab	Date	Document
1.	13 December 2023, 3.51 pm	Email from E.Green to A.Lattouf
2.	14 December 2023, 9.27 am	SMS text message from A.Lattouf to E.Green
3.	15 December 2023, 5.06 pm	Email from E.Green to A.Lattouf
4.	18 December 2023	Program rundown
5.	18 December 2023, 1.52 pm	Email chain forwarded by S.Ahern to E.Green
6.	18 December 2023, 2.07 pm	Email from E.Green to S.Ahern containing link to article published on Crikey.com, co-authored by A.Lattouf
7.	18 December 2023	E.Green's notes made during E.Green's telephone conversation with S.Ahern on 18 December 2023
8.	21 December 2023, 11.59 am	Email from E.Green to V.MacBean with file note of conversation between E.Green and A.Lattouf on 18 December 2023
9.	18 December 2023, 3.50 pm	Email from J.O'Shea to E.Green enclosing copy of A.Lattouf's casual employment agreement
10.	18 December 2023, 10.12 pm	Email from E.Green to M.Spurway forwarding email from A.Lattouf
11.	18 December 2023, 10.30 pm	Email from S.Ahern to E.Green, copy to M.Spurway, attaching screenshot of social media post by A.Lattouf
12.	19 December 2023	Program rundown
13.	19 December 2023, 6.51 am	Email from S.Ahern to E.Green
14.	19 December 2023, 11.10 am	SMS text message from A.Lattouf to E.Green
15.	19 December 2023	E.Green phone records
16.	19 December 2023, 1.20 pm – 1.22 pm	Email chain between S.Ahern and E.Green, copy to M.Spurway
17.	19 December 2023, 1.43 pm	Email from E.Green to S.Ahern and M.Spurway
18.	20 December 2023	Program rundown
19.	27 December 2023, 10.55 am	File note of conversation between E.Green and A.Lattouf on 20 December 2023

From: Elizabeth Green
Sent: Wednesday, December 13, 2023 3:51 PM
To: [REDACTED]
Cc: Julia O'Shea <OShea.Julia@abc.net.au>
Subject: FW: ABC Radio Sydney

Hi Antoinette, looking forward to seeing you tomorrow.. when you come in you will find that there are only a few people around as we have an off site meeting in the morning. I have booked main studio 1100-1230 for you to have a play around in... would you like a tech person there? Everyone will be back at 12ish so we can catch up then. Give me a call if any probs.

Cheers
Elizabeth

Elizabeth Green
Content Director
[ABC Radio Sydney \[abc.net.au\]](mailto:OShea.Julia@abc.net.au)
P: [REDACTED]
A: PO Box 9994, Ultimo, Sydney 2001



[\[abc.net.au\]](http://abc.net.au)

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

From: Julia O'Shea
Sent: Monday, November 27, 2023 12:55 PM
To: Antoinette Lattouf [REDACTED]
Cc: Elizabeth Green <Green.Elizabeth@abc.net.au>; Radio Sydney Support <RadioSydneySupport@abc.net.au>
Subject: RE: ABC Radio Sydney

That's great Antoinette, thank you!

Aidan can you please process the Modify Access per Antoinette's note below?

Julia



[\[abc.net.au\]](http://abc.net.au)

Julia O'Shea
Planning Coordinator | [ABC Radio Sydney \[abc.net.au\]](http://ABC.Radio.Sydney.abc.net.au)
ABC Content Division
Sydney | Gadigal Land | She/Her
T: [REDACTED] or [Microsoft Teams](#)

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

From: Antoinette Lattouf [REDACTED]
Sent: Monday, November 27, 2023 11:41 AM
To: Julia O'Shea <OShea.Julia@abc.net.au>
Cc: Elizabeth Green <Green.Elizabeth@abc.net.au>
Subject: Re: ABC Radio Sydney

Thanks Julia. I have received the contract and replied to Aidan.

I also called security because I still have my old pass.

They said rather than go through the process again because I'm in the system still - to please send them a "modify access request" with the dates required.

My pass for reference is below



Sent from my iPhone

On 24 Nov 2023, at 3:38 pm, Julia O'Shea <OShea.Julia@abc.net.au> wrote:

Hi Antoinette,

So looking forward to having you back!

1. The summer roster still has a few pieces to finalise but it's likely your producers will be Yuske Aso, Michaela Morgan and Ella McCrindle. Yuske and Michaela have been working with Sarah Macdonald this year. Ella will be junior producer having joined Radio Sydney as a casual in September. Will let you know if any changes.
2. Absolutely re Thurs 14th planning. Studio 220 is booked for you between 11 and 1230.
3. The band and point is 7.31. Hourly rate is \$52.72 plus a 15% penalty for the 0600 start.

Your new casual engagement terms and conditions will come through from my colleague Aidan – is going through the pipeline as we speak.

Thanks Antoinette! Have a great weekend.

Julia



abc.net.au

Julia O'Shea

Planning Coordinator | [ABC Radio Sydney \[abc.net.au\]](http://ABC.Radio.Sydney.abc.net.au)

ABC Content Division

Sydney | Gadigal Land | She/Her

T: [REDACTED] [Microsoft Teams](#)

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

From: Antoinette Chiha Lattouf [REDACTED]
Sent: Friday, November 24, 2023 1:37 PM
To: Julia O'Shea <OShea.Julia@abc.net.au>
Cc: Elizabeth Green <Green.Elizabeth@abc.net.au>
Subject: Re: ABC Radio Sydney

Hello!
Bumping this up.
A

On Mon, Nov 20, 2023 at 11:16 AM Antoinette Chiha Lattouf [REDACTED] wrote:

Hello Elizabeth and Julia,

I would be delighted to host ABC Mornings from **Monday 18th - Friday 22nd December** and yes, I still have my ABC pass.

Some questions from me:
- Which producers will I be working with?

- Am I able to also do a shift on **Thursday 14th** where I plan some segments for the following week and have a little play in the studio between 11 and 1230
- What is the presenter's **pay rate and band**?

I look forward to hearing from you and jumping back into the studio.

Antoinette

Yes I still have my ABC pass.

ANTOINETTE LATTOUF

www.antoinettelattouf.com

Co-host | [The Briefing Podcast](#)

Presenter & Speaker | [CMC Talent](#)

TEDx Sydney | [2022 talk here](#)

Author | [How to Lose Friends and Influence White People](#)

[Columnist](#) | [Charity Co-Founder](#) | [Mental Health Ambassador](#)

AFR's 100 Women of Influence



I respectfully acknowledge the Traditional Owners of the land on which we work and learn, and pay respect to the First Nations Peoples and their elders, past, present and future.

On Fri, Nov 17, 2023 at 3:51 PM Julia O'Shea <OShea.Julia@abc.net.au> wrote:

Hi Antoinette,

Just a note that I'll be in touch on email next week with another set of ABC engagement Ts & Cs – a very similar process to that which you completed in November 2022.

Do you still have an ABC access pass handy? I'll ensure all your building and technology access is ready for w/c 11/12.

Have a great weekend!

Julia



[\[abc.net.au\]](http://abc.net.au)

Julia O'Shea

Planning Coordinator | [ABC Radio Sydney \[abc.net.au\]](http://abc.net.au)

ABC Content Division

Sydney | Gadigal Land | She/Her

T: [REDACTED] or [Microsoft Teams](#)

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

From: Elizabeth Green <Green.Elizabeth@abc.net.au>

Sent: Friday, November 17, 2023 1:17 PM

To: [REDACTED]

Cc: Julia O'Shea <OShea.Julia@abc.net.au>

Subject: ABC Radio Sydney

Hi Antoinette, good to chat on the phone. Confirming that we'd love you to present Mornings with us for the week commencing 18 December. The shift is 0600-1436 (with one hour break).

As discussed, would be great if you could come in for a studio refresh maybe the week before? The studio is generally free 1100-1230 except on Fridays so let me know when works.

Cheers

Elizabeth



[\[abc.net.au\]](http://abc.net.au)

Elizabeth Green

Content Director

[ABC Radio Sydney \[abc.net.au\]](http://abc.net.au)

[REDACTED]

A: PO Box 9994, Ultimo, Sydney 2001

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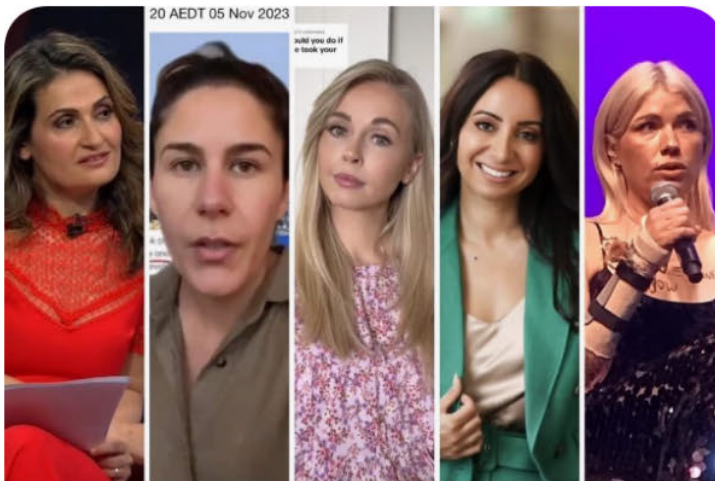
Antoinette Lattouf >

iMessage

Thu, 14 Dec at 9:27 am

Hi Elizabeth, I saw your email and I am in a very quiet office working away! I know you're all at training. See you after midday!

Tue, 19 Dec at 11:10 am



'No tactic is off the table': Women journalists call out mainstream media for 'targeted' accusations and '...'
womensagenda.com.au

Wed, 20 Dec at 2:53 pm



iMessage



TAB-3

From: Elizabeth Green
Sent: Friday, 15 December 2023 5:06 PM
To: [REDACTED]; Michaela Morgan; Yuske Aso
Subject: Next week

Hi, just to let you know that Mornings will be Statewide from 1000-1100 all next week so please welcome them and include in weather etc.

Thanks
Elizabeth



Elizabeth Green
Content Director
[ABC Radio Sydney](#)

[REDACTED]
A: PO Box 9994, Ultimo, Sydney 2001

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

TAB- 4

LR-SYD-Mornings [18/12/2023 9:00 AM] ☰ ×										
Story Slug	Segment	Guest	Notes	MOS Obj Slug	MOS Object Time	MOS Status	Writer	Break		
TEAM + CONTACTS										
8.30 NEWS HEADLINES										<input checked="" type="checkbox"/>
8.32 Traffic				TRAFFIC LONG 2020	2:25					<input type="checkbox"/>
8.32 What on earth is going on in Market Street		Rose Bolger ABC Sydney reporter/producer								<input type="checkbox"/>
8.40 Mozzies		Dr Cameron Webb, well-known mozzie expert at USYD								<input type="checkbox"/>
8.50 Human brain supercomputer		Professor André van Schaik, director of WSU's International Centre for Neuromorphic Systems								<input type="checkbox"/>
9AM NEWS										
9.05 Traffic				TRAFFIC LONG 2020	2:25					<input type="checkbox"/>
9.10 NSW POL		Max Maddison, State Political Reporter at the Sydney Morning Herald								<input type="checkbox"/>
9.25 CHAKA KHAN SONG				ITM EVERY WOMAN	3:57					<input type="checkbox"/>
News Headlines										
9.35 Second hand trauma		Arash Javanbakht, Director of Stress, Trauma, and Anxiety Research Clinic (STARC)								<input type="checkbox"/>
9.50 SAVAGE GARDEN SONG				TO THE MOON AND BACK	3:55					<input type="checkbox"/>
9.40 John Graham demerits read				TX Jenny Aitchison Safety TX John Graham Demerits	0:50 0:52					<input type="checkbox"/>
10AM NEWS										
10.05 Buycott boycott		Erin O'Brien, Associate Professor with the School of Justice at the Queensland University of Technology								<input type="checkbox"/>
10.20 ADELE SONG				AIR TO MAKE YOU FEEL MY LOVE	3:30					<input type="checkbox"/>
10.25 Next Goal Wins movie		Actors Oscar Kightley and David Fane	STUDIO							<input type="checkbox"/>
10.30 NEWS HEADLINES										
10.35 Bad XMAS MOVIES		Wenlei Ma, film and TV critic	STUDIO	AIR Miracle on 34th Street Faith AIR Love Actually grab AIR Kevin Home Alone	0:28 0:10 0:18					<input type="checkbox"/>
11AM NEWS										

TAB-5

From: Steve Ahern
Sent: Monday, 18 December 2023 1:52 PM
To: Elizabeth Green; Mark Spurway
Subject: Fw: Antoinette Lattouf

Follow Up Flag: Follow up
Flag Status: Flagged

Elizabeth,

Could you give me some feedback on the item in question please.

We will need to talk to Antoinette urgently about what she says about Gaza.

Thanks,
Steve



Steve Ahern
A/Head ABC Capital City Radio Network

M [REDACTED]
E ahern.steve@abc.net.au
W <https://www.abc.net.au/listen/radio>

From: Chris Oliver-Taylor <Oliver-Taylor.Chris@abc.net.au>
Sent: Monday, 18 December 2023 1:49 PM
To: Steve Ahern <Ahern.Steve@abc.net.au>
Cc: Ben Latimer <Latimer.Ben@abc.net.au>; Simon Melkman <Melkman.Simon@abc.net.au>; Sashka Koloff <Koloff.Sashka@abc.net.au>
Subject: Antoinette Lattouf

Hi Steve,

I have been forwarded a number of complaints this morning from the MD's office about Antoinette Lattouf and her position on the Israel/Gaza war. You may need to seek Simon Melkman or Sashka's advice here, but can we ensure that Antoinette is not and has not been posting anything that would suggest she is not impartial, I am concerned her public views may mean that she is in conflict with our own editorial policies, but Simon and Sashka would be able to advise. Can we also advise why we selected Antoinette as stand in host?

I am not suggesting we make any changes at this time, but the perceived or actual lack of impartiality of her views are concerning.

Thanks Steve

C



Chris Oliver-Taylor
Chief Content Officer

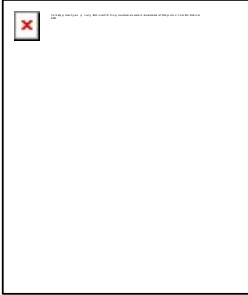
M: [REDACTED]

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

TAB-6

From: Elizabeth Green
Sent: Monday, 18 December 2023 2:07 PM
To: Steve Ahern
Subject: Crikey article

<https://www.crikey.com.au/2023/12/13/viral-footage-gas-the-jews-police-factcheckers-unverified/>



Elizabeth Green
Content Director
[ABC Radio Sydney](#)

P: [REDACTED]
A: PO Box 9994, Ultimo, Sydney 2001

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

A/ → perceived public position gather that
pro-Gaza.
→ ammunition - don't give ammunition
best not post whilst here

TAB-8

From: Elizabeth Green
Sent: Thursday, 21 December 2023 11:59 AM
To: Vanessa MacBean
Subject: File note re Antoinette Lattouf

Hi Vanessa, I had a phone conversation with Antoinette at 3.44pm on Monday (18th December).

I told her that the ABC had received some complaints about her being on-air in relation to her perceived stance on the Israel/Palestine conflict based on her social media posts. With that in mind, and that clearly the ABC has strict editorial guidelines, I advised that she should avoid posting anything related to the Israel/Palestine situation whilst she was with us for the week. Antoinette's response was a question about what she could post, using the example of a death of journalist or other fact based events. I said providing it was fact based or a verified source that was ok, however it might be better not to post anything that could be perceived as unbalanced whilst she was working with us.

My recollection is that we had another conversation in person in my office on Tuesday 19th December about her presentation and content in relation to radio craft and a part of that conversation was that we spoke again about balance.

Regards
Elizabeth



Elizabeth Green
Content Director
[ABC Radio Sydney](#)

P: [REDACTED]
A: PO Box 9994, Ultimo, Sydney 2001

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

TAB-9

From: Julia O'Shea
Sent: Monday, 18 December 2023 3:50 PM
To: Elizabeth Green
Subject: FW: Casual Employment at ABC LATTOUF-Antoinette-13122023-15948
Attachments: Casual Employment at ABC LATTOUF-Antoinette.docx

Copy-pasted into the word doc attached for searchability.

Nothing specifically about social media. External Work & Conflict of Interest might be most relevant clause.

Julia



Julia O'Shea
Planning Coordinator | [ABC Radio Sydney](#)
ABC Content Division
Sydney | Gadigal Land | She/Her
T: [REDACTED] or [Microsoft Teams](#)

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

From: Aidan Fonternel <Fonternel.Aidan@abc.net.au>
Sent: Monday, December 18, 2023 3:46 PM
To: Julia O'Shea <OShea.Julia@abc.net.au>
Subject: FW: Casual Employment at ABC LATTOUF-Antoinette-13122023-15948

From: Aidan Fonternel <Fonternel.Aidan@abc.net.au>
Sent: Friday, November 24, 2023 3:55 PM
To: [REDACTED]
Cc: Aidan Fonternel <Fonternel.Aidan@abc.net.au>
Subject: Casual Employment at ABC LATTOUF-Antoinette-13122023-15948



Dear ANTOINETTE LATTOUF,

Please reply with your agreement to the below terms and conditions, to this email address.

Your employment forms and onboarding tasks, including the Work, Health & Safety Induction training, will need to be completed online in our People Hub system. You will receive a separate 'Welcome to the ABC' email from People & Culture with instructions on how to log into People Hub.

If you do not receive this email within 2 hours (please check your spam/junk folder first) or if you require any assistance, please contact us at peopleandculture@abc.net.au or on (02) 8333 1155.

Proposed:

Job Role: Content Maker

Date of Agreement: 13/12/2023 (the terms and conditions in this letter apply to all casual work performed after this date)

Base Hourly Rate of Pay: \$52.72 Schedule A, 2 week rostered Casual Band 7

Please note that this email confirms the terms of engagement that will apply to any offers of casual employment from the ABC after the date of this email, and you will be taken to have accepted these terms if you perform any such work for the ABC. It does not constitute an offer or guarantee of employment with the ABC.

Your casual employment with the ABC is also covered by the ABC Enterprise Agreement 2022-2025 (EA), which is available at <https://www.abc.net.au/careers/pay-and-conditions/12007800> (but the EA does not form part of these terms).

1. BASIS OF ENGAGEMENT

You will be employed as a casual employee. The ABC is not obligated to offer, and you are not obligated to accept, any particular engagement or offer of work. There is no guarantee or commitment by the ABC that you will receive offers of work at any time or for any duration.

The terms and conditions in this email will apply if you are offered and accept a casual engagement. Each engagement that you accept will be separate and will cease at the end of that engagement without the need for any action by the ABC.

In relation to each engagement, you will be advised of:

- (a) the duration of the engagement;
- (b) the hours of work required;
- (c) the location(s) of work;
- (d) to whom you must report for work; and
- (e) the work to be performed.

Should you be offered and accept any further engagements then, unless you are advised otherwise, any such further engagements will be on the same basis as the initial engagement. However, at any time before an engagement commences, or during the period of an engagement, the ABC may advise you of changes to the above details.

2. PAYMENT

You will be paid as follows:

- (a) base hourly rate of pay \$52.72 per hour
- (b) casual loading \$13.18 per hour

In addition to the hourly rate you will receive, you will be entitled to receive payment of any entitlements to overtime, penalties, allowances, and other special rates under the EA.

To avoid doubt, the casual loading:

- (a) is payable only on the basis that, and only for so long as, you are employed on a casual basis;
- (b) is paid in satisfaction of any entitlement you have to receive casual loading under the terms of an applicable industrial instrument; and
- (c) may be used to set off against, or absorb, any later claim you make to take or be paid for any paid leave entitlements.

You agree that all amounts paid to you by the ABC in respect of your employment (including the base hourly rate of pay):

- (a) compensate you for all hours worked by you, including any reasonable additional hours and are paid in satisfaction of all obligations the ABC has under legislation, any industrial instrument or otherwise to make payments, or give benefits to, you (including, without limitation, minimum rates of pay, overtime, penalty rates, loadings or allowances); and
- (b) are specifically set off against, applied to and absorb any existing or newly introduced payments or benefits to which you are or may become legally entitled under any legislation, award, the Instrument or other industrial

instrument (howsoever described).

Where, in a given pay period, amounts paid to you by the ABC in respect of your employment exceed the total amounts payable to you under legislation, any industrial instrument and/or otherwise:

(a) if any amounts are owing to you by the ABC in respect of past pay periods, the excess amount will be applied in satisfaction of those obligations; and otherwise; and

(b) will be regarded as an advance payment which may be applied in satisfaction of any entitlement of any kind which arises at any future time under these terms, any industrial instrument, legislation, or otherwise.

3. PRE-EMPLOYMENT CONDITIONS

Your employment at the ABC is conditional upon you obtaining and maintaining a valid work visa status in Australia. In the event you are unsuccessful in obtaining a valid work visa status or the work visa status lapses, for whatever reason, the ABC will be unable to employ you under immigration legislation and any employment with the ABC will cease immediately. The ABC will not be held liable for any loss of salary, ex-gratia payments or costs incurred in repatriation should the above take place.

If your casual employment with the ABC involves working with children, you must obtain and provide evidence prior to commencing employment that you are in possession of a valid Working with Children Check issued by the relevant Child Protection Agency in your State or Territory. If you are unable to evidence a valid Working with Children's check your employment with the ABC will cease immediately.

If your casual employment with the ABC involves at the direction of the ABC, driving cars or heavy vehicles, you must be in possession and evidence that you have a valid driver's and/or appropriate vehicle class licence issued by the relevant Roads and Traffic Authority in your State or Territory. In the event that you lose your licence for any reason you must advise the ABC immediately. Loss of licence is considered critical to the inherent requirements of your role and will result in immediate termination of this employment agreement.

4. WORK HEALTH AND SAFETY

By accepting this offer of casual employment, you agree that the online Work Health and Safety Induction training in People Hub must be completed, prior to your commencement at the ABC.

5. PRIVACY STATEMENT

You acknowledge that the ABC may collect personal information about you to manage its activities and operations, including your employment. Further information about how your personal information is stored, used and disclosed is available in the ABC Privacy Policy.

6. SUPERANNUATION

In addition to your hourly rate of pay the ABC will make compulsory employer superannuation contributions on your behalf in accordance with relevant legislation.

7. ABC VALUES AND POLICIES

You must comply with the ABC's Code of Conduct and all other ABC Policies as amended from time to time, including Editorial Policies. Copies of these are available from ABC People & Culture and the ABC Intranet. It is your obligation to familiarise yourself with these policies including any changes made during your employment.

8. WORKPLACE SURVEILLANCE

The ABC is subject to overt workplace surveillance. You agree that you consent to this surveillance which is primarily undertaken to ensure the safety and security of ABC workplaces and the appropriate use of ABC resources. The overt surveillance is in the form of computer, internet usage and camera surveillance and is of an ongoing and continuous nature, in accordance with ABC policy as amended from time to time.

This surveillance is carried out by all means available to the ABC which may include: accessing your ABC email account; accessing your files; accessing your computer or other electronic devices and recording internet usage by you including remote access internet usage and accessing those records.

9. CONFIDENTIALITY & NON-DISCLOSURE

You must not at any time, either during your employment with the ABC or following its termination, disclose to any person (other than in the proper performance of your duties or if required by law) any confidential information about the ABC or its affairs acquired during the employment except with the prior written consent of the ABC's Divisional Director.

Confidential information about the ABC includes, but is not limited to, all trade and business secrets and any information of a commercial, operational, technical or financial nature, which is not publicly available, relating to the affairs or business of the ABC, its customers or suppliers.

The terms and conditions of this contract, other than in relation to remuneration, are confidential and may not be disclosed to any other person unless required by law or for the purpose of obtaining legal or financial advice in relation to its terms and/or implications.

Your obligations under this clause continue after the termination of your employment.

Upon termination of the employment, you must return to the ABC all documents and other material embodying any such confidential information.

10. OVERPAYMENT PROCEDURE

By accepting this offer of casual employment, you authorise the ABC to deduct from any amount payable to you by the ABC any overpayment made to you by the ABC in accordance with the ABC's Overpayment Recovery Guidelines. In the event that there is no amount payable to you by the ABC you agree to repay the ABC any overpayment made to you by the ABC in accordance with the ABC's Overpayment Recovery Guidelines. You acknowledge that this clause is principally for your benefit.

11. EXTERNAL WORK & CONFLICT OF INTEREST

You must ensure that any work you perform for other employers does not create any actual, potential or perceived conflict with any responsibilities and obligations you have to the ABC.

You must adhere to the ABC's Conflict of Interest Policy. You have a duty to declare to your manager, at the earliest opportunity, any real, perceived or potential incompatibility between your duties as an employee and your private interests.

12. INTELLECTUAL PROPERTY

You acknowledge and agree that any intellectual property rights in any original material created by you (either alone or with others) in the course of your employment with the ABC will vest in the ABC. You agree to sign any document or do anything necessary to give effect to this clause.

Any production in which you are concerned in any way may be broadcast, or communicated to the public, in any form direct and/or by delayed transmission from recordings made by any means and the ABC may use and authorise others to use any such recordings for whatever purposes are deemed acceptable to the ABC both during your employment with the ABC and after its termination.

By entering into this contract, you consent to the ABC (and ABC's licensees and successors in title) committing any act or omission that would otherwise constitute an infringement of your moral rights in any original material created by you in the course of your employment with the ABC.

13. TERMINATION

Any engagement may be terminated by either party with one hour's notice.

If either party gives such notice of termination, the ABC may bring your employment to an end immediately and make a payment to you in lieu of any outstanding period of notice.

On cessation of your employment you are to return promptly to the ABC all property of the ABC under your control or possession including (but not limited to) all files, correspondence, documents, lists, records, memoranda, computer disks and files, keys, credit cards, security cards, membership cards, mobile phones, other electronic

devices (including iPads) and motor vehicles.

After termination of your employment you must not make any adverse comment, publicly or otherwise, about the ABC and you must not represent yourself as being associated with the ABC, unless authorised by the Divisional Director.

14. NOTICE OF THE RIGHT TO SEEK CONVERSION TO ONGOING EMPLOYMENT

In accordance with clause 14.7 of the EA, offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the National Employment Standards, under the *Fair Work Act 2009* (Cth).

15. GENERAL

This contract (including any document referred to in this contract) contains the entire agreement between you and the ABC regarding your casual employment, and it replaces all prior or contemporaneous agreements, letters, understandings and representations regarding employment.

You acknowledge and agree that any grievances or disputes which arise in relation to your employment will be dealt with in accordance with Part O of the EA.

The terms of this contract of employment may be varied by agreement in writing between you and the ABC.

Whilst the provisions of the contract (including any document referred to in this contract) are considered reasonable by the parties, it is agreed that if any provision of this contract is held by a court having jurisdiction to be invalid, illegal, void or voidable, that provision will be deemed to be deleted to the same extent and effect as if it was never incorporated, and the remainder of the contract will continue in full force and effect.

Any failure by the ABC to exercise any of its rights in connection with any default or breach of this contract by you will not operate as a waiver of its rights in the event of any subsequent default or breach by you.

16. INDEMNITY

Subject to clause 16.3 and 16.4, the ABC will, to the extent allowed by law:

16.1 indemnify you in respect of any actions, suits, claims and demands for alleged defamation or injurious falsehood arising by reason of the production and/or broadcasting of any matter by the ABC; and

16.2 provide, at its expense, legal representation and meet the costs of any fines that may be imposed on you in respect of any action for contempt or criminal libel arising by reason of the production and/or broadcasting of any matter by the ABC.

The indemnities in clause 16.1 and 16.2 will only be available to you provided that:

16.3 you have complied with all applicable ABC policies and procedures in relation to the broadcasting of programs; and

16.4 the ABC retains absolute discretion in relation to all aspects of the resolution of any actions, suits, claims and demands (including defences or terms of settlement).

17. LIABILITY FOR DAMAGES

The ABC will not be liable in damages or otherwise for alleged loss of publicity or opportunity for you to enhance your professional reputation or for any other reason should a recording, broadcast or other scheduled event not take place as arranged for any reason whatsoever.

18. AGREEMENT

By performing work for the ABC, you acknowledge that:

(a) You are employed by the ABC as a casual in accordance with the ABC Enterprise Agreement 2022-2025 (as varied from time to time);

(b) You are employed by the ABC on a casual basis and nothing that the ABC does or omits to do indicates any commitment to ongoing permanent employment;

(c) You may be subject to overt workplace surveillance. The surveillance is for a range of reasons but primarily it is to ensure the safety and security of ABC workplaces and appropriate use of ABC resources. The overt surveillance is in the form of computer and video surveillance and is of an ongoing and continuous nature, in accordance with ABC policy as amended from time to time; and

(d) You will comply with ABC Policies as amended from time to time. You are aware that copies of these are available from your manager, your ABC People & Culture HR Team or the ABC Intranet.

19. FAIR WORK INFORMATION STATEMENTS

The ABC is required to give you copies of the:

- [Fair Work Information Statement](#)
- [Casual Employment Information Statement](#)

Each of the Statements can be accessed through the links above. By accepting this offer of casual employment, you acknowledge and agree that the ABC has given you copies of the Statements.

This is an automated message. Please do not reply if the sender is myRequests-noreply@abc.net.au.

For current ABC Staff

For more information, please refer to the relevant quick reference guide available on the [intranet](#).

For technical issues, please contact the Technology Helpdesk: Log a ticket via the [Technology Service Portal](#) or for urgent issues call 82-2001.

For non ABC recipients

For more information, please contact the sender of this email.

Dear ANTOINETTE LATTOUF,

Please reply with your agreement to the below terms and conditions, to this email address.

Your employment forms and onboarding tasks, including the Work, Health & Safety Induction training, will need to be completed online in our People Hub system. You will receive a separate 'Welcome to the ABC' email from People & Culture with instructions on how to log into People Hub.

If you do not receive this email within 2 hours (please check your spam/junk folder first) or if you require any assistance, please contact us at peopleandculture@abc.net.au or on (02) 8333 1155.

Proposed:

Job Role: Content Maker

Date of Agreement: 13/12/2023 (the terms and conditions in this letter apply to all casual work performed after this date)

Base Hourly Rate of Pay: \$52.72 Schedule A, 2 week rostered Casual Band 7

Please note that this email confirms the terms of engagement that will apply to any offers of casual employment from the ABC after the date of this email, and you will be taken to have accepted these terms if you perform any such work for the ABC. It does not constitute an offer or guarantee of employment with the ABC.

Your casual employment with the ABC is also covered by the ABC Enterprise Agreement 2022-2025 (EA), which is available at <https://www.abc.net.au/careers/pay-and-conditions/12007800> (but the EA does not form part of these terms).

1. BASIS OF ENGAGEMENT

You will be employed as a casual employee. The ABC is not obligated to offer, and you are not obligated to accept, any particular engagement or offer of work. There is no guarantee or commitment by the ABC that you will receive offers of work at any time or for any duration. The terms and conditions in this email will apply if you are offered and accept a casual engagement. Each engagement that you accept will be separate and will cease at the end of that engagement without the need for any action by the ABC.

In relation to each engagement, you will be advised of:

- (a) the duration of the engagement;
- (b) the hours of work required;
- (c) the location(s) of work;
- (d) to whom you must report for work; and
- (e) the work to be performed.

Should you be offered and accept any further engagements then, unless you are advised otherwise, any such further engagements will be on the same basis as the initial engagement. However, at any time before an engagement commences, or during the period of an engagement, the ABC may advise you of changes to the above details.

2. PAYMENT

You will be paid as follows:

- (a) base hourly rate of pay \$52.72 per hour
- (b) casual loading \$13.18 per hour

In addition to the hourly rate you will receive, you will be entitled to receive payment of any

entitlements to overtime, penalties, allowances, and other special rates under the EA.

To avoid doubt, the casual loading:

- (a) is payable only on the basis that, and only for so long as, you are employed on a casual basis;
- (b) is paid in satisfaction of any entitlement you have to receive casual loading under the terms of an applicable industrial instrument; and
- (c) may be used to set off against, or absorb, any later claim you make to take or be paid for any paid leave entitlements.

You agree that all amounts paid to you by the ABC in respect of your employment (including the base hourly rate of pay):

- (a) compensate you for all hours worked by you, including any reasonable additional hours and are paid in satisfaction of all obligations the ABC has under legislation, any industrial instrument or otherwise to make payments, or give benefits to, you (including, without limitation, minimum rates of pay, overtime, penalty rates, loadings or allowances); and
- (b) are specifically set off against, applied to and absorb any existing or newly introduced payments or benefits to which you are or may become legally entitled under any legislation, award, the Instrument or other industrial instrument (howsoever described).

Where, in a given pay period, amounts paid to you by the ABC in respect of your employment exceed the total amounts payable to you under legislation, any industrial instrument and/or otherwise:

- (a) if any amounts are owing to you by the ABC in respect of past pay periods, the excess amount will be applied in satisfaction of those obligations; and otherwise; and
- (b) will be regarded as an advance payment which may be applied in satisfaction of any entitlement of any kind which arises at any future time under these terms, any industrial instrument, legislation, or otherwise.

3. PRE-EMPLOYMENT CONDITIONS

Your employment at the ABC is conditional upon you obtaining and maintaining a valid work visa status in Australia. In the event you are unsuccessful in obtaining a valid work visa status or the work visa status lapses, for whatever reason, the ABC will be unable to employ you under immigration legislation and any employment with the ABC will cease immediately. The ABC will not be held liable for any loss of salary, ex-gratia payments or costs incurred in repatriation should the above take place.

If your casual employment with the ABC involves working with children, you must obtain and provide evidence prior to commencing employment that you are in possession of a valid Working with Children Check issued by the relevant Child Protection Agency in your State or Territory. If you are unable to evidence a valid Working with Children's check your employment with the ABC will cease immediately.

If your casual employment with the ABC involves at the direction of the ABC, driving cars or heavy vehicles, you must be in possession and evidence that you have a valid driver's and/or appropriate vehicle class licence issued by the relevant Roads and Traffic Authority in your State or Territory. In the event that you lose your licence for any reason you must advise the ABC immediately. Loss of licence is considered critical to the inherent requirements of your role and will result in immediate termination of this employment agreement.

4. WORK HEALTH AND SAFETY

By accepting this offer of casual employment, you agree that the online Work Health and Safety Induction training in People Hub must be completed, prior to your commencement at the ABC.

5. PRIVACY STATEMENT

You acknowledge that the ABC may collect personal information about you to manage its activities and operations, including your employment. Further information about how your personal information is stored, used and disclosed is available in the ABC Privacy Policy.

6. SUPERANNUATION

In addition to your hourly rate of pay the ABC will make compulsory employer superannuation contributions on your behalf in accordance with relevant legislation.

7. ABC VALUES AND POLICIES

You must comply with the ABC's Code of Conduct and all other ABC Policies as amended from time to time, including Editorial Policies. Copies of these are available from ABC People & Culture and the ABC Intranet. It is your obligation to familiarise yourself with these policies including any changes made during your employment.

8. WORKPLACE SURVEILLANCE

The ABC is subject to overt workplace surveillance. You agree that you consent to this surveillance which is primarily undertaken to ensure the safety and security of ABC workplaces and the appropriate use of ABC resources. The overt surveillance is in the form of computer, internet usage and camera surveillance and is of an ongoing and continuous nature, in accordance with ABC policy as amended from time to time.

This surveillance is carried out by all means available to the ABC which may include: accessing your ABC email account; accessing your files; accessing your computer or other electronic devices and recording internet usage by you including remote access internet usage and accessing those records.

9. CONFIDENTIALITY & NON-DISCLOSURE

You must not at any time, either during your employment with the ABC or following its termination, disclose to any person (other than in the proper performance of your duties or if required by law) any confidential information about the ABC or its affairs acquired during the employment except with the prior written consent of the ABC's Divisional Director.

Confidential information about the ABC includes, but is not limited to, all trade and business secrets and any information of a commercial, operational, technical or financial nature, which is not publicly available, relating to the affairs or business of the ABC, its customers or suppliers.

The terms and conditions of this contract, other than in relation to remuneration, are confidential and may not be disclosed to any other person unless required by law or for the purpose of obtaining legal or financial advice in relation to its terms and/or implications.

Your obligations under this clause continue after the termination of your employment.

Upon termination of the employment, you must return to the ABC all documents and other material embodying any such confidential information.

10. OVERPAYMENT PROCEDURE

By accepting this offer of casual employment, you authorise the ABC to deduct from any amount payable to you by the ABC any overpayment made to you by the ABC in accordance with the ABC's Overpayment Recovery Guidelines. In the event that there is no amount payable to you by the ABC you agree to repay the ABC any overpayment made to you by the ABC in accordance with the ABC's Overpayment Recovery Guidelines. You acknowledge that this clause is principally for your benefit.

11. EXTERNAL WORK & CONFLICT OF INTEREST

You must ensure that any work you perform for other employers does not create any actual, potential or perceived conflict with any responsibilities and obligations you have to the ABC.

You must adhere to the ABC's Conflict of Interest Policy. You have a duty to declare to your manager, at the earliest opportunity, any real, perceived or potential incompatibility between your duties as an employee and your private interests.

12. INTELLECTUAL PROPERTY

You acknowledge and agree that any intellectual property rights in any original material created by you (either alone or with others) in the course of your employment with the ABC will vest in the ABC. You agree to sign any document or do anything necessary to give effect to this clause.

Any production in which you are concerned in any way may be broadcast, or communicated to the public, in any form direct and/or by delayed transmission from recordings made by any means and the ABC may use and authorise others to use any such recordings for whatever purposes are deemed acceptable to the ABC both during your employment with the ABC and after its termination.

By entering into this contract, you consent to the ABC (and ABC's licensees and successors in title) committing any act or omission that would otherwise constitute an infringement of your moral rights in any original material created by you in the course of your employment with the ABC.

13. TERMINATION

Any engagement may be terminated by either party with one hour's notice.

If either party gives such notice of termination, the ABC may bring your employment to an end immediately and make a payment to you in lieu of any outstanding period of notice.

On cessation of your employment you are to return promptly to the ABC all property of the ABC under your control or possession including (but not limited to) all files, correspondence, documents, lists, records, memoranda, computer disks and files, keys, credit cards, security cards, membership cards, mobile phones, other electronic devices (including iPads) and motor vehicles.

After termination of your employment you must not make any adverse comment, publicly or otherwise, about the ABC and you must not represent yourself as being associated with the ABC, unless authorised by the Divisional Director.

14. NOTICE OF THE RIGHT TO SEEK CONVERSION TO ONGOING EMPLOYMENT

In accordance with clause 14.7 of the EA, offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the National Employment Standards, under the *Fair Work Act 2009* (Cth).

15. GENERAL

This contract (including any document referred to in this contract) contains the entire agreement between you and the ABC regarding your casual employment, and it replaces all prior or contemporaneous agreements, letters, understandings and representations regarding employment.

You acknowledge and agree that any grievances or disputes which arise in relation to your employment will be dealt with in accordance with Part O of the EA.

The terms of this contract of employment may be varied by agreement in writing between you and the ABC.

Whilst the provisions of the contract (including any document referred to in this contract) are considered reasonable by the parties, it is agreed that if any provision of this contract is held by a court having jurisdiction to be invalid, illegal, void or voidable, that provision will be deemed to be deleted to the same extent and effect as if it was never incorporated, and the remainder of the contract will continue in full force and effect.

Any failure by the ABC to exercise any of its rights in connection with any default or breach of this contract by you will not operate as a waiver of its rights in the event of any subsequent default or breach by you.

16. INDEMNITY

Subject to clause 16.3 and 16.4, the ABC will, to the extent allowed by law:

16.1 indemnify you in respect of any actions, suits, claims and demands for alleged defamation or injurious falsehood arising by reason of the production and/or broadcasting of any matter by the ABC; and

16.2 provide, at its expense, legal representation and meet the costs of any fines that may be imposed on you in respect of any action for contempt or criminal libel arising by reason of the production and/or broadcasting of any matter by the ABC.

The indemnities in clause 16.1 and 16.2 will only be available to you provided that:

16.3 you have complied with all applicable ABC policies and procedures in relation to the broadcasting of programs; and

16.4 the ABC retains absolute discretion in relation to all aspects of the resolution of any actions, suits, claims and demands (including defences or terms of settlement).

17. LIABILITY FOR DAMAGES

The ABC will not be liable in damages or otherwise for alleged loss of publicity or opportunity for you to enhance your professional reputation or for any other reason should a recording, broadcast or other scheduled event not take place as arranged for any reason whatsoever.

18. AGREEMENT

By performing work for the ABC, you acknowledge that:

(a) You are employed by the ABC as a casual in accordance with the ABC Enterprise Agreement 2022-2025 (as varied from time to time);

(b) You are employed by the ABC on a casual basis and nothing that the ABC does or omits to do indicates any commitment to ongoing permanent employment;

(c) You may be subject to overt workplace surveillance. The surveillance is for a range of reasons but primarily it is to ensure the safety and security of ABC workplaces and appropriate use of ABC resources. The overt surveillance is in the form of computer and video surveillance and is of an ongoing and continuous nature, in accordance with ABC policy as amended from time to time; and

(d) You will comply with ABC Policies as amended from time to time. You are aware that copies of these are available from your manager, your ABC People & Culture HR Team or the ABC Intranet.

19. FAIR WORK INFORMATION STATEMENTS

The ABC is required to give you copies of the:

- [Fair Work Information Statement](#)
- [Casual Employment Information Statement](#)

Each of the Statements can be accessed through the links above. By accepting this offer of casual employment, you acknowledge and agree that the ABC has given you copies of the Statements.

This is an automated message. Please do not reply if the sender is myRequests-noreply@abc.net.au.

For current ABC Staff

For more information, please refer to the relevant quick reference guide available on the [intranet](#).

For technical issues, please contact the Technology Helpdesk: Log a ticket via the [Technology Service Portal](#) or for urgent issues call 82-2001.

For non ABC recipients

For more information, please contact the sender of this email.

From: Elizabeth Green <Green.Elizabeth@abc.net.au>
Sent: Monday, December 18, 2023 10:12 PM
To: Steve Ahern <Ahern.Steve@abc.net.au>
Cc: Mark Spurway <Spurway.Mark@abc.net.au>
Subject: Fwd: Our chat

FYI



Elizabeth Green
Content Director, ABC Radio Sydney



A GPO Box 9994, Sydney, 2001
700 Harris Street, Ultimo NSW 2007



From: Antoinette Lattouf [REDACTED]
Sent: Monday, December 18, 2023 9:49:31 PM
To: Elizabeth Green <Green.Elizabeth@abc.net.au>
Subject: Our chat

Hi Elizabeth,

Firstly, many thanks for the open and honest discussion this afternoon. I appreciate the difficult position lobby groups are putting you in, but in particular your transparency and support.

I am writing to provide a heads up that is pertinent to our conversation today, I thought it best to share and be open.

Women's Agenda reached this morning about a story they are doing about Murdoch press targeting female media personalities like PK, Jan Fran, myself and Clementine Ford especially re: Gaza.

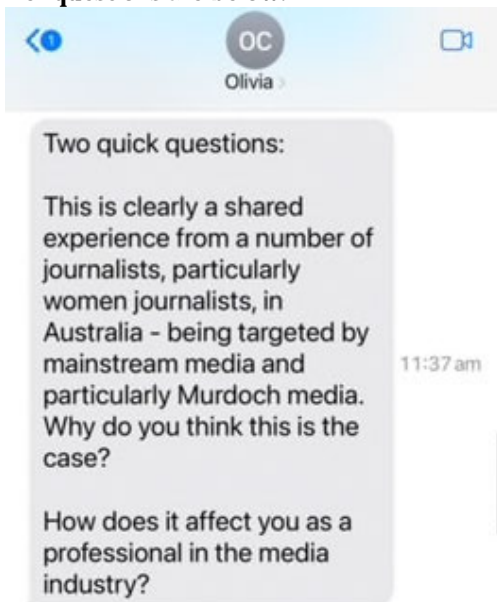
I replied not long after coming off air this morning. It might be published in tomorrow's newsletter, or some time this week, and in the spirit of honesty and our discussion earlier, I thought it was important to share with you before it's out.

My measured responses in defence of good journalism, not bowing to intimidation are below. Olivia's questions can be read in the sms screenshot attached.

"It seems like an orchestrated attempt to bully critical thinking and fact checking out of the craft of journalism. Nowhere is this more obvious than around reporting of and discussion around Gaza. It is the worst humanitarian crisis and violence against children in modern times, and yet sections of our media would rather invest time and energy in targeting female journalists and commentators who dare to deviate from reciting IDF talking points, rather than interrogating those responsible for fractures in social cohesion locally and the ongoing slaughter of children in Gaza."

"The intention of tabloid media campaigns which target individuals with a platform is to get us to shut up. To look away, to stop investigating and stop revealing harm. Essentially to stop doing our job. And if we don't shut up they discredit us in a bid for us to lose our jobs. No tactic is off the table from reporting blatant lies about us, mischaracterisations, and pressuring employers. I will continue to report and comment without fear or favour, especially when so many innocent lives are at stake and there's so much hate and division in Australia"

Her questions are below:



Per our discussion today, I hope you can appreciate my responses to these questions. I will continue to be mindful to ensure accuracy and professionalism in my engagements across all of my channels.

I look forward to having a great rest of week on air connecting with audiences and entertaining them as they arrive that little bit closer to Christmas.

Thanks,
Antoinette

From: Steve Ahern <Ahern.Steve@abc.net.au>
Sent: Monday, December 18, 2023 10:30 PM
To: Elizabeth Green <Green.Elizabeth@abc.net.au>
Cc: Mark Spurway <Spurway.Mark@abc.net.au>
Subject: Re: Our chat

Thanks Elizabeth.

Difficult but not in itself a reason for Antoinette not to be on air. However there is a post from what appears to be from her social media account that goes too far.

Attached.

Tomorrow after she comes off air, could you ask her for an explanation about it please.

Steve

Steve Ahern

Manager, ABC Radio Sydney

█ [REDACTED]

█ [REDACTED]

E ahern.steve@abc.net.au

W abc.net.au/sydney [abc.net.au]

From: Elizabeth Green <Green.Elizabeth@abc.net.au>
Sent: Monday, December 18, 2023 10:11:57 PM
To: Steve Ahern <Ahern.Steve@abc.net.au>
Cc: Mark Spurway <Spurway.Mark@abc.net.au>
Subject: Fwd: Our chat

FYI



[\[abc.net.au\]](http://abc.net.au)

Elizabeth Green
Content Director, ABC Radio Sydney



A GPO Box 9994, Sydney, 2001
700 Harris Street, Ultimo NSW 2007



[\[abc.net.au\]](http://abc.net.au)

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Sent: Monday, December 18, 2023 9:49:31 PM
To: Elizabeth Green <Green.Elizabeth@abc.net.au>
Subject: Our chat

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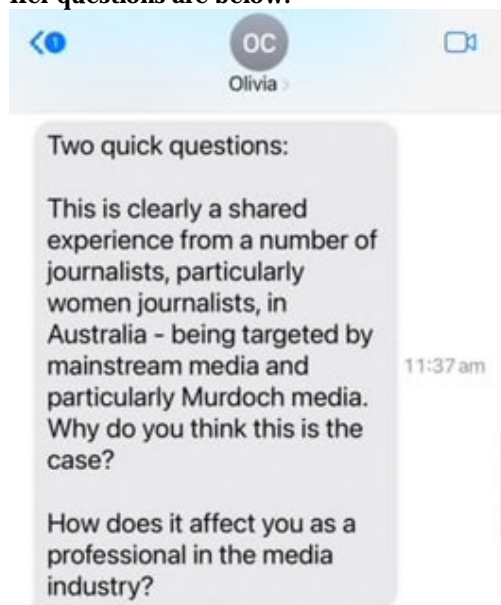
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I look forward to having a great rest of week on air connecting with audiences and entertaining them as they arrive that little bit closer to Christmas.

Thanks,
Antoinette

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Orna Mazor769

After the massacre of 1500 Israelis and the kidnapping of 240 hostages. Do you expect Israel to keep quiet?

4h Reply



Antoinette Lattouf · Creator

Hell no! They should finish off the ethnic cleansing job they started. Then move on the West Bank. Kill and annex. Then same with Lebanon and Jordan

1s ago Reply



951 likes

antoinette_lattouf Swipe. The best part of my job are the fans. I do this — all of this — for you guys. ❤️❤️❤️

View all 107 comments

mattabbottphoto So good 🔥



yumichild Hummus manufacturers and chickpea farmers thank you for your service



12 November



TAB-12

LR-SVD-Mornings [19/12/2023 9:00 AM]									
Story Slug	Segment	Guest	Notes	MOS Obj Slug	MOS Object Time	MOS Status	Writer	Break	
TEAM + CONTACTS									<input type="checkbox"/>
8.30 NEWS HEADLINES									<input checked="" type="checkbox"/>
8.32 Traffic				TRAFFIC LONG 2020	2:25				<input type="checkbox"/>
8.35 Blacktown cooling centres		Blacktown Mayor Tony Bleasdale							<input type="checkbox"/>
8.40 CHOICE survey on cancelled flights									<input type="checkbox"/>
8.50 NSW 1 number plate		Steve Hanlos, Director of numberplate.com.au (trading website)							<input type="checkbox"/>
8.55 Warringah				TX John Graham Warringah TX Howard Collins Warringah	0:44 0:55				<input type="checkbox"/>
9AM NEWS									<input checked="" type="checkbox"/>
9.05 Traffic				TRAFFIC LONG 2020	2:25				<input type="checkbox"/>
9.10 Worst Word of 2023		Greg Moriarty, Plain English Foundation	STUDIO	AIR weather drumroll	0:08				<input type="checkbox"/>
9.25 SONG GROOVIN				GROOVIN'	2:26				<input type="checkbox"/>
News Headlines									<input checked="" type="checkbox"/>
9.35 Year in education		Dr Don Carter, Associate Prof in the School of International Studies and Education at the University of Technology Sydney.							<input type="checkbox"/>
9.45 SONG Don't Worry Be Happy				DON'T WORRY BE HAPPY	2:56				<input type="checkbox"/>
9.40 STORY									<input type="checkbox"/>
10AM NEWS									<input checked="" type="checkbox"/>
10.05 Xmas weather forecast		Nale Byrne, ABC weather presenter and meteorologist		AIR weather drumroll	0:08				<input type="checkbox"/>
10.20 Christmas traditions		Dr Nicholas Brown, Professor at Australian National University's School of History							<input type="checkbox"/>
10.25 SONG Leann Rimes				ALL I WANT FOR CHRISTMAS	3:49				<input type="checkbox"/>
10.30 NEWS HEADLINES									<input checked="" type="checkbox"/>
10.35 Best podcasts of 2023		Elly Scott + Dr Siobhan McHugh, UOW		AIR Ghost story trailer AIR First Eat trailer AIR The Girlfriends AIR Nobody Dies Here trailer	0:29 0:27 0:22 0:27				<input type="checkbox"/>
10.45 STORY				TX KOBAY VOX TX KERRIE VOX	0:15 0:31				<input type="checkbox"/>
SONG Craig David				RISE AND FALL	3:59				<input type="checkbox"/>
SONG Gloria Estefan				Here We Are	4:44				<input type="checkbox"/>
11AM NEWS									<input checked="" type="checkbox"/>

From: Steve Ahern <Ahern.Steve@abc.net.au>
Sent: Tuesday, December 19, 2023 6:51 AM
To: Elizabeth Green <Green.Elizabeth@abc.net.au>
Subject: Delay any further conversation with Antoinette

This is the full context of that post I sent.

It is satirical, understandable in context.

Seeking further advice. No need to talk to her about that post yet.

See attached.

Steve

Steve Ahern

Manager, ABC Radio Sydney

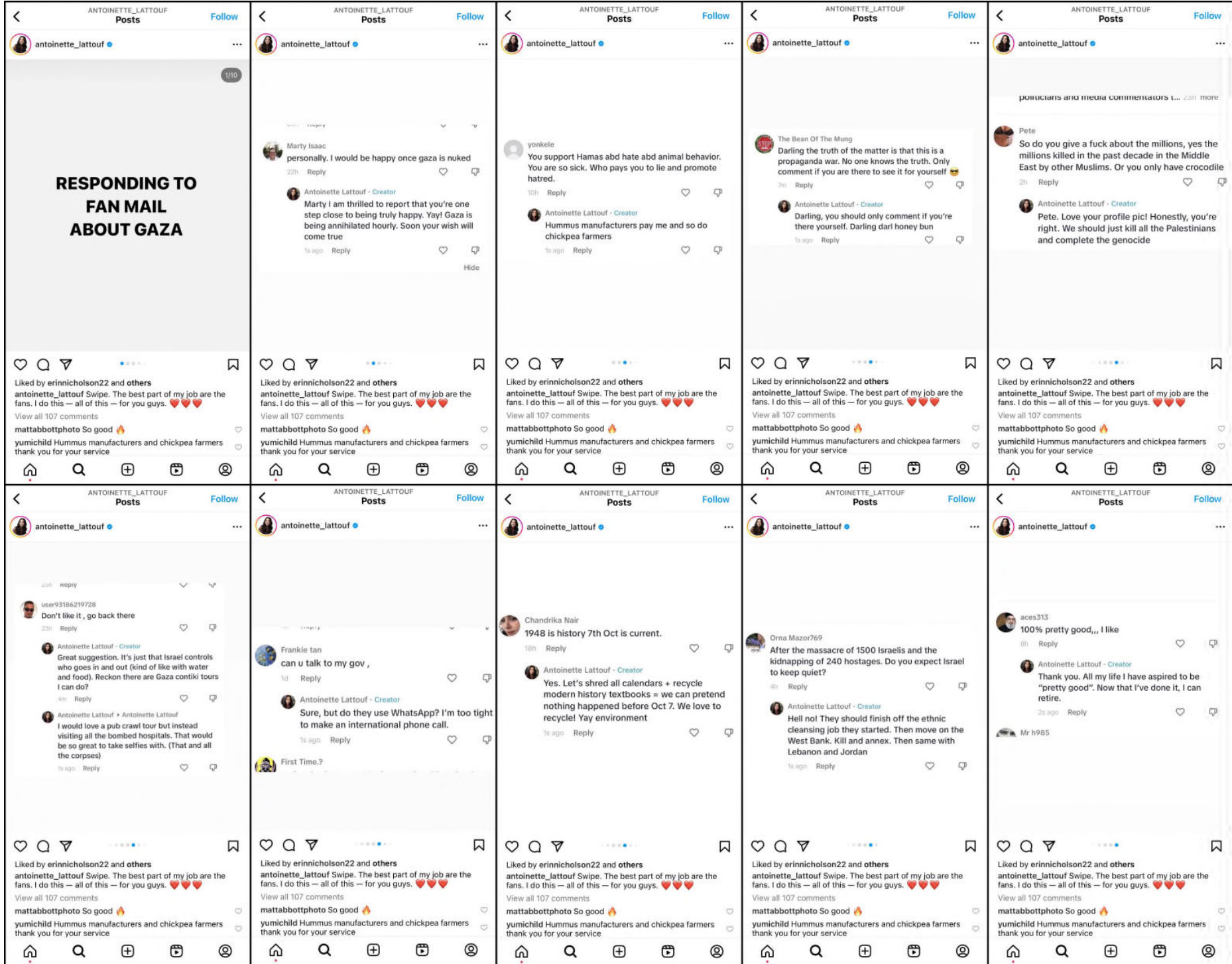
P



M [REDACTED]
E ahern.steve@abc.net.au
W abc.net.au/sydney [abc.net.au]

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Antoinette Lattouf >

iMessage

Thu, 14 Dec at 9:27 am

Hi Elizabeth, I saw your email and I am in a very quiet office working away! I know you're all at training. See you after midday!

Tue, 19 Dec at 11:10 am



'No tactic is off the table': Women journalists call out mainstream media for 'targeted' accusations and '...'
womensagenda.com.au

Wed, 20 Dec at 2:53 pm



iMessage





Edit



Antoinette Lattouf

- message
- call
- video
- mail

19 December 2023

12:06 pm Missed Call



Contact Photo & Poster
Shared by Antoinette



- Favourites
- Recent
- Contacts
- Keypad
- Voicemail

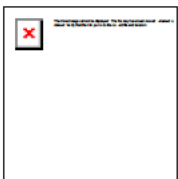
TAB-16

From: Steve Ahern
Sent: Tuesday, 19 December 2023 1:22 PM
To: Elizabeth Green
Cc: Mark Spurway
Subject: Re: Dump button

Great, I knew you would be on it.

I will send you and Mark another email with background discussions at MD and Editorial level.

Steve



Steve Ahern
A/Head ABC Capital City Radio Network

M [REDACTED]
E ahern.steve@abc.net.au
W <https://www.abc.net.au/listen/radio>

From: Elizabeth Green <Green.Elizabeth@abc.net.au>
Sent: Tuesday, 19 December 2023 1:21 PM
To: Steve Ahern <Ahern.Steve@abc.net.au>
Cc: Mark Spurway <Spurway.Mark@abc.net.au>
Subject: RE: Dump button

Hi Steve, yes I spoke to Michaela and Yuske about this yesterday, they are aware.
Thanks
Elizabeth



Elizabeth Green
Content Director
[ABC Radio Sydney](#)
[REDACTED]
A: PO Box 9994, Ultimo, Sydney 2001

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

From: Steve Ahern <Ahern.Steve@abc.net.au>
Sent: Tuesday, December 19, 2023 1:20 PM
To: Elizabeth Green <Green.Elizabeth@abc.net.au>

Cc: Mark Spurway <Spurway.Mark@abc.net.au>

Subject: Dump button

Elizabeth,

Could you speak to the Mornings production team and make sure that they are very vigilant about using the dump button if needed.

It is not in the program brief of this week for Antoinette to talk about Israel-Gaza, so the only risk is if someone sneaks on air on talkback under false pretences then talks about Gaza.

If that happens, please instruct the team that they should dump the call immediately. Antoinette should then wrap up the talkback session and play a song, then recover momentum on the next topic.

Thanks,
Steve



Steve Ahern
A/Head ABC Capital City Radio Network



E ahern.steve@abc.net.au

W <https://www.abc.net.au/listen/radio>

TAB-17

From: Elizabeth Green
Sent: Tuesday, 19 December 2023 1:43 PM
To: Steve Ahern; Mark Spurway
Subject: great feedback for Antoinette

0402877910 Antoinette is wonderful, hope to see more of her!!

0410714086 Antoinette is a breath of fresh air!

0438162369 Just a message to say how much I love Antoinette on the show! I had been listening to her on one of my favourite podcasts, and now hearing her on radio makes me so happy - awesome! Will be tuning in all the time now

0414438939 Antoinette is so smart! Love her!!!!

0414413935 Absolutely love the addition of Antoinette Latouf. She's exactly what the ABC needs, fresh, smart, charismatic. Well done on this appointment 🙌🙌🙌

0424158770 Great show - Antoinette is a great presenter

0414557766 Loving Antoinette on air. So refreshing, warm and energetic ❤️🙌🙌



Elizabeth Green
Content Director
[ABC Radio Sydney](#)
[Redacted]
A: PO Box 9994, Ultimo, Sydney 2001

We acknowledge Aboriginal and Torres Strait Islander peoples as the First Australians and Traditional Custodians of the lands where we live, learn and work.

TAB-18

LR-SVD-Mornings (20/12/2023 9:00 AM)										
Story Slug	Segment	Guest	Notes	MOS Obj Slug	MOS Object Time	MOS Status	Writer	Break		
TEAM + CONTACTS										
8.30 NEWS HEADLINES										<input checked="" type="checkbox"/>
8.32 Traffic				TRAFFIC LONG 2020	2:25					<input type="checkbox"/>
8.35 Retail thefts		Fleur Brown, Chief Industry Affairs Officer, Australian Retailers Association								<input type="checkbox"/>
8.45 Syd airport cancellations		Mark Hoffmeyer, QANTAS pilot and the Vice President of the Australian and International Pilots Association								<input type="checkbox"/>
SONG TONY BENNETT				ALL I WANT FOR CHRISTMAS IS YOU	4:16					<input type="checkbox"/>
9AM NEWS										<input checked="" type="checkbox"/>
9.05 Traffic				TRAFFIC LONG 2020	2:25					<input type="checkbox"/>
9.07 Verrender on Ozempic		Ian Verrender, ABC Business Editor	STUDIO							<input type="checkbox"/>
9.15 ERIC CLAPTON SONG				MY FATHER'S EYES	4:27					<input type="checkbox"/>
9.20 Xmas safety message				TX Chris Minns safety TX Jihad Dib safety TX Yasmin Catley safety	0:51 0:52 0:50					<input type="checkbox"/>
News Headlines										<input checked="" type="checkbox"/>
9.35 ABC Jazzy Christmas		Henry Rasmussen, ABC Jazz content producer	via Canberra 103/PSS3	AIR White Christmas - Charlie Parker AIR Don Burrows Hard The Herald Angels Sing -edited AIR Sleigh Ride - Ella Fitzgerald	4:58 5:03 2:59					<input type="checkbox"/>
9.50 Supporting volunteer emergency workers		Dr Matthew Ryan, Postdoctoral Research Fellow, Climate & Energy Program, The Australia Institute								<input type="checkbox"/>
10AM NEWS										<input checked="" type="checkbox"/>
10.07 Meet an old seadog with a cat on board		Bob Williams, co-skipper of Syph VI (= 6)								<input type="checkbox"/>
10.20 Verona Palace last ever red carpet		Benjamin Zeccola, (pron. zeh-COLLAR), CEO of Palace Cinemas		TX EXPAT SNIPPET TX To Die For snippet	0:11 0:15					<input type="checkbox"/>
10.25 CROWDED HOUSE SONG				SOMETHING SO STRONG	2:48					<input type="checkbox"/>
10.30 NEWS HEADLINES										<input checked="" type="checkbox"/>
10.35 Staycation on a budget		Jodi Byrne, General Manager of Ella's List								<input type="checkbox"/>
10.45 90 year old PHD		Dr Bronwyn Herbert								<input type="checkbox"/>
11AM NEWS										<input checked="" type="checkbox"/>

I wanted to make sure Antoinette was ok following the meeting in which she was asked to go off-air. She was very upset. I said that I was sorry that this had happened but that her removal was because she had not adhered to the ABC's social media policy. She asked whose decision it was to take her off air, was it Steve's. I don't recall the exact wording used but I said something to the effect that the decision had been referred up and was made at a higher level (than the station's), possibly as high up as the Managing Director, David Anderson. I did reiterate that the issue was her continuing to post on social media, which is something I had asked her not to do whilst on air for the week at ABC Radio Sydney. She asked if this meant she would never be employed again by the ABC and I said that that would be something to discuss at a later date. I said to call me if she needed anything and that I hoped that she had a good Christmas.