



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

GNM Australia Pty Ltd
(AG2016/2818)

JOURNALISTS (GNM AUSTRALIA PTY LTD) ENTERPRISE AGREEMENT 2016

Journalism

COMMISSIONER ROE

MELBOURNE, 21 APRIL 2016

Application for approval of the Journalists (GNM Australia Pty Ltd) Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Journalists (GNM Australia Pty Ltd) Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by GNM Australia Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Media, Entertainment and Arts Alliance, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement was approved on 21 April 2016 and, in accordance with s.54, will operate from 28 April 2016. The nominal expiry date of the Agreement is 31 March 2018.



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Journalists (GNM Australia Pty Ltd) Enterprise Agreement 2016

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

- 1.1 The agreement is known as the *Journalists (GNM Australia Pty Ltd) Enterprise Agreement 2016 (Agreement)*.

2. DEFINITIONS

- 2.1 In this Agreement:

- (a) **MEAA** means the Media, Entertainment and Arts Alliance;
- (b) **Act** means the *Fair Work Act 2009* (Cth) as varied or replaced;
- (c) **Commission** means the Fair Work Commission or its successor;
- (d) **Employees** means editorial employees including but not limited to reporters, writers, photographers, sub-editors, cartoonists, artists, video journalists, moderators of blogs on news websites, editorial content producers, chiefs of staff, picture editors, designers and production managers;
- (e) **Company** means GNM Australia Pty Ltd;
- (f) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 This Agreement will commence on and from seven days after the date of approval by the Commission and the nominal expiry date of the Agreement is 31 March 2018.
- 3.2 If requested by the MEAA or the Company, the parties will meet in the three months prior to the nominal expiry date of this Agreement to commence negotiations for a new agreement.

4. COVERAGE

- 4.1 Subject to clause 4.2, this Agreement covers the Company and all Employees (as defined) in respect of all work done by Employees for the Company in the industry of journalism.
- 4.2 This Agreement does not cover Employees in the following positions:
- (a) Editor in chief; and
 - (b) Deputy editor.

If the positions set out above are renamed or cease to exist, the Agreement will not cover any Employee in the renamed position or any new position which replaces it that has the same or substantially similar duties and status.

5. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS AND THE NES

5.1 This Agreement operates in the place of and to the exclusion of any other industrial instrument (including the *Journalists Published Media Award 2010* as amended, replaced or superseded from time to time) that might otherwise apply to the employment of Employees.

5.2 This Agreement operates in conjunction with the NES. It does not operate to exclude the NES or any provisions of the NES.

6. AGREEMENT FLEXIBILITY

6.1 The Company and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed (including additional hours);
 - (ii) penalty rates;
 - (iii) allowances;
 - (iv) leave loading; and
- (b) the arrangement is genuinely agreed to by the Company and Employee.

6.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

6.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) is signed by the Company and the Employee and, if the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee.

6.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 The Company or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
- (b) if the Company and Employee agree in writing – at any time.

PART 2 – DISPUTE RESOLUTION AND CONSULTATION

7. DISPUTE RESOLUTION

7.1 In the event of a dispute arising in the workplace in relation to the application of this Agreement or the NES (other than a dispute about subsection 65(5) or 76(4) of the Act), the procedure to be followed to resolve the matter will be as follows:

- (a) the matter is to be discussed in the first instance between the Employee and his/her supervisor;

- (b) if the matter is not resolved, the matter is to be discussed by the Employee concerned, the Company and, if the Employee wishes, his or her nominated representative, if any;
 - (c) if the matter is still not resolved, a discussion shall be held between the Company and its representative, if any, and the MEAA or other representative nominated by the Employee, if any;
 - (d) if the matter cannot be resolved it may be referred to the Commission for conciliation. The Company and the Employee may be represented for the purposes of the conciliation.
- 7.2 An Employee who is a party to a dispute must, while the dispute is being resolved:
- (a) continue to work in accordance with his/her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his/her health or safety; and
 - (b) comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.
- 7.3 In directing an Employee to perform other available work, the Company must have regard to:
- (a) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with workplace health and safety that apply to that Employee or that other work; and
 - (b) whether that work is appropriate for the Employee to perform.

8. CONSULTATION

- 8.1 The Company will consult with Employees about major workplace changes that are likely to have a significant effect on those Employees. Employees may be represented for the purpose of this consultation.
- 8.2 The Company will consult with Employees about a change to their regular roster or ordinary hours of work. Employees may be represented for the purpose of this consultation. For the purposes of this clause the Company will:
- (a) provide information to affected Employees about the change; and
 - (b) invite affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views that are given by the Employees.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9. TYPES OF EMPLOYMENT

9.1 Full-time employees

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

9.2 Part-time employees

- (a) A part-time employee is an Employee who is employed on a continuing basis but is engaged to work an average of less than 38 ordinary hours per week.
- (b) The Company is required to roster a part-time Employee for a minimum of four consecutive hours on any day or shift.

- (c) A part-time Employee will receive pro rata rates of pay and pro rata conditions of employment.
- (d) The weekly hours of employment, including starting and finishing times, will be as agreed between the Employee and the Company. However, the Company may change the hours of work by providing seven days' notice in writing, provided that there is no change to the total agreed number of ordinary hours of work.
- (e) The provisions of clause 21 apply to all time worked by part-time Employees in excess of their agreed hours.

9.3 Casual employees

- (a) A casual employee means an Employee who is engaged by the hour and paid in accordance with clause 9.3(c).
- (b) A casual Employee may be engaged by the hour, but on each occasion must be engaged for at least four hours.
- (c) A casual Employee must be paid an hourly rate calculated by dividing the minimum weekly rate of pay for the Employee's grade by 38, plus a loading of 25%. The loading is in compensation for annual leave, leave loading, paid personal/carer's leave and redundancy payments. The loading will not be taken into account in the calculation of any other payment calculated on the basis of an hourly rate.

10. CLASSIFICATIONS

10.1 Cadet journalists

- (a) A cadet journalist may be employed:
 - (i) as a graduate cadet; or
 - (ii) as a standard cadet.

10.2 Graduate cadet

- (a) An Employee with either an appropriate diploma or degree (as determined by the Company) from a tertiary institution will be employed as a graduate cadet.
- (b) The period of cadetship for graduate cadets will not exceed one year, provided training requirements are met, during which the cadet will be paid at the rate for a final year cadet.

10.3 Standard cadet

- (a) A standard cadet is a cadet employed as other than a graduate cadet.
- (b) The period of cadetship for standard cadets must not exceed three years, provided training requirements are met. In calculating the period of cadetship, experience as a cadet will be regarded as continuous despite a cadet having been employed by several employers.

10.4 Training of cadets

- (a) A cadet journalist will be fully and thoroughly taught and instructed by the Company in practical journalism as it operates in the office in which the cadet is employed. An experienced person will supervise the training of the cadet. The training will include the

handling of news from its collection to its publication. Cadets in press photography or editorial art will be provided with the appropriate training.

- (b) A cadet journalist will be permitted to be absent during working hours for periods of up to four hours in any week to attend classes approved by the Company. An additional six hours will be granted to attend at an Australian university for a course in journalism or other approved course. Cadets in press photography and editorial art will be permitted to be absent for up to 10 hours a week to attend classes approved by the Company. All fees for the studies prescribed will be paid by the cadet and reimbursed by the Company provided that the cadet's conduct and progress are satisfactory. This provision will not apply where the Company pays the fees. The Company is not required to either reimburse or pay for any amounts owed by the cadet under the Higher Education Contribution Scheme.

10.5 Editorial Employees

Editorial Employees, other than Cadets, will be classified by the Company in the following three bands:

- (a) **Band One**

Employees classified in band one have completed the training requirements of a cadetship or its equivalent and are gaining experience in a wide range of practical areas and/or undertaking additional training. They normally perform journalistic and photographic duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgment and/or the exercise of more advanced skills. Beginning as a Grade 1, they require decreasing supervision and exercise greater professional judgment and skills to Grade 4.

- (b) **Band Two**

Employees classified in band two have obtained wide practical experience and are exercising advanced skills. They are capable of working independently and of exercising initiative and judgment on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

- (c) **Band Three**

Employees classified in band three exercise the highest level of skills and responsibility. Their duties require the exercise of sustained high levels of professional, technical and creative skills of mature and experienced judgment and outstanding levels of individual accomplishment.

- 10.6 Classification definitions are indicators of skill only and for the purpose of fixing the minimum Agreement rate of pay to which Employees are entitled and are not to be applied to restrict the range of work that may be required of an Employee.

- 10.7 On request by the MEAA, the Company will provide the MEAA with information regarding the number of staff in each grade. The MEAA may request that information no more than once each 12 months.

11. TERMINATION OF EMPLOYMENT

- 11.1 Notice of termination is provided for in the NES.

- 11.2 **Notice of termination by an Employee**

The notice of termination required to be given by an Employee is the same as that required of the Company except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Company may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

11.3 Job Search entitlement

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

12. REDUNDANCY

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Company, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

PART 4 – RATES OF PAY AND RELATED MATTERS

13. MINIMUM RATES OF PAY

13.1 The minimum weekly rates of pay are as follows:

		From the Commencement Date of the Agreement	From the first pay period on or after 1 April 2016	From the first pay period on or after 1 April 2017
Band 1	Grade 1	\$916	\$933.92	\$952.60
	Grade 2	\$982	\$1,001.42	\$1,021.44
	Grade 3	\$1,087	\$1,109.21	\$1,131.39
	Grade 4	\$1,135	\$1,157.53	\$1,180.68
Band 2	Grade 5	\$1,188	\$1,211.32	\$1,235.55
	Grade 6	\$1,267	\$1,292.18	\$1,317.96
	Grade 7	\$1,346	\$1,372.72	\$1,400.17
Band 3	Grade 8	\$1,386	\$1,413.41	\$1,441.67
	Grade 9	\$1,557	\$1,588.10	\$1,619.86
	Grade 10	\$1,741	\$1,776.30	\$1,811.82

13.2 Cadets will be paid the following percentage of a Grade 1 Employee:

Year %

First 60

Second 75

Third 90

14. ACTUAL SALARY INCREASES

14.1 Each Employee's actual salary will be increased as follows:

- (a) from the first full pay period on or after 1 April 2016, by 2%; and
- (b) from the first full pay period on or after 1 April 2017, by 2%.

15. ANNUAL SALARY

15.1 Annual salary instead of Agreement provisions

- (a) The Company may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:
 - (i) clause 13 – Minimum rates of pay;
 - (ii) clause 16 – Allowances, other than clauses 16.4, 16.5 and 16.6;
 - (iii) Part 5 – Hours of work and additional hours, other than clause 20 – Rostering and clause 21.2;
 - (iv) clause 22.4(a) – Annual leave loading.

- (b) Where an annual salary is paid the Company must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary. Provided that for Employees employed as at the commencement date of this Agreement, each Employee will be deemed to have been advised that their annual salary as at that date is in satisfaction of their entitlements under each of the clauses in 15.1(a)(i) to 15.1(a)(iv) above. For reference, the minimum full time annual salaries paid to Employees employed as at the commencement date of this Agreement are set out in Schedule A and are in satisfaction of entitlements under each of the clauses in 15.1(a)(i) to 15.1(a)(iv) above.

15.2 Annual salary not to disadvantage Employees

- (a) The annual salary must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the Employee must be reviewed by the Company at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

15.3 Base rate of pay for Employees on annual salary arrangements

- (a) For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 13 – Minimum rates of pay and excludes any incentive-based payments, bonuses, loadings, monetary allowances, additional hours and penalties.

16. ALLOWANCES

16.1 Meal Allowance

- (a) If an Employee's duty compels them to take more than one meal a day away from their home, any meal or meals in excess of one a day will (unless otherwise paid for or reimbursed by the employer) be paid by the Company at the rate of \$18.31 for such meal.
- (b) For the purpose of this subclause, meal means breakfast, lunch or dinner.
- (c) For the purpose of this subclause, the normal meal break hours are:

Breakfast	6.00 am to 8.00 am
Lunch	12:00 pm to 2:00 pm
Dinner	6:00 pm to 8.00 pm
- (d) An Employee will be entitled to payment of one meal allowance in any one day if the Employee works through two of the normal meal break periods in that day or two meal allowances if working through three of the normal meal break periods.

16.2 Clothing

- (a) An Employee will be reasonably compensated for damage to clothing and personal effects arising from or in the course of employment.
- (b) An Employee engaged on work requiring attendance in evening attire will be provided with reasonable transport facilities where requested by the Employee concerned.

- (c) An Employee regularly employed on work requiring attendance in evening attire will be paid a minimum allowance of \$300.00 per year.

16.3 Spectacle allowance

- (a) Where spectacles or a lens change specifically for the use of a computer screen at work is prescribed, the Company will pay the cost of the lens and up to an amount of \$118.50 on the first frames provided that:
 - (i) where the Employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of \$118.50 on the first frames; and
 - (ii) the Company will not be liable for the tinted or outdoor component of any lenses.

16.4 Air travel

- (a) When an Employee agrees to travel by air other than by regular passenger-carrying service, the Company will reimburse the Employee for the cost of taking out additional personal insurance to cover any existing personal insurance policies that would be invalidated by such travel. This does not apply where the Company agrees to indemnify the Employee against any invalidation of the Employee's personal insurance policies.

16.5 Special risks

- (a) An Employee will, if required by the Company, perform any duty which would invalidate their personal insurance policies, or any of them, if the Company indemnifies them against such invalidation.
- (b) Where an Employee is so requested, they will immediately inform the Company in writing of the risk of invalidation.
- (c) Upon being informed by the Employee as set out above, the Company must indemnify the Employee and their dependants against the invalidation, unless the Company, prior to the commencement of the duty in question, informs the Employee in writing that they decline to indemnify the Employee or their dependants, in which case the Employee will be at liberty to decline to perform the duty.

16.6 Special risks insurance

- (a) The Company must either insure the Employee, or reimburse the Employee for the cost of insuring themselves, against injury or death by accident arising from:
 - (i) any travel by air other than by a regular passenger carrying service; or
 - (ii) any duties performed in a war zone or a zone of warlike operations.
- (b) An Employee must be insured for an amount of not less than \$250,000 in the event of death or injury. The proceeds of the policy will be paid to the Employee in the event of injury and to the Employee's legal personal representative in the event of death.

17. SUPERANNUATION

- 17.1 The subject of superannuation is dealt with by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industries (Supervision) Act 1993* and the *Superannuation (Resolution of*

Complaints) Act 1993. The legislation, as varied from time to time will govern the superannuation rights and obligations of the parties.

- 17.2 All superannuation contributions (including any superannuation payments due to casuals) will be made to Media Super or another fund nominated by the Employee, as long as payments into those funds will satisfy the Company's obligations under the relevant superannuation legislation and that the fund offers a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993*.

18. PAYMENT OF WAGES

- 18.1 Employees will be paid on a weekly, fortnightly or monthly basis as determined by the Company by electronic transfer.
- 18.2 If the Company changes from a weekly or fortnightly pay cycle to a monthly pay cycle, the Company must provide at least two months' notice of the change to affected Employees.

PART 5 – HOURS OF WORK AND ADDITIONAL HOURS

19. HOURS OF WORK

- 19.1 The ordinary hours of work are an average of 38 hours per week, averaged over a maximum period of four weeks.
- 19.2 Ordinary hours may be worked at any time on any day of the week.
- 19.3 Unless otherwise stated, a **day** means any period of 24 hours.

20. ROSTERING

- 20.1 Each Employee will have at least two days off in every seven days.
- 20.2 The Company may require an Employee to work on the Employee's day off. In this case, the Company must give the Employee as much notice as possible and will grant to the Employee another day off in place of the original one.

21. ADDITIONAL HOURS

- 21.1 Employees may be required to work reasonable additional hours in addition to their ordinary hours of work. The minimum rates of pay in clause 13 of the Agreement include compensation for all hours worked.
- 21.2 Notwithstanding clause 21.1, in exceptional circumstances the Company may, in its absolute discretion, grant an Employee time off in lieu at single time for additional hours worked provided that:
- (a) the additional hours were directed by the Company; and
 - (b) the time off in lieu arrangement in respect of those hours was approved in advance by the Company; and
 - (c) any time off in lieu must be taken at a time approved by the Company.

PART 6 – LEAVE, PUBLIC HOLIDAYS AND OTHER ENTITLEMENTS UNDER THE NES

22. ANNUAL LEAVE

22.1 Annual leave entitlement

- (a) Annual leave is provided for in the NES.
- (b) Employees who are required by the Company to work public holidays at ordinary hourly rates of pay will be credited each year with an extra two weeks and three days' annual leave.
- (c) Where an Employee is credited an additional amount of annual leave in accordance with clause 22.1(b), if the Employee is not required to work on a particular public holiday (apart from Good Friday and Christmas Day), the Company must notify the Employee at least 14 days prior to the public holiday and that day will be deemed to be taken as an annual leave day.
- (d) Where an Employee is credited an additional amount of annual leave in accordance with clause 22.1(b), should Christmas Day or Good Friday fall during the Employee's annual leave, the Employee will be allowed an extra day's annual leave or be paid double time rates for one day.

22.2 Requirements to take leave

- (a) Notwithstanding the NES, if the Company has genuinely tried to reach agreement with an Employee as to the timing of taking annual leave, the Company can require the Employee to take annual leave by giving not less than eight weeks' notice of the time when such leave is to be taken.
- (b) Notwithstanding the NES, the Company may close down all or part of its enterprise for the purpose of allowing annual leave to all or the majority of the Employees in the enterprise or part concerned, provided that:
 - (i) it gives not less than four weeks' notice of intention to do so;
 - (ii) an Employee who has accrued sufficient leave to cover the period of the close down is allowed leave and is also paid for that leave at the appropriate wage;
 - (iii) an Employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
 - (iv) any leave taken by an Employee as a result of a close-down pursuant to this clause also counts as service by the Employee with the Company;
 - (v) it may only close down the enterprise or part of it pursuant to this clause for one or two separate periods in a year; and
 - (vi) if it closes down the enterprise or part of it pursuant to this clause in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days.

22.3 Leave in advance

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

22.4 Annual leave loading

- (a) An Employee on annual leave will, in respect of the period of such annual leave, be entitled to annual leave loading of 17.5% of the minimum rate of pay prescribed in clause 13 – Minimum Rates of Pay.

23. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

23.1 Personal/carer's leave and compassionate leave is provided for in the NES. The Company will provide the following additional benefits. The provisions of the NES otherwise apply.

23.2 Additional personal/carer's leave

- (a) For each year of service with the Company, an Employee will be entitled to 2 days' of paid/ personal/carer's leave, in addition to the entitlement under the NES, presently 10 days' for year of service. Part-time Employees will be entitled to the benefit on a pro rata basis.

23.3 Access to paid personal/carer's leave – family and domestic violence

- (a) An Employee may take paid personal/carer's leave if the Employee is experiencing family and domestic violence for the purpose of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or
 - (iii) other activities associated with the experience of family and domestic violence.
- (b) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's household.
- (c) The Employee shall give the Company notice as soon as reasonably practicable of their request to take leave under this clause.
- (d) If required by the Company, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 23.3(a).

23.4 Notice requirements – personal/carer's leave and compassionate leave

- (a) An Employee shall, where practicable, give notice prior to the absence of:
 - (i) the intention to take leave;
 - (ii) the reasons for taking such leave;
 - (iii) the estimated length of the absence; and
 - (iv) in the case of carer's leave, the name of the person requiring care and support and his or her relationship to the Employee.
- (b) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Company by telephone at the first opportunity on the day of absence, provided that if due to exceptional circumstances an Employee is not able to give notice on the day of the absence, the notice must be given at the first opportunity.

23.5 Evidence requirements – personal/carer's leave and compassionate leave

- (a) An Employee must, if required by the Company, establish by production of a medical certificate or statutory declaration or other documentation requested by the Company:

- (i) in the case of sick leave, that the Employee was unable to work because of injury or personal illness;
- (ii) in the case of carer's leave, the illness of the person concerned and that the illness is such as to require care by another; and
- (iii) in the case of compassionate leave, that the leave is taken for a reason specified in section 105(1) of the Act.

24. LONG SERVICE LEAVE

- 24.1 The Company will provide long service leave to Employees in accordance with the terms of the *Long Service Leave Act 1955* (NSW), regardless of which Australian state or territory the Employee works, except in circumstances where the relevant state or territory law is more beneficial in which case the more beneficial provisions will apply instead.

25. COMMUNITY SERVICE LEAVE

- 25.1 Community service leave is provided for in the NES. This clause supplements the NES.
- 25.2 If a full time or part time Employee receives a jury service summons and is absent from work for a period of jury service the Employee will be paid their ordinary rate of pay for the duration of their jury service, less any amount of jury service fees paid to the Employee. The Employee must provide proof of any jury service fees received or paid to the Employee to be eligible for payment under this subclause. Alternatively, the Employee may arrange for jury service fees to be paid to the Company and the Company will pay the Employee their ordinary rate of pay during the jury service.

26. PARENTAL LEAVE

- 26.1 Unpaid parental leave is provided for in the NES.
- 26.2 **Paid maternity leave**
- (a) If a full-time or part-time female Employee takes maternity leave under the Act, the Employee will be entitled to 14 weeks of the parental leave being paid leave at the Employee's ordinary weekly rate of pay.
- 26.3 **Paid adoption leave**
- (a) If a full-time or part-time Employee takes adoption leave under the Act, the Employee will be entitled to 14 weeks of the parental leave being paid leave at the Employee's ordinary weekly rate of pay.
- 26.4 **Paid concurrent leave**
- (a) A full-time or part-time Employee who is entitled to take and takes concurrent leave under the Act will be entitled to 2 weeks of the concurrent leave being paid leave at the Employee's ordinary weekly rate of pay.

PART 7 – GENERAL

27. UNION NOTICEBOARD

- 27.1 The Company will provide a noticeboard for the use of MEAA delegates. MEAA delegates may post only authorised MEAA material on that noticeboard, provided that it does not contain objectionable material.

28. DISPUTE RESOLUTION TRAINING LEAVE

28.1 The Company will provide leave with pay for two MEAA delegates to attending dispute resolution training courses or seminars delivered or arranged by the MEAA provided that:

- (a) not more than two days' paid leave will be granted for each delegate in each 12 month period;
- (b) all applications for leave to attend dispute resolution training shall be in writing and appropriate proof of attendance shall be provided if requested by the Company; and
- (c) approval to attend dispute resolution training will be subject to the Company's operational requirements.

29. NO EXTRA CLAIMS

29.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in full settlement of all existing claims made by the MEAA and the Employees or on behalf of the Employees.

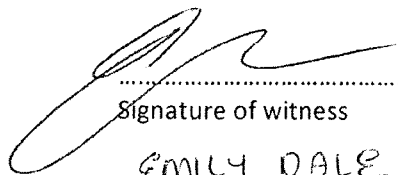
29.2 It is a term of this Agreement that the MEAA and the Employees will not pursue any extra claims for improvement in wages or other terms and conditions of employment for the duration of this Agreement.

29.3 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision or standard of the Australian Fair Pay Commission, the Australian Industrial Relations Commission, Fair Work Australia, the Commission or any other court, commission or tribunal handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.

29.4 It is intended that the Employees and the MEAA not be able to take protected action during the nominal term of this Agreement. This Agreement is intended to cover the field of the Employee's employment to the extent they are to be regulated by collective industrial instruments.


EXECUTED as an Agreement

SIGNED for and on behalf of GNM
AUSTRALIA PTY LIMITED by an authorised
officer in the presence of:



.....
Signature of witness

EMILY DALE
.....
Name of witness (print)



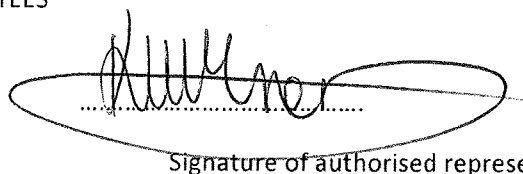
.....
Signature of authorised officer

ALEXANDRA BADEN
.....
Name of authorised officer (print)

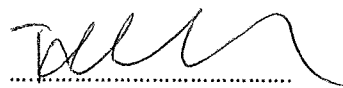
LEVEL 2, 19 FOSTER ST SURRY
.....
Address of authorised officer HILLS 2010

OPERATIONS DIRECTOR
.....
Office held

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



.....
Signature of authorised representative



.....
Signature of witness

TANYA DE ACMEIDA
.....
Name of witness (print)

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

245 Chalmers St, Redfern NSW
.....
Address of authorised representative

Director - Media
.....
Office held

Schedule A – Annualised Salary - Rates Reference Table

Minimum full-time annual salaries paid to Employees employed as at the commencement date of this Agreement – paid in satisfaction of all entitlements under clauses 15.1(a)(i) to 15.1(a)(iv).

		From the commencement date of the Agreement
Band 1	Grade 1	\$53,350
	Grade 2	\$56,870
	Grade 3	\$62,500
	Grade 4	\$65,030
Band 2	Grade 5	\$67,850
	Grade 6	\$72,060
	Grade 7	\$76,280
Band 3	Grade 8	\$78,400
	Grade 9	\$87,530
	Grade 10	\$97,360