



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Fairfax Community Newspapers Pty Limited and Regional Publishers Pty Limited**  
(AG2017/2796)

### **JOURNALISTS' (FAIRFAX COMMUNITY NEWSPAPERS NSW) ENTERPRISE AGREEMENT 2016**

Journalism

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 4 OCTOBER 2017

*Application for approval of the Journalists' (Fairfax Community Newspapers NSW) Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Journalists' (Fairfax Community Newspapers NSW) 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 Fairfax Community Newspapers Pty Limited and Regional Publishers Pty Limited. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 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.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] 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.

[6] The Agreement was approved on 4 October 2017 and, in accordance with s.54, will operate from 11 October 2017. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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<Price code G, AE425634 PR596566>

## ANNEXURE A

### IN THE FAIR WORK COMMISSION

Matter No: AG2017/2796

Re Application By: Fairfax Community Newspapers Pty Ltd; Regional Publishers Pty Ltd

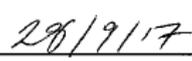
### UNDERTAKINGS

In relation to the *Journalists' (Fairfax Community Newspapers NSW) Enterprise Agreement 2016 (Agreement)*, Fairfax Community Newspapers Pty Ltd and Regional Publishers Pty Ltd (FCN) undertake pursuant to section 190 of the *Fair Work Act 2009* that:

1. For the avoidance of doubt, clauses 4.2.2(a) and (b) of the Agreement will apply as though the references in those provisions to percentages of the Grade 3 (B) or Grade 5 (A) rate of pay were expressed as references to percentages of the weekly rate of pay for the relevant grade. Clause 4.5 of the Agreement continues to apply to the rates in clause 4.2.2.
2. Clause 4.9.1.5 of the Agreement will apply as though the word 'inefficiency' were deleted.
3. All casual employees engaged under the Agreement will be classified at either Grade 3 (B) or Grade 5 (A).
4. Where a Year 3 cadet is rostered to perform and performs ordinary duty where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday, he or she shall be paid an additional 10% of his or her base salary for the shift, rather than the additional 7.5% specified in clause 8.4 of the Agreement.
5. Where fees for the studies referred to in clauses 11.6.2 and 12.4 are paid by a cadet, they will be reimbursed by FCN, provided that the cadet's conduct and progress are satisfactory. This provision will not apply where FCN pays such fees directly. FCN is not required to either reimburse or pay for any amounts owed by the cadet under the Higher Education Contribution Scheme.

Signed for Fairfax Community Newspapers Pty Ltd and Regional Publishers Pty Ltd:

  
Sean Herger  
Group Employee Relations Manager

  
Date

1 Darling Island Road  
Pyrmont NSW 2009

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

## **Journalists' (Fairfax Community Newspapers NSW) Collective Agreement 2016**

## **PART 1. APPLICATION & OPERATION OF AGREEMENT**

### **1.1 Title**

#### **TITLE**

This Agreement shall be known as the Journalists' (Fairfax Community Newspapers NSW) Enterprise Agreement 2016.

### **1.2 Arrangement**

This agreement is arranged as follows:

#### **TITLE**

- 1.2 Arrangement
- 1.3 Definitions
- 1.4 Date of Operation and Term of Agreement
- 1.5 Parties Bound
- 1.6 Exemptions

#### **PART 2. FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION**

- 2.1 Individual flexibility arrangement
- 2.2 Disputes settling procedure
- 2.3 Consultation
- 2.4 Redundancy

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- 3.2 Relativities
- 3.3 Higher Duties Allowance
- 3.4 Locomotion allowance
- 3.5 Glasses Frames Allowance
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- 3.9 Expenses
- 3.10 Complex Area Make-up Allowance
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- 4.0. Category of Employment
- 4.2 Casuals
- 4.7 Transfer From Casual to Permanent Part Time
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  - 4.9.1 Notice of termination by Company
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- 5.8 Meal breaks
- 6. Rosters of Ordinary Hours of Employment
- 7: Overtime

- 8. Shift Penalties
- PART 9. TYPES OF LEAVE (OR RELATED MATTERS)
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  - 10.4 Professional Issues
- 11. Cadet Journalists
- 12. Cadet Photographers
- 13. VDT Breaks
- 14. Classification of Employees
- 15. No Extra Claims

### **1.3 Definitions**

“Act” means the Fair Work Act 2009 (Cth) as amended from time to time

“Agreement”, means Journalists’ (Fairfax Community Newspapers NSW) Enterprise Agreement 2016

“Alliance” means the Media Entertainment and Arts Alliance

“Award” means the Journalist (Fairfax Community Newspapers- New South Wales) Award 2002.

“Commencement Date” means the seventh day after the day of approval by FWC

“Company” means Fairfax Community Newspapers Pty Ltd and Regional Publishers Pty Limited

“FWC” means the Fair Work Commission

“Employees” means an employee covered by the terms of this Agreement

“Editor in Chief” means Editor in Chief at Fairfax Community Newspapers

“Modern Award” means the *Journalists Published Media Award 2010*

“NES” means The National Employment Standard

### **1.4 Date of Operation, Term of Agreement and Relationship to Other Industrial Instruments and the NES**

This Agreement shall commence from 7 days after it is approved by FWC and the nominal expiry date of the Agreement is 30 June 2019

- 1.4.1 This Agreement shall operate entirely to the exclusion of the Award and Modern Award as amended, replaced, or superseded from time to time and any other award in place from time to time.

- 1.4.2 This Agreement rescinds and replaces all other collective agreements, whether registered, lodged, certified or not, including the *Journalists' (Fairfax Community Newspapers NSW) Collective Agreement 2013 (2013 Agreement)* and operates entirely to the exclusion of any other collective industrial agreement, whether registered, lodged, certified or not.
- 1.4.3 Certain provisions of this Agreement may supplement the NES but nothing in this Agreement will operate so as to provide a detrimental outcome for an Employee as compared to an entitlement under the NES

### **1.5 Parties Bound**

Subject to this Agreement, this Agreement shall be binding upon:

- 1.5.1 Fairfax Community Newspapers Pty Ltd in respect of Employees performing work in any branch of writing or photography in the Company's Editorial Department.
- 1.5.2 Regional Publishers Pty Limited in respect of Employees engaged on the Blue Mountains Gazette, the Hawkesbury Courier and Hawkesbury Gazette in any branch of writing or photography in the Company's Editorial Department.
- 1.5.3 The Alliance providing FWC notes that the Alliance is bound by the Agreement under section 201 of the Act.

### **1.6 Exemptions**

The Agreement shall not cover the Employees in the following positions:

- The Editor, The St George & Sutherland Shire
- The Editor, NorthWest
- The Editor, Hawkesbury Gazette & Courier
- The Editor, The Advertisers Narellan

## **PART 2. FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 Individual Flexibility Arrangement**

- 2.1.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- a) arrangements for when work is performed;
  - b) overtime rates;
  - c) penalty rates;
  - d) allowances; and
  - e) leave loading.

- 2.1.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 2.1.3 The agreement between the employer and the individual employee must:
- a) be confined to a variation in the application of one or more of the terms listed in clause 2.1.1; and
  - b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 2.1.4 The agreement between the employer and the individual employee must also:
- a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - b) state each term of this award that the employer and the individual employee have agreed to vary;
  - c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - d) detail how the agreement results in the individual employee being better off overall, including the employee's current grading, in relation to the individual employee's terms and conditions of employment; and
  - e) state the date the agreement commences to operate.
- 2.1.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 2.1.6 Except as provided in clause 2 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 2.1.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 2.1.8 The agreement may be terminated:
- a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - b) at any time, by written agreement between the employer and the individual employee.
- 2.1.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

## **2.2 Disputes settling procedure**

- 2.2.1 The following provisions apply to the resolution of disputes concerning a matter arising under this Agreement or the NES (including under section 65 and 76 of the Act):
- a) the matter is to be discussed in the first instance between the Employee(s) and his/her supervisor;
  - b) if the matter is not resolved, the matter is to be discussed by the Employee(s) concerned, the Company and, if the Employee so elects, 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 Alliance or other representative, if any (to the extent that the Employee has elected that the Alliance or other representative represent him or her in this discussion);
  - d) if the matter cannot be resolved, it may be referred to FWC or, if the parties agree, to another person, for conciliation;
  - e) if the matter is unable to be resolved at conciliation and both parties then agree to arbitration, then the matter may be referred to FWC for arbitration using the powers that are available to it under the Act; and
  - f) while the parties attempt to resolve the matter, work will continue as normal.
- 2.2.2 An Employee who is party to the dispute may appoint at any stage a representative for the purposes of the procedures in this clause.

### **Statement of Principles regarding Disputes**

- 2.2.3 It is agreed that every endeavour will be made to settle any disputes which arise by direct negotiation and consultation.
- 2.2.4 Disputes affecting employment of Employees shall be subject to consultation which will ensure that all affected parties are promptly and fully informed about the issue. For the avoidance of doubt, during any consultation the Company will not be required to provide information about an Employee to the Alliance, unless that individual Employee requests that the information about him or her be provided to the Alliance, and the Company is not required to disclose confidential or commercially sensitive information to Employees or their representatives.
- 2.2.5 No party shall be prejudiced as to the final settlement by continuation of normal work as a prerequisite for the operation of these procedures.
- 2.2.6 Every attempt will be made to resolve issues quickly and at the lowest possible level of the dispute resolution procedure set out in this clause. If the matter is not resolved at that first step, such subsequent steps are to be followed.

2.2.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

## 2.3 Consultation

2.3.1 This clause applies if:

- (a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
- (b) the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

2.3.2 For the purposes of consultation in respect of **subclause 2.3.1**:

- (a) the relevant Employees may appoint a representative for the purposes of the procedures in this clause; and
- (b) if:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

### Major change

2.3.3 For a major change referred to in **subclause 2.3.1(a)**:

- (a) the Company must notify the relevant Employees of the decision to introduce the major change; and
- (b) **subclauses 2.3.4 to 2.3.8** apply.

2.3.4 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

- 2.3.5 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.3.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 2.3.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in **subclauses 2.3.2(a), 2.3.3(a) and 2.3.4** are taken not to apply.
- 2.3.8 In this clause, a major change is *likely to have a significant effect on Employees* if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 2.3.9 For a change referred to in **subclause 2.3.1(b)**:
- (a) the Company must notify the relevant Employees of the proposed change;
  - (b) **subclauses 2.3.10 to 2.3.12** apply.
- 2.3.10 As soon as practicable after notifying the relevant Employees of the proposed change, the Company must:
- (a) provide information to the relevant Employees about the change;
  - (b) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (c) consider any views given by the relevant Employees about the impact of the change.
- 2.3.11 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.3.12 The consultation process will not give cause for delay to the implementation of the change, which may be implemented by the Company as soon as practicable after notification of the change.
- 2.3.13 In this clause, *relevant Employees* means the Employees who may be affected by a change referred to in **subclause 2.3.1**.

2.3.14 For the purposes of this clause, the Company must not provide information about a specific Employee to the Alliance unless that individual Employee requests that the information about him or her be provided to the Union.

## 2.4 Redundancy

### 2.4.1 Coverage:

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual Employees.

### 2.4.2 Definitions:

(a) Redundancy occurs where the Company has made a definite decision that the Company no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

### 2.4.3 Nomination and application for redundancy

The Company will nominate those positions which are to be made redundant within particular Units and will be the final arbiter in determining whose employment will be terminated as a result of redundancy. However, applications from individual Employees will be considered. Accordingly, the Company will call for applications for voluntary redundancy across the Unit involved. If there are not sufficient suitable voluntary applications then compulsory redundancies in the affected Units may be implemented.

### 2.4.4 For the purpose of this clause "Unit" means one of:

- North West mastheads
- West mastheads
- South West mastheads
- East Mastheads
- Any other Unit as agreed between the Company and the Alliance from time to time

### 2.4.5 Severance pay

(a) Employees shall be entitled to a severance payment of two Weeks' pay plus four Weeks' pay for each year of completed service and the pro rata equivalent for each completed month.

- (i) Subject to subclause 2.4.5 (ii), the payments will be calculated on an Employee's applicable weekly Grade rate of pay as set out in this

Agreement, plus the weekly average of shift allowances, Personal Margin, and weekend penalties (but excluding overtime) over the 26 weeks prior to date of termination.

- (ii) Despite subclause 2.4.5 (i), where an Employee who was employed on a full time basis has converted to part-time employment due to personal reasons, including but not limited to return to work from a period of parental leave, caring responsibilities or study responsibilities, the redundancy payments for that Employee will be calculated as an average of the Employee's applicable weekly Grade rate of pay as set out in this Agreement, plus the weekly average of shift allowances, Personal Margin and weekend penalties (but excluding overtime) over the five years prior to the date of termination or 12 months prior to the date of termination, whichever is the greater. The average over the five years will exclude any period of parental leave and any other unpaid leave.

#### 2.4.6 Acceptable Alternative Employment

Despite any other provision, where the Company or any other related body corporate of the Company obtains for an Employee an offer of acceptable alternative employment, the Company will not be required to make any redundancy payment to that Employee. For the avoidance of doubt, if the Employee rejects the offer of acceptable alternative employment, the Employee will not be entitled to any payment prescribed by this Agreement or any other industrial instrument whether registered or unregistered other than payment for accrued but untaken annual leave and annual leave loading and long service leave, if applicable, and any payment in lieu of notice and untaken time off in lieu.

#### 2.4.7 Time off during notice period

- (a) During the period of notice of termination given by the Company an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (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 shall, at the request of the Company, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

2.4.8 The severance payment above is inclusive of, and in satisfaction of, Employees' total entitlement to any:

- (a) redundancy or severance pay; and
- (b) notice of termination or payment in lieu,

whether arising under legislation or this industrial instrument (including the notice of termination provisions in clause 4.9 below).

### **PART 3. RATES OF PAY AND RELATED MATTERS**

#### **3.0 Remuneration**

Employees will be paid a weekly rate of pay as specified in the attached Schedule 1.

The rate set out in the schedule is the Agreement rate of pay and does not include any additional rate paid to an Employee by agreement of the Company.

Payment will be made weekly by electronic funds transfer into a bank account nominated by the Employee.

#### **3.1 Pay Increases**

- 2% to the base rates of pay, as set out in schedule 1, as of the first full pay period on or after 1<sup>st</sup> July 2017
- A further 2% to the base rates of pay, as set out in Schedule 1, as of the first full pay period on or after 1<sup>st</sup> July 2018.

#### **3.2 Relativities**

The relativities for the various grades will be as follows:

Grade	Percentage
1(D)	115%
2(C)	120%
3(B)	130%
4(B+)	140%
5(A)	155%
6(A+)	165%
7(EOTB)*	185%

*\*Editor off the time book*

#### **3.3 Higher Duties Allowance**

An Employee who acts as an Editor or Senior Reporter for a period of time will be paid an allowance to be determined on a case by case basis by the Editor in Chief. The allowance is to be negotiated prior to the Employee commencing the higher duties. It is envisaged that the

allowance will be paid where the Employee acts in the role for a period of five days or more, or includes a production day.

This provision will not limit the Company's ability to train editorial Employees in additional areas of experience or cross skilling.

### **3.4 Locomotion allowance**

The locomotion allowance, where Employees use their private vehicle on work-related matters, is 97.7 cents per kilometre. The locomotion allowance will increase annually from the first pay period on or after 1 July each year in accordance with the annual increase in the Private Motoring component of the June quarter to June quarter CPI.

### **3.5 Glasses Frames Allowance**

Where an ophthalmologist or optometrist prescribes spectacles, or a lens change, specifically for visual display terminal operation, the Company shall pay the cost of the lens and up to \$132.82 on the cost of frames.

Where the Employee receives a health fund or other benefit towards the cost of spectacles, the Company shall pay the difference between the cost of the spectacles and the benefit, with a maximum of \$132.82 on the frames. The glass frames allowance will increase annually from the first pay period on or after 1 July each year in accordance with the annual increase in the Therapeutic Appliances and Equipment component of the June quarter to June quarter CPI.

### **3.6 Meal Allowance**

If an Employee's duty compels them to take more than one meal away from home, any meal or meals in excess of one shall, unless otherwise paid for or reimbursed by the Company, be paid for by the Company at the rate of \$20.83 per meal. The meal allowance will increase annually from the first pay period on or after 1 July each year in accordance with the annual increase in the Take Away and Fast Food component of the June quarter to June quarter CPI.

### **3.7 Salary Sacrifice**

3.7.1 For the purpose of this clause only, these terms and have the following meaning:

"Salary" means the amount which an Employee is entitled to receive from the Company in accordance with this Agreement, or any other agreement between the Employee and the Company.

"Salary Sacrifice Contribution" means the amount by which an Employee's salary will be reduced, for salary sacrifice purposes, where:

- (a) the Employee completes and lodges the relevant application form; and
- (b) the Company agrees to the Salary Sacrifice request of the Employee.

"Post Salary Sacrifice" means the cash salary paid to an Employee after the deduction of the Salary Sacrifice Contribution has commenced. PAYG tax is deducted from this cash salary amount.

"Salary Sacrifice Agreement" means an application lodged by the Employee to make a future Salary Sacrifice Contribution. The Salary Sacrifice Agreement will be approved by the Company in accordance with the relevant policy.

3.7.2 An Employee may apply to the Company to have their salary reduced by an amount nominated by the Employee as a Salary Sacrifice Contribution for the benefit of the

Employee. The amount paid to the Employee following the deduction of the Salary Sacrifice Contribution is their Post Salary Sacrifice cash salary.

#### **Authorisation**

- 3.7.3 For the Employee's salary sacrifice application to be valid, the Employee must complete the application form provided by the Company.
- 3.7.4 The Company must approve the salary sacrifice application form before the Employee's salary is adjusted for salary sacrifice contributions. No retrospective applications will be processed. The relevant application form for each Company Salary Sacrifice policy must be completed. A processed application will be referred to as a Salary Sacrifice Agreement.

#### **Variation to a Salary Sacrifice Agreement**

- 3.7.5 Unless otherwise agreed by the Company, an Employee may revoke or vary their Salary Sacrifice Agreement once in each twelve month period in accordance with Company Policy.
- 3.7.6 Not less than one month's written notice shall be given by the Employee of their revocation or variation of a Salary Sacrifice Agreement.

#### **Change to Tax Law or cost of offering salary sacrifice**

- 3.7.7 The continuation of an Employee's Salary Sacrifice Agreement is subject to the Company not incurring any consequential or additional costs in association with its operation.
- 3.7.8 Should changes occur in Tax law or practice such that the Company incurs a cost or expense under or in respect of Salary Sacrifice Agreements, such Agreements cease to apply on the Company giving one months notice, unless an Employee elects to accept personal responsibility for the additional cost. If an Employee elects to take personal responsibility they must fill in a new application form with new cost details. Changes cannot be made verbally or by any other than completing a new application form.
- 3.7.9 Similarly, if tax or other changes occur which affect the Employee's salary sacrifice, the Employee may, upon one month's notice in writing, terminate or vary the Salary Sacrifice Agreement.

#### **Outstanding monies on termination**

- 3.7.10 If there are any monies owed to the Company in relation to a Salary Sacrifice Agreement, at the time of its termination or variation, the Company has the right to deduct the monies from the Employee's future salary payments.
- 3.7.11 If, on termination of employment, an amount is owing by an Employee to the Company in respect of a Salary Sacrifice Agreement, the Company may deduct the amount owing from payment to be made to the Employee on termination.
- 3.7.12 The Company will provide an Employee with a written statement setting out any deductions made either under subclause 3.7.10 or 3.7.11.

#### **3.8 Photographers' Mobile phones**

Photographers shall be provided with a mobile telephone by the Company for the purposes of carrying out their duties. The company shall pay for costs involved with the use of the mobile phone on behalf of the Company up to a maximum of \$70.00 per month in work related calls.

Journalists using their own mobile phones for making work related calls should make an application for reimbursement of work related expenses to the Company.

### **3.9 Expenses**

All Employees will be paid reasonable out of pocket expenses incurred on behalf of the Company while performing work for the Company subject to providing satisfactory documentation.

### **3.10 Complex Area Make-up Allowance**

Journalists undertaking duties of a sub-editor will be paid an allowance equivalent to 5% on their current grade rate as set out within Schedule 1 of this Agreement.

### **3.11 Superannuation**

3.11.1 The Company must contribute to a superannuation fund in respect of the Employees, so that the Company is not liable to pay a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*. 3.11.2 In calculating contributions, the Company will apply the definition of 'ordinary time earnings' in the Superannuation Guarantee Administration Act 1992 (Cth). For the avoidance of doubt, where an Employee has entered into a Salary Sacrifice Agreement under clause 3.7. the Employee's pre-salary sacrifice earnings will be used to calculate superannuation.

3.11.3 All superannuation contributions will be made to either Media Super or a complying superannuation fund nominated by the Company from time to time, as long as the payments into those funds satisfy the Company's obligations under the relevant superannuation legislation.

3.11.4 The Company must make superannuation contributions monthly.

## **PART 4. COMPANY AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.0. Category of Employment**

Employees will be employed as full-time Employees, regular part-time Employees and casual Employees and cadets in the work of Journalism and Photography.

### **4.1 Part-time Employment**

4.1.1 A part-time Employee is entitled to the provisions and terms of this agreement on a pro-rata basis.

4.1.2 The Company is required to roster a regular part-time Employee for a minimum of four consecutive hours on any day.

4.1.3 Subject to 4.1.2 the ordinary hours of work and days on which such work is to be performed shall be specified in writing by the Company to the regular part-time Employee before the part-time Employee begins employment. Such agreed hours and days may be changed only by:

(i) agreement (in writing) between the regular part-time Employee and the Company; or

(ii) 7 days notice (in writing) between the regular part-time Employee and the Company, provided that there is no diminution of the total agreed number of ordinary weekly hours of work.

4.1.4 The grade of each regular part-time Employee, which shall be no less than Grade 2 (C), shall be agreed in writing between the regular part-time Employee and the Company before the Employee commences employment.

4.1.5 The minimum weekly rate of pay for a regular part-time Employee shall be the rate which is that proportion of the weekly rate for an Employee of the same grade as the regular part-time Employee which the ordinary weekly hours of work of that part-time Employee bears to 38.

4.1.5(a) The weekly hours of regular part-time Employees will be expressed as a percentage of 38 hours for the purposes of the classification table;

4.1.5(b) The percentages of Employees on the same grade will be added together. Any accumulated percentage above 50% will count as 100%. Any percentage at or below 50% will be disregarded;

4.1.5(c) Where the proportions are affected by staff alterations, those proportions shall be restored within eight weeks.

4.1.6 For the purposes of this clause, pro-rata means in the case of each regular part-time Employee, the percentage which the ordinary weekly hours of the Employee bear to 38.

## 4.2 Casuals

4.2.1 A casual means an Employee who is engaged as such. A casual may be employed:

4.2.1(a) for a minimum engagement of half a day;

4.2.1(b) for a day;

4.2.1(c) by the hour, for an engagement in excess of four hours, when an Employee seeks such casual employment or in cases where work is offered for a limited duration of up to 3 months on a special project.

4.2.2 The minimum rate of payment for casual work shall be:

4.2.2(a) 12-1/2 per cent of the Grade 3 (B) or 5 (A) Agreement rate of pay, as appropriate, for a half-day engagement of three and three-quarter hours;

4.2.2(b) 20 per cent of the Grade 3 (B) or 5 (A) Agreement rate of, as appropriate, for a full-day engagement of seven and a half hours;

4.2.2(c) an hourly rate determined by dividing the appropriate rate of pay for the Employee's by 38;

4.2.2(d) classification of a casual Employee shall be determined by the Company.

4.3 Subject to 4.2.1(c), if a casual is engaged for a half-day engagement and the casual works for more than three and three quarter hours and less than seven and one half hours, the casual shall be paid for the full day.

4.4 Time worked in excess of seven and one-half hours on any day shall be paid for as follows:

4.4(a) for the first three hours at the rate of time and one-half;

4.4(b) thereafter at the rate of double time.

4.5 A casual Employee will be paid the appropriate hourly rate for the work they perform and an additional loading of 20% of that rate of pay for the hours worked which is a payment in lieu of

for annual leave, leave loading, personal leave and redundancy payments (excluding Long Service Leave).

4.6 The casual loading is only applicable to and additional to the base hourly rate of pay of the casual Employee and is not compounded by the payment of shift work loading or overtime payment or other allowances or penalty rates.

#### 4.7 Transfer From Casual to Permanent Part Time

##### 4.7 Casual Conversion

4.7.1 It is agreed that eligible regular casual Employees may have the basis of their employment converted from casual to regular part-time or full-time by mutual agreement in accordance with this clause, provided there is a part-time or full-time position that exists.

4.7.2 An 'eligible regular casual Employee' is an Employee who has worked a regular pattern of hours and days for a period of six months with a minimum of three days per week.

4.7.3 Within 14 days after an Employee becomes an 'eligible regular casual Employee', the Employee may make an application to the Company to have the basis of their employment converted from casual to regular part-time or fulltime.

4.7.4 The Company will consider any application submitted by an eligible regular casual Employee in accordance with sub-clause 4.7.3 above and will make a decision within 14 days of receipt of the application by the Company about whether to offer the Employee a regular part-time or full-time position.

4.7.5 The Company must not unreasonably refuse to approve an Employee's application made under sub-clause 4.7.4. The Company may take into account, amongst other things, the following matters:

- (a) whether the Company reasonably expects that the Employee's services will be necessary on an ongoing basis; and
- (b) whether there is an appropriate full time or part time position of the type which the Employee has been performing on a casual basis which is available at the time and which the Company is able to offer the Employee.

4.7.6 Further, without limiting the reasons for which an application may be approved, it is agreed that:

- (a) applications will generally not be approved unless an eligible regular casual Employee seeks to convert to three days per week or more and at least 21 hours per week;

- (b) the Company may, at its discretion, approve a regular casual employee other than an eligible regular casual employee transferring to regular part-time employment which is less than three days per week.

4.7.7 If an eligible regular casual Employee is unsuccessful in their application to convert to part-time or full-time employment, then the relevant Employee may seek:

- (a) a review of the decision by the Company; and/or
- (b) a resolution through the dispute settling procedure In clause 7 of this Agreement.

4.7.8 If an eligible regular casual Employee is converted to part-time or full-time employment, the following conditions will apply to their part-time or full-time position:

- (a) any period of service by the Employee as a casual will not be counted as service with the Employer for the purpose of calculating any entitlement calculated by reference to length of service including notice of termination and redundancy payments, other than long service leave and parental leave.

#### 4.8 Career Paths

A journalist/photographer who has completed his or her cadetship shall not be classified as a J1 (D) for longer than two years provided he or she has satisfactorily completed shorthand and other agreed training requirements.

Similarly, a J2 (C) grade journalist shall remain at that grade for a maximum of two years provided he or she has satisfactorily completed shorthand and other agreed training requirements.

#### 4.9 Termination of employment

##### 4.9.1 Notice of termination by Company

4.9.1.1 In order to terminate the employment of an Employee, the Company shall give the Employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

4.9.1.2 In addition to the notice in 4.9.1.1, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

4.9.1.3 Payment in lieu of the notice prescribed in 4.9.1.1 and 4.9.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.9.1.4 In calculating any payment in lieu of notice the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had employment not been terminated shall be used.

4.9.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual Employees, or Employees engaged for a specific period of time or for a specific task or tasks.

#### 4.9.2 Notice of Termination by Employee

4.9.2.1 The notice of termination required to be given by an Employee shall be the same as that required of an Company, save except that there shall be no additional notice based on the age of the Employee concerned.

4.9.2.2 If an Employee fails to give notice the Company shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary rate of pay for the period of notice.

#### 4.9.3 Time off during notice period

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

### PART 5. HOURS OF WORK, ROSTERS, MEAL BREAKS & OVERTIME

#### 5. HOURS OF WORK

5.1 In this clause, unless the contrary appears, the word **day** means a period of 24 hours.

5.2 Subject to 5.3, the ordinary hours of duty shall be an average of 38 per week to be worked on one of the following bases:

5.2.1 by Employees working 38 ordinary hours on five days per week; or

5.2.2 by Employees working the following ordinary hours over 5 days in a 20-day work cycle; 40 ordinary hours in each of three weeks and 32 ordinary hours in one week in the 20 day work cycle; or

5.2.3 by Employees working the following ordinary hours over nine days in a ten day work cycle; 42 ordinary hours in one week and 34 ordinary hours in one week in the ten day work cycle; or

5.2.4 by Employees working 38 hours on four days in each five day work cycle.

5.3 The method by which the 38 hour week, as provided for in 5.2, is to be worked, shall be determined on a section by section or a unit by unit basis in each Company's establishment by agreement between the Employee and the majority of Employees affected in the section or unit.

- 5.3.1 For the purposes of the introduction of a 38 hour week, as provided for in 5.2 and 5.3, Employees and their Company shall determine which are the sections or units within the Company.
- 5.4 The ordinary weekly hours of duty specified in 5.2 shall be worked so that each Employee shall be given two days off duty each week, except:
  - 5.4.1 in the weeks in which a public holiday occurs an additional day off duty shall be given for each such public holiday (in accordance with Clause 9.4, Public Holidays) and the days on which the ordinary hours of work determined as provided for in 5.2 for such a week can be worked will be reduced by one for each such public holiday; and
  - 5.4.2 when the 38 hour week is implemented, in respect of any Employee in the manner specified in 5.2.2, 5.2.3 or 5.2.4, when the number of days off duty which such Employee is given shall be increased as necessary to give effect to the paragraph applicable to such Employee.
- 5.5 In this subclause, the words **day off duty** mean any day off which an Employee is given under 5.4.
- 5.5.1 Each Employee shall be notified of days off duty by the posting of rosters at least seven days before the beginning of the work cycle in which such days off duty are to be granted. Such notification can be included in the roster provided for in 6.
- 5.5.2 In respect of a day off duty, the Company may depart from the roster referred to in 5.5.1 in case of an emergency or a shortage of staff through sickness or other cause which cannot be reasonably foreseen.

In the case of such a departure, the Company shall give the Employee as much notice of such departure as possible and shall, within the same or the next succeeding week, grant to such Employee days off duty in lieu of those days off duty cancelled.

- 5.5.3 In respect of a day off duty, referred to in 5.4.2, the Employees of a section or a unit may agree with their Company to accrue up to a maximum of three days off.
- 5.6 Where an Employee who is entitled to a day or days off under 5.4 is not given such days off, the Employee shall (subject to 5.5) be paid for such day or days in accordance with 7.

## 5.8 Meal breaks

- 5.8.1 An Employee shall not be compelled to work more than five hours without a break of not less than 20 minutes.
- 5.8.2 Where an Employee is permitted a break of one hour off duty for a meal, the Company shall be entitled to deduct one hour from the total time worked in accordance with 5.8.3. If the break permitted is less than one hour, no time shall be deducted in any one day, except in the circumstance that where the Employee requests in writing and the Company agrees the lunch break may be a half hour, in which case only the Company may deduct half an hour from the total.
- 5.8.3 An Employee's hours of duty shall count continuously from the time of entering upon duty, as defined in 5.8.4, until the time the Employee signs off at the completion of the work of the day.

**5.8.4 Entering upon duty means:**

- (a) Arrival at the office for the first time in the day to begin duty; or
- (b) the beginning of the first engagement, provided that a reasonable time shall be allowed to cover the period required to reach the engagement from home.

**6. ROSTERS OF ORDINARY HOURS OF EMPLOYMENT**

- 6.1 The starting and finishing times of the ordinary daily hours of work of an Employee will be rostered fourteen days in advance on a section by section basis unless the Company and a majority of Employees in that section agree that a roster is not feasible. Such agreement shall contain provisions for the means of determining overtime and shall be in writing.
- 6.2 Ordinary hours of duty will be rostered in shifts of not less than four and not more than eleven hours.
- 6.3 Due to unforeseen circumstances, rostered ordinary hours of duty of an Employee may be changed by the Company up to the conclusion of the previous shift worked by the Employee or, where the Employee is off duty, not less than twelve hours before the next rostered shift of ordinary hours for the Employee is due to begin, or later in an emergency.

**7. OVERTIME**

- 7.1.1 Any amount paid to an Employee in excess of the minimum award rate of pay for the Employee's grade shall not be regarded as a set-off against overtime worked.
- 7.1.2 The hourly rate for overtime purposes shall be calculated by dividing the minimum Agreement rate of pay for the Employee's grade by 38.
- 7.2 All overtime payments due to an Employee shall be made within 18 days of the end of the week or fortnight, as the case may be, in which the overtime was worked.
- 7.3 **Daily overtime** represents all time worked outside an Employee's rostered hours of duty, except for time worked on a rostered day off.
- 7.4 Daily overtime shall be compensated for in the following manner:
  - 7.4.1 Up to and including the first hour of overtime shall either be given off as time in lieu at the rate of time and a half within the following fortnight or paid for at the rate of time and a half at the discretion of the Company.
  - 7.4.2 Overtime in excess of one hour shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
  - 7.4.3 An Employee may, by mutual agreement with his or her Company, opt to take time off in lieu at the rate of single time within the next twelve months. Such agreement shall be recorded in writing.
- 7.5 Any time allowed off duty in lieu of overtime shall be deemed to be ordinary rostered hours for the day or days on which the time off in lieu is taken.
- 7.6 An Employee entitled to be paid for a day or days off under 5.6 shall be paid at the rate of double time for all time worked on any such day or days with a minimum payment of 4 hours except when any such day is a public holiday as defined in 9.4.

**7.7 Insufficient break** represents all time worked before the expiration of ten hours from completion of the duty on one day and the resumption of duty and shall be compensated as follows:

7.7.1 If the break is less than eight hours, overtime shall be paid at the rate of double time for all work done before the expiration of ten hours break.

7.7.2 If the break is eight hours or more, overtime shall be paid at the rate of time and a half for all work done before the expiration of the ten hour break.

7.7.3 Time worked during any period of insufficient break shall not be included in the calculation of weekly hours.

**7.8** In no circumstances shall overtime involved in any of the foregoing subclauses be compensated for more than once.

**7.9** The provisions of this subclause shall apply where the employment of an Employee who is owed overtime terminates:

Where the employment of an Employee is terminated as provided for in the Agreement or by agreement between the Employee and his or her Company, the Employee shall be either paid for the overtime owed at the rate for overtime, or if practical and agreed between the Employee and his or her Company, the overtime shall be allowed off as time in lieu as provided for in the Agreement.

## **8. SHIFT PENALTIES**

**8.1** An Employee who is rostered to perform and who performs ordinary duty on a shift, any part of which falls between the time of 6.00 a.m. and 7.00 a.m. or is rostered to perform and performs ordinary duty on a shift that concludes between the hours of 6.00 p.m. and 8.30 p.m. shall be paid an additional 10 per cent of his/her salary for the shift.

**8.2** An Employee who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 8.30 p.m. and 6.00 a.m. shall be paid an additional 17-1/2 per cent of his/her salary for that shift.

**8.3** The additional rates provided for in 8.1 and 8.2 are not cumulative, and where any shift attracts both penalties the higher percentage only shall be paid.

**8.4** An Employee who is rostered to perform and performs ordinary duty where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday shall be paid an additional 7 1/2 per cent of his/her base salary for the shift.

**8.5** The respective additional payments prescribed in this clause shall not exceed the amount based on the minimum weekly award rate of pay prescribed in **Schedule 1** for a Grade 3 (B).

## **PART 9. TYPES OF LEAVE (OR RELATED MATTERS)**

### **9.1 Parental Leave**

9.1.1 Parental leave is provided for in the NES.

#### **9.1.2 Paid Parental leave**

- a) Subject to **subclause 9.1 (c)**, all full-time or regular part-time classified Employees who are entitled to parental leave under the NES, shall be entitled to be paid during ten weeks of their parental leave. An Employee may elect to be paid ten weeks on full pay or twenty

weeks on half pay. However, parental leave taken on half pay will not count as service beyond ten weeks.

9.1.3 The entitlement under **subclause 9.1(a)** will be reduced by the amount of any paid concurrent leave taken by the Employee under **subclause 9.1.2**.

9.1.4 An Employee will not be entitled to a further period of paid parental leave in accordance with **subclause 9.1 (a)** unless the Employee has returned to work from their previous period of parental leave.

#### **9.1.2 Concurrent leave**

A full-time or regular part-time Employee who is entitled to take concurrent leave pursuant to the NES shall be entitled to be paid for one week of that concurrent leave.

#### **9.1.3 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 54 weeks, unless the Employee has been granted extended parental leave under the NES in which case the total amount of leave may exceed 54 weeks.

#### **9.2 Sabbatical Leave**

- a) Employees with seven years continuous service with the Company are entitled to apply for a period of Sabbatical leave without pay. The Employee should apply to the Editor in Chief for approval of the leave.
- b) Employees who are being performance managed by the Company are not entitled to apply for Sabbatical Leave.
- c) Employees proposing to undertake other work during their absence require the approval of the Editor in Chief in advance of accepting such other work and the normal restrictions on working for competitors apply. The parties agree that an Employee who is in breach of this provision may have his or her employment summarily terminated.
- d) A period of sabbatical leave does not break an Employee's continuity of service but is not to be taken into account in calculating an Employee's service for any purpose. This would include, without limitation, long service leave, annual leave, redundancy pay, personal leave and notice of termination. For the avoidance of doubt, an Employee does not accrue any leave entitlements during a period of sabbatical leave.

#### **9.3 Long Service Leave**

- a) An Employee with more than seven years' continuous service who is applying for Sabbatical Leave, Parental Leave or any period of extended parental leave granted by the Company may apply to take pro-rata long service leave which has not yet accrued and the Company may, at its discretion, allow the Employee to take such long service leave.
- b) If the Employee resigns from his or her employment or is terminated for performance reasons or is summarily dismissed before the Employee would have become entitled to the long service leave in accordance with the provisions of Long Service Leave Act 1955 (NSW), the Employee is required to repay the amount of long service leave paid to them under this subclause. The Company is entitled to deduct the amount of Long Service

Leave owed by the Employee from any payments which the Company is required to make to the Employee on termination, including any payment in lieu of accrued but untaken annual leave.

#### 9.4 Public Holidays and Annual Leave

- a) Subject to the provisions hereinafter contained, in every 52 weeks of employment and after 45 weeks and 4 days from the annual date of appointment to the staff, all Employees and cadets shall become entitled to 6 weeks and 3 days holiday on full pay provided that where a Employee is granted leave without deduction of pay on any public holiday [excluding Christmas Day and Good Friday] the length of such holiday shall be reduced by one day for each such public holiday so granted and the annual date on which the Employee or cadet shall become entitled to the leave shall be postponed by one day for each such public holiday so granted provided further that in no case shall the holiday be reduced to less than four weeks in any 52 weeks of employment.
- b)
  - [i] Holiday leave shall be given and taken in such periods as may be agreed between the Company and the Employee or cadet provided that there shall be at least one period of two consecutive weeks holiday leave given and taken in respect of each period of annual leave to which the Employee or cadet becomes entitled.
  - [ii] Payment for periods of leave given and taken shall be made in advance.
- c) The holiday leave prescribed in subclause [a] hereof shall be allowed and shall be taken and payment shall not be made or accepted in lieu thereof.
- d) If the Employee or cadet and the Company so agree, the annual holiday or any period thereof may be taken wholly or partly in advance before the Employee has become entitled to the annual holiday.
- e) Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued, the right to a further annual holiday shall not commence to accrue until after the expiration of the year of service in respect of which the annual holiday or part has been so taken.
- f) The holiday leave shall be given by the Company and shall be taken by the Employee or cadet before the expiration of four months from the date upon which the right to such holiday leave accrues provided that the giving and taking of the whole or any separate period of such holiday leave may be postponed if the Employee or cadet and the Company so agree.
- g) If an Employee or cadet leave his or her employment whether of his or her own accord or because he or she is dismissed before the completion of 45 weeks and 4 days employment he or she shall be entitled to payment of proportionate leave at the rate of 6 weeks and 3 days holiday for 45 weeks and 4 days of employment provided that where before the completion of such 45 weeks and 4 days of employment the Employee or cadet has been granted one or more public holidays without deduction of pay under the proviso to subclause [a] of this clause. The amount of proportionate leave to which that Employee or cadet shall be entitled to under this subclause shall be reduced by one day for each such public holiday so granted.
- h) If after expiration of one year of service and before the completion of the next year of service [which period is hereinafter called the relevant service] an Employee or cadet leaves his or her employment whether of his or her own accord or because he or she is dismissed the Employee or cadet shall be entitled to proportionate leave for the relevant service at the rate of 6 weeks and 3 days holiday for 45 weeks and 4 days of employment

provided that where in the period of relevant service the Employee or cadet has been granted one or more public holidays without reduction of pay pursuant to the proviso to subclause [a] of this clause, the amount of proportionate leave to which that Employee or cadet shall be entitled under this subclause shall be reduced by one day for each such public holiday so granted.

[i] An Employee or cadet who is entitled to holiday leave in accordance with the provisions of this clause shall, in respect of the period of such holiday, be paid a loading of 17-1/2% calculated on the rates of payment prescribed by clauses 6 of this Agreement.

[ii] The loading shall apply to proportionate leave on termination of employment.

- j) Where the annual holidays are fixed to begin on a Monday, and a Employee or cadet has worked on the preceding Sunday, the holiday shall date from the Tuesday.
- k) Should Christmas Day or Good Friday fall during a Employee or cadet's holiday the Employee or cadet shall be allowed an extra day's holiday or be paid double rates for one day.
- l) If the Company finds it necessary to cancel or after the date of holiday leave, the time of which has already been notified to an Employee or cadet and such Employee or cadet can show that through the cancellation or alteration, he or she has actually lost payments reasonably made by him or her in respect of which he or she has retained no benefit, the Company shall reimburse the Employee or cadet for such loss.

## **9.5 Substitute annual leave**

**9.5.1** Subject to 9.6 any Employee who is hospitalised whilst on annual leave, or any Employee who whilst on annual leave suffers from any illness or incapacity which is of such a kind that the Employee would not be able to perform their normal duties if they were at work and has entitlement to paid sick leave in accordance with the NES, shall be entitled to substitute annual leave.

**9.5.2** Such substitute leave may be added to annual leave or taken at some other mutually convenient time. Further, such leave shall be paid for at the rate of pay ordinarily applicable to sick leave.

**9.5.3** An Employee will only be entitled to substitute annual leave pursuant to this subclause if the following conditions are satisfied, namely:

- a) The hospitalisation or period of illness or incapacity lasts for at least 2 days of the Employee's period of annual leave, and
- b) the Employee has sufficient fully paid sick leave available, and
- c) a medical certificate from a fully qualified medical practitioner in respect of the whole of the period of hospitalisation, illness or incapacity is produced to the Company upon returning from annual leave.

**9.5.4** To the extent that the Act provides a more favourable outcome for a particular Employee in particular circumstances, the Employee will receive the benefit of that entitlement.

## **9.6 Personal/Carers Leave**

Personal/Carers Leave is provided for by the NES.

Employees will be provided with Personal Leave in accordance with the Act (10 days) except the company will in addition recognize the following:

Once the Personal Leave quantum of 10 days has been exhausted by a permanent employee for either Sick Leave or Carers Leave or a combination of Sick Leave and Carers Leave, such employee will be entitled to be absent on Sick Leave on a needs and trust basis.

### **9.6.1 Sick Leave**

The Company shall pay for reasonable sick leave.

In assessing whether sick leave is reasonable, the Company may have regard to the number of absences of an Employee.

All applications for payment of sick leave beyond one day should be accompanied by a medical practitioner's certificate or similar evidence verifying the ill health and number of days absent from work.

### **9.6.2 Carer's Leave Notice required**

The Employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

#### **9.6.2 (a) Evidence supporting claim**

The Employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that illness is such as to require care by another.

#### **9.6.2 (b) Unpaid leave**

A Employee may take unpaid carer's leave by agreement with the Company.

## **9.7 Compassionate Leave**

Compassionate Leave is provided for in the NES.

Subject to prompt notice being given to the Company and proof of death being provided, an Employee shall be entitled to a maximum of three days paid leave on the death of a spouse, child, step-child, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law, or daughter-in-law if such leave is necessary to arrange for and/or attend the funeral of the deceased.

## **PART 10. OTHER AGREED MATTERS**

### **10.1 Reviews**

Each Employee shall be formally reviewed annually. This review shall be genuine and each Employee shall be able to apply for an upgrade as part of the review process. The Company has agreed that Employees will be given an opportunity to discuss the reasons behind their request for an upgrade with the Group Chief of Staff before the Group Chief of Staff consults with the Editor in Chief to determine whether an upgrade will be given.

Any disputes in relation to the above process will be dealt with under the disputes settling procedures of this agreement.

### **10.2 Performance**

An Employee's work performance will be reviewed and discussed with them annually consistent with the conduct and practice of the Company's performance management system.

It will include setting of objectives and, on occasions, adjustment of the accountabilities and responsibilities and work expected of their position.

### **10.3 Multi Skilling**

Where an Employee has the skills to enable them to perform photographic or literary work there shall be no inhibition on the performance of that function. An appropriately skilled photographer may file stories as may an appropriately skilled journalist take photographs for publication.

No journalist or photographer will be required to write or photograph in the course of their normal duties without adequate training.

It is recognised that this clause is not to be used to reduce the total number of journalists or photographers employed by the company but to provide flexibility in the workplace in appropriate circumstances.

In a situation where more than one person covers a job; the work of the person whose primary professional skills in that area will be utilised.

### **10.4 Professional Issues**

The Company recognises and respects the MEAA Code of Ethics in ensuring the standards of quality journalism.

## **11. Cadet Journalists**

**11.1** A **cadet journalist** for the purpose of this Agreement, means an Employee who is constantly or regularly in training for journalism or who substantially does the work of one in training for journalism or who has not had three years experience in journalism.

**11.2** Experience in journalism of a cadet shall be regarded as continuous notwithstanding that he/she may have been employed by more than one newspaper.

**11.3.1** The period of cadetship shall not exceed three years from the date on which the cadet commences to perform journalistic work provided that cadet training requirements are met.

**11.3.2** For a cadet who commences his/her cadetship as a graduate of an approved tertiary course at a University, the period of cadetship shall not exceed one year during which time the cadet shall be paid as a third year cadet.

**11.4.1** A cadet shall not be entitled to be paid as a second year cadet until a minimum standard of 60 words per minute in shorthand has been attained. If a cadet attains a minimum standard of 60 Journalists' (FCN NSW) Collective Agreement 2016.

words per minute shorthand in the second year of employment, the period beyond 12 months taken to achieve the said minimum shall correspondingly reduce the second year of cadetship.

11.4.2 A cadet shall not be entitled to be classified and paid as a third year cadet until a minimum standard of 80 words per minute shorthand has been attained. If a cadet attains a minimum standard in the third year of employment, the period beyond 11 months taken to achieve the said minimum shall correspondingly reduce the third year of cadetship.

11.4.3 A cadet shall not be entitled to be classified and paid as a graded journalist until a minimum standard of 120 words per minute in shorthand has been attained.

11.4.4 The Company in a particular case may waive the attainment of such standards as a condition of promotion to the next higher year of cadetship or to the graded staff as the case may be.

11.5 A cadet journalist shall be fully and thoroughly taught and instructed by the Company in the profession of journalism in accordance with the following syllabus:

11.5.1 Cadets shall be instructed progressively throughout their cadetship in practical journalism and a responsible person shall supervise such training.

11.5.2 A person entering upon his/her cadetship shall be made familiar with the activities of the various departments so that he/she may have a full knowledge of the handling of news from its collection to its publication, learn shorthand and typewriting and be examined from time to time to determine the progress being made.

11.6 Cadet journalists shall be given wide practical experience in reporting work and not be restricted to one class of work unless they are being trained in specific branches of journalism.

11.6.1 Cadets from time to time shall accompany classified journalists on assignment to receive practical instruction.

11.6.2 A cadet shall be permitted by his/her Company to absent himself/herself during ordinary working hours for periods not exceeding a total of four hours in any week to attend shorthand and typewriting classes, lectures, classes or examinations which apply to any specialised branch of journalism approved by the Company and the Alliance and/or in subjects prescribed for the course of the Diploma in Journalism granted by an Australian university or other approved course.

## **12. Cadet Photographers**

12.1 A cadet press photographer means an Employee who is constantly or regularly in training for newspaper work or who substantially does the work of one in training for newspaper work as a press photographer and who has not had three years experience in any such work.

12.2 Periods of such training on any newspaper shall be taken into account in calculating the period of experience specified in 12.1.

12.3 A cadet press photographer shall be fully and thoroughly taught and instructed by the Company in photographic journalism in accordance with the following syllabus:

12.3.1 Cadets shall be instructed progressively throughout their cadetship in their work and a responsible person shall supervise such training.

12.3.2 A person entering upon his/her cadetship shall be made familiar with the handling and publication of pictures.

**12.3.3** Cadets may be required to attend lectures by senior journalists and/or other authorities on the theory and practice of journalism to the extent that such lectures will give them an appreciation of news values including the use of photographs in newspaper production.

**12.3.4** Cadets shall be given wide practical experience and instruction in press photography and shall not be restricted to one class of work unless they are being trained in a special branch of press photography.

**12.3.5** Cadets from time to time shall accompany senior photographers on assignments to receive practical instruction.

**12.4** A cadet press photographer shall be permitted by his/her Company to absent himself/herself during ordinary working hours for such hours as may be agreed to from time to time between the cadet and the Company of the cadet to attend classes or examinations which apply to any specialized branch of press photography approved by the Company and the Alliance and/or in subjects prescribed for the course of the Diploma in Journalism granted by an Australian university or other approved course.

### **13. VDT Breaks**

**13.1.1** No journalist or cadet journalist shall be required to work on a visual display terminal for more than two hours straight without a break.

**13.1.2** Where a journalist or cadet journalist on any shift works on a visual display terminal for two hours straight, the journalist or cadet journalist shall be entitled to a ten-minute break in respect of each such two-hour period.

**13.1.3** Such VDT breaks shall be counted as time worked.

**13.1.4** Journalists or cadet journalists qualifying for VDT breaks under this subclause will normally be entitled to two such breaks. However, on extended shifts or parts of shifts, a journalist or cadet journalist may be entitled to more than two such VDT breaks.

**13.1.5** In an emergency the Company may require a journalist or cadet journalist to work on a visual display terminal for a maximum of two hours and thirty minutes straight.

**13.2** The provisions regarding VDT breaks prescribed in 13.1 shall be applied in accordance with the following:

**13.2.1** The purpose of the VDT break prescribed by the said 13.1 is to provide a formal break from operation of visual display terminals after two hours' continuous use. The purpose is not to reduce daily working hours.

**13.2.2** The Company may require a journalist or cadet journalist to engage in non-VDT work during the break provided for in 13.1. The intention is to give a break from VDTs, not a break from all work.

**13.2.3** The intention of the said 13.1 is that the break it provides for is to fall during the shift or part of the shift. It is not proposed that the VDT break be taken at the end of the shift (that is, a ten-minute early cut) or at the end of a half shift (that is, an extra ten minutes added to a meal break).

**13.2.4** Where a ten-minute break is taken before two hours' VDT work is completed, the next break will fall due after a further two hours' continuous work period on VDTs.

13.2.5 Where a break of less than ten minutes is taken by a journalist or cadet journalist the Company may require the journalist or cadet journalist to extend the break to ten minutes for the purposes of 13.1.

13.2.6 The parties acknowledge that in offices where informal arrangements work well, those arrangements, by agreement, may apply in lieu of the arrangement set out above.

#### 14. Classification of Employees

14.1 **Classified Employees or classified staff or Employees of the classified staff** for the purposes of this Agreement, means Employees classified as hereinafter mentioned, not for the purpose of controlling or regulating their qualifications or work or duties toward their Companies, but only to fix the minimum rates of pay which they are to receive.

14.2 Employees, except those specified in 14.3, shall be classified in two groups, namely journalists and press photographers, in accordance with the table which appears in Schedule A: Classifications.

14.3 The exceptions referred to in 14.2: Editors off the time book, cadets and casuals.

14.4 The classification table in Schedule A shall be implemented in accordance with the following:

Grades 5 and 6	- 20%
Grades 3 and 4	- 40%
Grade 2	- 20%
Grade 1	- 20%

Any excess in any grade may be used to make up the proportion prescribed for any lower grade.

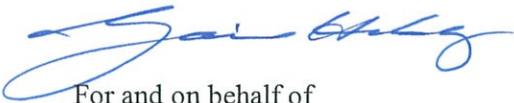
#### 15 No Extra Claims

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 Alliance.

It is a term of this Agreement that the Alliance will not pursue any extra claims, award or over-award, for improvement in wages or other terms and conditions of employment for the duration of this Agreement.

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 of the Australian Fair Pay Commission, Australian Industrial Relations Commission, FWC or any other court, commission or tribunal or body which is handed down 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.

This Agreement is intended to cover the field of the Employee's employment to the extent they are to be regulated by industrial instruments.



For and on behalf of  
the Company by an authorised  
representative and in the presence of:

GAIL HAMBY  
(Print Name)

DIRECTOR  
(Title)

1 DARLING ISLAND RD  
Address

DIRECTOR  
Explanation of authority to sign

Date: 12 July 2017

Witnessed by GG Maw

Greg Moses  
(Print Name)



For and on behalf of  
Employees by an authorised representative (The  
Media, Arts & Entertainment Alliance) and in  
the presence of:

PAUL MURPHY  
(Print Name)

CEO  
(Title)

245 Chalmers Street, Redfern  
Address

CEO - Media, Entertainment & Arts Alliance  
Explanation of authority to sign

Date: 12 July 2017

Witnessed by:



TANYA DE ALMEIDA  
(Print Name)

Schedule 1

Weekly Pay Rate Schedule

2% From the first full pay period on or after 1 July 2017			
	Weekly Rates	Casual Hourly Rate (inclusive of 20% casual loading)	Weekly Sub Editor Allowance
Grade 1 (D)	\$946.95		\$47.35
Grade 2 (C)	\$988.91		\$49.44
Grade 3 (B)	\$1,071.00	\$33.82	\$53.55
Grade 4 (B+)	\$1,154.46		\$57.72
Grade 5 (A)	\$1,277.66	\$40.35	\$63.88
Grade 6 (A+)	\$1,359.46		\$67.98
Grade 7 EOTB	\$1,523.90		\$76.19
Year 1	\$593.35		
Year 2	\$741.67		
Year 3	\$795.00		

(a) The minimum weekly rates of payment to Employees, except where otherwise provided in the agreement are listed above.

## SCHEDULE A - CLASSIFICATIONS

Number of Employees Classified: GRADE

	6/5	4/3	2	1
1	-	1	-	-
2	-	1	1	-
3	1	1	1	-
4	1	1	1	1
5	1	2	1	1
6	1	2	2	1
7	1	3	2	1
8	1	3	3	1
9	1	4	3	1
10	2	4	2	2
11	2	5	2	2
12	3	5	2	2
13	3	5	3	2
14	3	6	3	2
15	3	6	3	3
16	3	7	3	3
17	4	7	3	3
18	4	7	4	3
19	4	8	4	3
20	4	8	4	4
21	4	9	4	4
22	5	9	4	4
23	5	9	5	4
24	5	10	5	4
25	5	10	5	5
26	5	11	5	5
27	6	11	5	5
28	6	11	6	5
29	6	12	6	5
30	6	12	6	6
31	6	13	6	6
32	7	13	6	6
33	7	13	7	6
34	7	14	7	6
35	7	14	7	7
36	7	15	7	7
37	8	15	7	7
38	8	15	8	7
39	8	16	8	7
40	8	16	8	8
41	8	17	8	8
42	9	17	8	8
43	9	17	9	8
44	9	18	9	8
45	9	18	9	9

Thereafter

Any excess in any grade may be used to make up the proportion prescribed for any lower grade.

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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.

**IN THE FAIR WORK COMMISSION**

Matter No: AG2017/2796

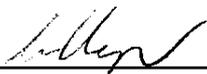
Re Application By: Fairfax Community Newspapers Pty Ltd; Regional Publishers Pty Ltd

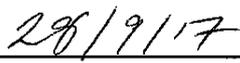
**UNDERTAKINGS**

In relation to the *Journalists' (Fairfax Community Newspapers NSW) Enterprise Agreement 2016 (Agreement)*, Fairfax Community Newspapers Pty Ltd and Regional Publishers Pty Ltd (FCN) undertake pursuant to section 190 of the *Fair Work Act 2009* that:

1. For the avoidance of doubt, clauses 4.2.2(a) and (b) of the Agreement will apply as though the references in those provisions to percentages of the Grade 3 (B) or Grade 5 (A) rate of pay were expressed as references to percentages of the weekly rate of pay for the relevant grade. Clause 4.5 of the Agreement continues to apply to the rates in clause 4.2.2.
2. Clause 4.9.1.5 of the Agreement will apply as though the word 'inefficiency' were deleted.
3. All casual employees engaged under the Agreement will be classified at either Grade 3 (B) or Grade 5 (A).
4. Where a Year 3 cadet is rostered to perform and performs ordinary duty where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday, he or she shall be paid an additional 10% of his or her base salary for the shift, rather than the additional 7.5% specified in clause 8.4 of the Agreement.
5. Where fees for the studies referred to in clauses 11.6.2 and 12.4 are paid by a cadet, they will be reimbursed by FCN, provided that the cadet's conduct and progress are satisfactory. This provision will not apply where FCN pays such fees directly. FCN is not required to either reimburse or pay for any amounts owed by the cadet under the Higher Education Contribution Scheme.

Signed for Fairfax Community Newspapers Pty Ltd and Regional Publishers Pty Ltd:

  
\_\_\_\_\_  
Sean Herger  
Group Employee Relations Manager

  
\_\_\_\_\_  
Date

1 Darling Island Road  
Pyrmont NSW 2009