



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Advertiser Newspapers Pty Limited T/A News Corp Australia and Others
(AG2018/6292)

NEWS CORP AUSTRALIA NEWSPAPERS - MEAA ENTERPRISE AGREEMENT 2018

Journalism

DEPUTY PRESIDENT MASSON

MELBOURNE, 4 APRIL 2019

Application for approval of the News Corp Australia Newspapers - MEAA Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *News Corp Australia Newspapers - MEAA Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by:

- Advertiser Newspapers Pty Limited T/A News Corp Australia
- Davies Brothers Pty Limited T/A News Corp Australia
- Gold Coast Publications Pty Limited T/A News Corp Australia
- Leader Associated Newspapers Pty Limited T/A News Corp Australia
- Messenger Press Pty Ltd T/A News Corp Australia
- Nationwide News Pty Ltd T/A News Corp Australia
- Queensland Newspapers Pty Ltd T/A News Corp Australia
- The Cairns Post Pty Limited T/A News Corp Australia
- The Geelong Advertiser Pty Ltd T/A News Corp Australia
- The Herald and Weekly Times Pty Limited T/A News Corp Australia
- The North Queensland Newspaper Company Pty Limited T/A News Corp Australia

[2] The Agreement is a single enterprise agreement.

[3] 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.

[4] 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 April 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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News Corp Australia Newspapers - MEAA Enterprise Agreement 2018

1. Title

This agreement shall be known as the News Corp Australia Newspapers - MEAA Enterprise Agreement 2018.

2. Arrangement

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3. Application of the Agreement

3.1 Subject to the provisions of clause 3.5, this Agreement shall be binding upon:

- (a) the following companies (the Employers):
 - (i) Nationwide News Pty Limited, of 2 Holt Street, Surry Hills, NSW;
 - (ii) The Herald and Weekly Times Pty Limited of 40 City Road, Southbank, VIC;
 - (iii) Advertiser Newspapers Pty Limited of 31 Waymouth Street, Adelaide, SA;
 - (iv) Queensland Newspapers Pty Limited of Corner Mayne Road and Campbell Street, Bowen Hills, QLD;
 - (v) Davies Brothers Pty Limited of Level 1, 2 Salamanca Square, Hobart, TAS;
 - (vi) Nationwide News Pty Limited, NT News Division of Printers Place, Darwin, NT;
 - (vii) The Cairns Post Pty Limited of 22 – 24 Abbott Street, Cairns, QLD;
 - (viii) The North Queensland Newspaper Company Pty Limited of 4/538 Flinders Street, Townsville, QLD;
 - (ix) Gold Coast Publications Pty Limited of 12-14 Marine Parade, Southport, QLD;
 - (x) Geelong Advertiser Pty Limited of 191 – 195 Ryrie Street, Geelong, VIC;

- (xi) NewsLocal, a division of Nationwide News Pty Limited of 2 Holt Street, Surry Hills, NSW;
- (xii) Quest Community Newspapers – A division of Nationwide News Pty Limited of Corner Mayne Road and Campbell Street, Stafford, QLD;
- (xiii) Leader Associated Newspapers Pty Limited of 1 Chapel Street, Blackburn, VIC;
- (xiv) Messenger Press Pty Limited of 31 Waymouth Street, Adelaide, SA,

with respect to their Employees engaged in journalism in its literary, artistic and photographic branches and/or the gathering, writing or preparing of news matter or news commentaries, in the classifications listed in Schedule 1 of this Agreement (for the avoidance of doubt, this Agreement does not cover employees engaged on Country Non-Daily Newspapers);

- (b) Employees; and
 - (c) the Alliance and its officers providing the Fair Work Commission notes the Alliance is bound by the Agreement under section 201 of the Act.
- 3.2 For the avoidance of doubt, this Agreement applies to the Employees of the Employers listed in clause 3.1(a), and does not apply to any employee of any other News Corp Australia company (any related body corporate or entity of News Limited as defined by the Corporations Act 2001).
- 3.3 This Agreement rescinds and replaces the agreements titled the News Corp Australia Newspapers - MEAA Enterprise Agreement 2016.
- 3.4 This Agreement operates to the exclusion of any award that might otherwise apply to Employees – including the Modern Award. With the exception of the National Employment Standards any other employment conditions (whether award or otherwise), which might otherwise apply to Employees are expressly excluded from this Agreement, and do not apply to the Employees employment.
- 3.5 This Agreement does not apply to:
- (a) the Editor-in-Chief, the Editor, or Employees engaged as Editor at Large of a Metropolitan Newspaper; and
 - (b) the Employees from time to time holding positions as determined by an Employer in a Metropolitan Newspaper (or other publication associated with a Metropolitan Newspaper) provided that the number of positions does not exceed those specified below.
 - (c) For the avoidance of doubt, where position titles are outlined in this subclause (c), this clause applies to a maximum of one Employee for each of the listed position titles:
 - (i) Victoria:
 - (A) The Weekly Times
 - Deputy Editor
 - (B) The Herald-Sun

- Deputy Editor
- Associate Editor
- Associate Editor Business
- Head of Vision
- Head of Lifestyle
- Head of Sport
- Head of Digital
- Head of Business
- Head of Production

(C) The Sunday Herald-Sun

- Deputy Editor

(ii) South Australia:

(A) The Advertiser:

- Deputy Editor
- Forward Planning Editor
- Editor SA Weekend
- Head of Production
- Head of Vision
- Executive Editor – Digital
- Head of Sport
- Head of News

(B) Sunday Mail:

- Deputy Editor

(iii) Queensland:

(A) The Courier-Mail:

- Deputy Editor
- Commercial Partnerships Editor
- News Director
- Night Editor
- Head of Digital
- Deputy Editor (Saturday)
- Head of Sport
- Q Weekend Editor

- (B) The Sunday Mail:
 - Deputy Editor
- (iv) Tasmania:
 - (A) The Mercury:
 - Deputy Editor
 - Head of News
 - (v) New South Wales and national roles at The Australian:
 - (A) Daily Telegraph:
 - Deputy Editor
 - Head of Vision
 - Head of Sport
 - Head of Digital
 - Head of Vision
 - Head of Production
 - Print Editor
 - News Director
 - Saturday Editor
 - (B) Sunday Telegraph:
 - Deputy Editor
 - Head of Lifestyle
 - (C) The Australian:
 - Chief of Staff
 - Night Editor
 - Deputy Editor
 - Weekend Editor
 - Sports Editor
 - Business Editor
 - Contributing Editor Economics
 - Production Editor
 - Digital Editor
 - Photographic Editor
- (vi) Northern Territory News, a division of Nationwide News Pty Limited:
 - (A) Northern Territory News:

- Deputy Editor
- (vii) National Network and news.com.au:
- Head of Group Editorial Commercial
 - Group Features Editor
 - Deputy Editor
 - Executive Editor Network
 - Head of News
 - Head of Digital
- (d) the following positions on a Regional Newspaper published in the following towns and cities:
- (i) Southport (Gold Coast) – Editor, Deputy Editor, Chief of Staff and News Editor
 - (ii) Townsville – Editor, Deputy Editor, Chief of Staff
 - (iii) Geelong – Editor, Head of News, and Deputy Editor
 - (iv) All other towns and cities – Editor
- (e) the following positions in a related group of Community Newspapers:
- (i) Editor-in-Chief
- (f) employees engaged on Country Non-Daily Newspapers.
- 3.6 In the event that any of the above positions set out in clause 3.5 is renamed or ceases to exist, this Agreement will not apply to either the renamed position or any new position which replaces it that has the same or substantially similar duties. If this occurs, the Employer will notify the Alliance in writing 14 days before the change takes effect. The Employer will also notify the Employee in writing that the position is exempt from this Agreement 14 days before the change takes effect.
- 3.7 Metropolitan Newspaper Employees classified in Grades 9 or 10 shall be exempted from the provisions of clauses 16 – Hours of Work and Roster; 17 – Shift and Weekend Penalties; 18 – Overtime; 30 – Distant Engagements; and 33 – Time Book and provided always that each Employee shall be given at least two clear days off duty in each week in accordance with the provisions of clause 16.4 – Days Off. The provisions of sub clause 18.7 shall apply to an Employee who is not given two clear days off.
- 3.8 Metropolitan Newspaper Employees who are paid a salary in excess of 17.5 per cent above Grade 10 in Schedule 1 of this Agreement shall be exempt from the provisions of clauses 6 – Grading Reviews; Schedule 1; 9 – Payment of Wages and Alteration of Pay Periods; 10 – Work Related Allowances; 13 – Casuals; 14 – Casual Conversion; 15 – Part Time Work; 16 – Hours of Work and Roster; 17 – Shift and Weekend Penalties; 18 – Overtime; 30 – Distant Engagement; and 33 – Time Book.
- 3.9 Editors employed at a Community Newspaper who are paid a salary in excess of 15 per cent above the Classification Rate for Grade 7 set out in Schedule 1 shall be exempt from the following provisions of this Agreement – Schedule 1; clause 6 – Grading Reviews; Clause 9 – Payment of Wages and Alteration of Pay Period; clause 10 – (Work Related

Allowances – except expense reimbursements); clause 13 – Casuals; clause 14 – Casual Conversion; clause 15 – Part Time Work; clause 16 – Hours of Work and Rosters; clause 17 – Shift and Weekend Penalties; and clause 18 – Overtime.

4. Definitions

Act means the Fair Work Act 2009.

Agreement means the News Corp Australia Newspapers - MEAA Enterprise Agreement 2018.

Alliance means the Media, Entertainment and Arts Alliance.

Artist means a person who prepares original drawings of any kind, or creative art of any kind, or who prepares for publication photographs, drawings, layouts, maps, plans, diagrams, decorations, lettering (including instant or transfer lettering), borders, backgrounds or similar embellishments but does not include a person solely employed in re-touching photographic plates.

Associated Newspaper means a newspaper published by an Employer and not issued daily, but does not include a Country Non-Daily Newspaper.

Associated Online Publication means news.com.au and any Metropolitan Newspaper, Regional Newspaper or Community Newspaper masthead website.

Cadet means an Employee who is constantly or regularly in training for journalism, press photography or editorial art and who has not become classified as a graded Employee. The Higher School Certificate or its equivalent Year 12 qualification normally will be the minimum entry requirement for a cadetship. An Employer shall have the right to appoint to cadetship a person without such qualification.

Classification Rate means the Classification Rate of Pay contained in Schedule 1.

Commission means a reference to the Fair Work Commission.

Communities Agreement 2011 means the News Limited – MEAA Community Newspapers Agreement 2011.

Community Newspaper means a newspaper that is principally distributed within a suburb or discrete collective of contiguous suburbs, within but not compromising the whole metropolitan area of a capital city.

Community Newspaper Employee means an Employee who is principally engaged on a Community Newspaper.

Continuous Shift Worker is as defined in the Act.

Country Non-Daily Newspaper means a newspaper published on less than five days a week and which is principally distributed within a regional area, other than a metropolitan area of a capital city.

Employees means editorial employees of the Employers in the Commonwealth of Australia as classified in Schedule 1, clause 7 and 8 in respect of all work to be done on the newspapers and Associated Online Publications including reporters, writers, photographers, sub-editors, cartoonists, artists, video journalists, moderators of blogs on news websites, editorial content producers for online publications, chiefs of staff, picture

editors, designers and production managers (other than employees engaged to work on a Country Non-Daily Newspaper). For the avoidance of doubt, employees who are principally employed to work in, or whose main duties relate to, broadcasting or magazines or who are employed to work within the magazine or broadcasting divisions (or their successors) are not Employees.

Metropolitan Newspapers means a daily newspaper published by an Employer Monday to Saturday or published only on a Sunday and which is principally distributed throughout the metropolitan area of one or more capital cities and any associated publication of that newspaper. For the avoidance of doubt, this includes the Weekly Times, the Sportsman, news.com.au, National Network and any centralised sub editing section (however described) of each Employer.

Metropolitan Newspaper Employee means an Employee who is principally engaged on a Metropolitan Newspaper.

Metropolitan Agreement 2010 means the News Ltd Metropolitan Daily Newspapers – MEAA Agreement 2010.

Modern Award means the Journalists Published Media Award 2010.

Photographer means a person who takes and where necessary prepares photographs for reproduction in a newspaper published by an Employer.

Regional Agreement 2010 means the News Limited Regional Daily Newspapers – MEAA Enterprise Agreement 2010.

Regional Newspaper Employee means an Employee who is principally engaged on a Regional Newspaper.

Regional Newspaper means a newspaper which is published on more than four days a week and which is principally distributed within a regional area, other than a metropolitan area or a capital city by an Employer.

5. National Employment Standards

- 5.1 No term of this Agreement will operate to exclude the National Employment Standards or any provision of the National Employment Standards or be detrimental to an Employee in any respect when compared to the National Employment Standards.

6. Grading Reviews

- 6.1 In addition to an Employer's performance development review process, there will be an annual grading review of each Employee, which will determine each Employee's grade and/or margin. Determining an Employee's grade and/or margin remains at the editor's discretion.
- 6.2 An Employee may refer to a performance development review, or any other matter/information (including periods of acting in a higher position) when seeking an upgrade. A performance development review may only be one of many factors taken into account to determine any grading review.
- 6.3 Employees who support an application for a grading review in writing will be advised in writing of the outcome of their grading review. If an Employee disputes the outcome of their grading review, the Employee can engage clause 34 – Disputes Settling Procedure.

- 6.4 The timing of this review will be advised in advance with reasonable notice.
- 6.5 An Employee may decline to participate in any particular grading review at the time of receiving the notice in clause 6.4. This does not negate an Employer's right to discuss any work-related matter with an Employee.

7. Imaging Department & Pre Press Editorial Assistants

7.1 This clause 7 - Imaging Department & Pre Press Editorial Assistants - does not apply to Regional Newspaper Employees and Community Newspaper Employees.

7.2 Persons employed in the imaging department of a Metropolitan Newspaper as pre press editorial assistants are covered by this Agreement.

7.3 Definitions

(a) Pre press editorial Assistants Level 1.

- (i) An Editorial Assistant at this level will work under general supervision from the appropriate Editor or his/her nominee.
- (ii) Employees at this level will be responsible for the quality and accuracy of their own work and need specific instructions only when new procedures or tasks are involved.
- (iii) Employees at this level will have the following skills:
 - (A) Accurate keyboard skills with a minimum speed of 45 wpm.
 - (B) Pre Press Tradesperson's certificate or apprenticeship for transferees from pre press.
 - (C) Successful completion of basic editorial computer systems courses and/or the ability to assess the reproduction quality of half tones and graphics.
- (iv) Indicative tasks may include but are not limited to the input of any copy, scanning of any material using OCR or desktop scanners and routine maintenance of equipment.
- (v) Employees at this level may be required to undertake training at Level 2.

(b) Pre Press Editorial Assistants Level 2

- (i) An Editorial Assistant at this level will work under the limited supervision of the Editor or his/her nominee to establish continued satisfactory performance at this level and is required to use the skills attained at Level 2.
- (ii) Employees will have all the skills of a Level 1 operator, may be required to perform Level 1 duties and will have successfully completed:
 - (A) A basic editorial computer course providing skills in the manipulation of material into stored layouts, making adjustments and corrections as necessary.
- (iii) As well as the indicative tasks at Level 1, additional tasks will include but not be limited to:
 - (A) putting material electronically into predetermined layouts;

- (B) adjusting material headings and layout to fit;
- (C) instructions to system to send material to appropriate destinations.

OR

- (D) Satisfactory completion of in-house mono training course of approximately 20 hours providing skills in scanning in negatives, reflective copy or transparencies and electronic manipulation, or an approved equivalent TAFE course.
- (iv) As well as the tasks at Level 1, additional indicative tasks will include but not be limited to scanning, cropping, enhancement, manipulation deep etching, insertion of caption details, instructing systems to send material to appropriate desks, image setting and/or library facilities.
- (v) Employees having completed appropriate training for Level 2 will not progress to level 2 until a probationary period of up to 3 months has been served in order to demonstrate his/her competence at this level.

8. Cadets

- 8.1 The minimum weekly rates of payment to cadets shall be the following percentage of the Classification Rate prescribed for a Metropolitan Newspaper, Regional Newspaper, or Community Newspaper Grade 1 Employee (as applicable):

Year of cadetship	Metropolitan Newspaper Cadet Percentage	Regional Newspaper & Community Newspaper Cadet Percentage
First year	75 per cent	65 per cent
Second year	85 per cent	80 per cent
Third year	95 per cent	90 per cent

- 8.2 Subject to the provisions of this subclause, the period of cadetship shall be as follows:

- (a) For a cadet other than a graduate of an approved tertiary course, the period of cadetship shall not exceed three years, provided that cadet training requirements are met.
- (b) For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship shall not exceed one year during which the cadet shall be paid at the percentage for a final year cadet.
- (c) A cadet who, after twelve months or more employment, completes an approved tertiary course, shall be advanced to final year of cadetship.

- (d) Provided that periods of training in journalism, press photography or editorial art on any newspaper or magazine shall be taken into account in determining the year of cadetship.
- 8.3 A cadet shall be fully and thoroughly taught and instructed in the profession of journalism provided that:
- (a) Cadets shall be instructed progressively throughout their cadetship in practical journalism as it operates within the office in which for the time being the cadet is employed and a responsible person shall supervise that training.
 - (b) An Employer shall arrange for journalists and others to give a series of suitable lectures to cadets.
- 8.4 Subject to the proviso hereunder:
- (a) A cadet shall not be entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in short hand has been attained. If a cadet attains a minimum standard of 60 words per minute in shorthand in the second year of employment, the period beyond twelve months taken to achieve the said minimum shall correspondingly reduce the second year of cadetship.
 - (b) 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 in shorthand has been attained. If a cadet attains a minimum standard of 80 words per minute in shorthand in the third year of employment, the period beyond 24 months taken to achieve the said minimum shall correspondingly reduce the third year of cadetship.
 - (c) 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.
 - (d) A graduate cadet who has been classified as a Grade 1 Employee shall not be entitled to be classified as a Grade 2 Employee until a standard of 120 words per minute in shorthand writing has been attained.
- Provided that an Employer 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.
- 8.5 Tuition in shorthand shall be arranged by an Employer either within or outside the office and each cadet shall be rostered by an Employer to attend shorthand training each week. Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of the cadet shall regularly monitor the progress being made by each cadet, and particularly whether or not the cadet's record of attendance at classes is satisfactory. Where a cadet assigned to offices outside the city in which he or she commences his or her cadetship, an Employer is only obliged to roster the cadet for shorthand training where possible.
- 8.6 A cadet shall be permitted by an Employer to absent himself or 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 an Employer, and in addition for periods not exceeding a total of six hours in any week to attend at an Australian university for a course in journalism or other approved course. A cadet who is advanced to the classified

staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by an Employer.

- 8.7 A cadet in press photography shall be permitted by an Employer to absent himself or herself during ordinary working hours for periods not exceeding a total of ten hours in any week to attend a diploma or similar course, in a State where such a course is available, approved by an Employer and to which the cadet gains entry. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by an Employer.
- 8.8 A cadet in editorial art shall be permitted by an Employer to absent himself or herself during ordinary working hours for periods not exceeding a total of ten hours in any week to attend art classes at a technical school or art school, such course to be approved by an Employer. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by an Employer.
- 8.9 All lecture and other fees for the studies prescribed should be made available by an Employer provided that the cadet's conduct and progress are satisfactory. Provided that an Employer is not required to either reimburse or pay for any amounts owed by a cadet under the Higher Education Contribution Scheme.

9. Payment of Wages and Alteration of Pay Period

- 9.1 An Employee may be paid by cash, cheque or electronic funds transfer at the election of an Employer.
- 9.2 An Employer may pay wages weekly or fortnightly.
- 9.3 Upon the provision of six months' notice by an Employer to affected Employee(s), wages may be paid to an individual Employee on a monthly basis (with no more than 2 weeks' wages paid in arrears).
- 9.4 An Employer will hold discussions on implementation of monthly pay with Employees, and undertakes that all necessary steps will be taken to ensure that no Employee is disadvantaged (particularly in respect of the first pay in the transition) as a result of the implementation of a monthly pay period.
- 9.5 Nothing in this clause shall limit the right of an Employer to implement a change of pay period by agreement with an individual Employee.
- 9.6 The provisions of clause 9 do not affect the Employer's practice as far as reimbursement of expenses incurred and the mileage allowance are concerned.

10. Work Related Allowances

- 10.1 Allowances will be increased in accordance with the relevant CPI component for increasing allowances on the following basis:

Allowance	Rate
1. Meal allowance [subclause 10.3]	\$22.08

2. Evening dress allowance [subclause 10.5]	\$378.71
3. Spectacles allowance [subclause10.6]	\$125.33
4. Contact lenses allowance [subclause10.6]	\$228.42
5. Mileage Allowance [subclause10.7]	\$0.76
6. Council Attendance Allowance [subclause 10.8]	\$12.10

Allowances 1., 2., 3., 4., and 5. above were last varied to the relevant CPI to July 2018.

10.2 Allowances are to be further varied each year in accordance with the relevant CPI when 30 June figures are available.

10.3 Meal Allowance

(a) For the purposes of this clause, normal meal break hours are:

Breakfast: 6am to 8am

Lunch: noon to 2pm

Dinner: 6pm to 8pm

(b) If an Employee's duty compels him or her to take more than one meal a day away from home, any meal or meals in excess of one meal a day shall (unless otherwise paid for or reimbursed by an Employer) be paid for by an Employer at the rate outlined in clause 10.1 item 1 for each such meal. For the purpose of this sub-clause, 'meal' shall mean breakfast, lunch or dinner. An Employer may require an Employee to provide evidence that the Employee has taken and paid for such a meal.

(c) An Employee shall be entitled to the payment of one meal allowance in any one day if the Employee works throughout two of the specified meal break periods in that day, or two meal allowances if working throughout three of the specified meal break periods.

10.4 Transport

With the exception of Regional Newspaper Employees and Community Newspaper Employees, if an Employee not permanently employed on night work is engaged until such an hour that the ordinary means of public transport are not available, or is required to start work before his or her normal means of transport are available, he or she shall be allowed the necessary expense of transport to or from home, or transport shall be provided by an Employer.

10.5 Evening Dress Allowance

(a) An Employee engaged on work requiring attendance in evening dress shall be provided with reasonable transport facilities.

(b) An Employee regularly engaged on work requiring attendance in evening attire, or in special attire, shall be paid a minimum allowance outlined in clause 10.1 item 2 per year.

- (c) An Employee shall be reasonably compensated for damage to clothing and personal effects arising out of, and in the course of, his or her employment.

10.6 Spectacle Allowance

- (a) With the exception of Regional Newspaper Employees and Community Newspaper Employees, an Employer shall arrange for each Employee required to operate a visual display terminal (VDT) to receive a full eye examination by an ophthalmologist or an optometrist nominated by an Employer, or as otherwise agreed, and at an Employer's expense. This test should be arranged before the Employee is required to use a VDT in production. The results of the test shall be available to the Employee. A follow up examination shall be arranged by an Employer six months after the Employee first uses VDTs in production and thereafter at a minimum of every two years if required by the Employee.
- (b) Where an ophthalmologist or optometrist prescribes new spectacles, or a lens change for existing spectacles, specifically for VDT operations, an Employer shall pay the cost of:
- (i) in the case of new spectacles - spectacle frames (up to the amount in clause 10.1 item 3) and lens (up to the amount in clause 10.2 item 4); or
 - (ii) in the case of a new lens for existing spectacles up to the amount in clause 10.1 item 4.

However, except in the case of Regional Newspaper Employees, the Employer is only required to pay one amount under this clause 10.6 (b) (and its predecessors) every 2 years.

- (c) Where the Employee receives a health fund or other benefit towards the cost of spectacles, an Employer shall pay the difference between the cost of the spectacles and the benefit, with a maximum amount outlined in clause 10.1 item 3 on the frames.
- (d) The existing entitlement to reimbursement for prescription spectacles specifically for VDT use will be extended to prescription contact lenses specifically for VDT use, provided the same eligibility criteria is met and that reimbursement is for either spectacles or contact lenses, not both. The amount of reimbursement for the cost of contact lenses will be as prescribed in clause 10.1 item 4, as varied, (less any amount received by the Employee from their health fund or other benefit).
- (e) This clause 10.6 only applies to Employees engaged by an Employer as at the following dates:

Metropolitan Newspaper Employees	13 December 2010
Regional Newspaper Employees	26 January 2011
Community Newspaper Employees	7 June 2011

and does not apply to any Employees who commence employment with an Employer after these dates.

10.7 Mileage Allowance

A mileage allowance will be paid where an Employee is required by an Employer to use their own car for work at a rate outlined in clause 10.1 item 5. This rate will be rounded to the nearest half cent. For the avoidance of doubt, this does not apply to travel from the Employee's usual residence to and from the Employee's usual place of work. Provided that where an Employee, as at the date of commencement of this Agreement, is in receipt of a mileage allowance or similar, the Employee shall not have their existing mileage allowance or similar reduced.

10.8 Employees engaged as reporters on Messenger Community Newspapers and required to report on Council meetings at Council Chambers that go beyond 8.30pm will be paid a Council Attendance Payment as outlined in clause 10.1 item 6.

10.9 Higher Duties

- (a) This Higher Duties Allowance shall only apply to Community Newspaper Employees principally engaged on News Local Community Newspapers.
- (b) Where an Employee acts as an editor, chief of staff, production editor, pictorial editor or a chief photographer a higher duties allowance may be paid at the discretion of an Employer. The allowance is determined on a case by case basis by the Editor in Chief. Where an Employee acts in one of the abovementioned roles for more than 4 consecutive weeks the Editor in Chief should not unreasonably withhold their discretion of a payment of a higher duties allowance. If an Employer proposes to pay an allowance, the allowance is to be negotiated prior to an Employee commencing the higher duties.

11. Work Related Expenses

- 11.1 All reasonable work related expenses shall be reimbursed by the Employer, subject to the Employer's agreement – not to be unreasonably withheld.
- 11.2 Where an Employee is required and/or directed by the editor, supervisor or chief of staff to use personal communications equipment, such as mobile phones, message bank, pagers or personal computers, their Employer shall reimburse all reasonable expenses incurred, subject to the Employer's agreement – not to be unreasonably withheld.

12. Salary Sacrifice

- 12.1 An Employer and an Employee may agree to vary the components of an Employee's weekly rate of pay from time to time. As part of this, an Employer may agree to pay an amount on an Employee's behalf under a salary sacrifice arrangement into an Employee's superannuation fund.
- 12.2 An Employer is to advise Employees of the various administrative requirements to allow this to occur, and various requirements in relation to providing for salary sacrifice contributions.
- 12.3 The Employee must give an Employer a written election for any particular salary sacrifice arrangement and the salary sacrifice arrangement must be made before the salary sacrifice commences.

- 12.4 Entry into and exit from a salary sacrifice arrangement is only available on an annual basis.
- 12.5 The ability to salary sacrifice is subject to each Employer having the payroll/administrative capacity to administer salary sacrificing.

13. Casuals

13.1 A casual Employee is an Employee engaged as such. A casual Employee shall be engaged, and paid by the hour, provided casual Employees will receive a minimum payment of 4 hours for each engagement.

13.2 Casual employees minimum classification

- (a) Casual employees engaged at a Metropolitan Newspaper shall be engaged at a minimum level of Grade 3, except:
 - (i) where the casual demonstrably has appropriate skill, when the hourly rate will be calculated on the Grade 5 hourly Classification Rate; or
 - (ii) in the case of an Employee engaged on news.com.au, when the hourly rate will be calculated on the Grade 1 hourly Classification Rate.
- (b) Casual Employees who are engaged to work at a Regional Newspaper may be engaged at minimum level of Grade 2(a).
- (c) Casual Employees who are engaged to work at a Community Newspaper may be engaged at a minimum level of Grade 2.

13.3 A casual Employee will be paid an hourly rate of pay equivalent to 1/38th of the applicable hourly Classification Rate.

13.4 Casual Employees will be entitled to a casual loading of 20 per cent of the applicable Classification Rate comprising:

- (a) A payment in lieu of annual leave of 8.33% (1/12th);
- (b) The balance as compensation for the other incidents of casual employment.

This casual loading will not be taken into account in the calculation of penalties, overtime or any other penalty rates or allowances.

13.5 A casual Employee will be entitled to the following penalties for each hour of a rostered engagement they work, where any part of that rostered engagement falls between the following times:

- (a) 6am to 7am: 10 per cent of the applicable Classification Rate determined by the Employer
- (b) 6pm to 8.30pm: 10 per cent of the applicable Classification Rate determined by the Employer
- (c) 8.30pm to 6am: 17.5 per cent of the applicable Classification Rate determined by the Employer (except in the case of a Regional Newspaper Employee, in which case it will be 15 per cent).

The amounts specified under clauses 13.5(a), 13.5(b) and 13.5(c) are non-cumulative. If a casual Employee would be entitled to a penalty under more than one of these paragraphs, then they will only be entitled to the greater of those penalties and not any of the others.

- 13.6 A casual Employee will be entitled to the following penalties for each hour of a rostered engagement they work, the greater part which falls between midnight Friday and midnight Sunday:
- (a) 10 per cent of the applicable Classification Rate.
- 13.7 Calculating of time worked shall be in accordance with clause 16.3 of this Agreement.
- 13.8 Casual Employees are entitled to overtime for hours worked in excess of 10 hours on a day or 38 hours in a week. The overtime rates are:
- (a) for the first 2 hours, 1.5 times the applicable Classification Rate;
 - (b) thereafter, 2 times the applicable Classification Rate.
- 13.9 This clause 13 - Casuals shall not apply where clause 18.12 - Work on Another Publication - applies.
- 13.10 Casual Employees are not entitled to any redundancy entitlements.
- 13.11 A casual employee's employment terminates at the end of each day or shift in which they are engaged.
- 13.12 Either the Employer or the casual employee may terminate the employee's employment on one hour's notice. In the case of the casual employee engaging in serious misconduct or such other conduct entitling the Employer to summarily dismiss the employee at common law, the Employer may terminate the casual employee's employment with immediate effect.
- 13.13 Nothing in this clause restricts a casual employee from bringing a claim for unfair dismissal under section 385 of the Act.
- 13.14 Only this clause 13 – Casuals and the following clauses shall apply to casual Employees:
- (a) Clause 1 – Title;
 - (b) Clause 2 – Arrangement;
 - (c) Clause 3 – Application of the Agreement;
 - (d) Clause 4 – Definitions;

- (e) Subclauses – 9.2 and 9.3 (which concern payment of wages);
- (f) Subclauses –10.3(b)and 10.5(c) (which concerns meal allowance and damage to clothing respectively);
- (g) Clause 14 – Casual Conversion;
- (h) Subclauses – 16.3, 16.11and 16.12 (which concern calculation of time worked, VDT breaks and broadcasting and television respectively);
- (i) Clause 21 – Parental Leave (but only in respect of eligible casuals as defined);
- (j) Clause 33 – Time Book;
- (k) Clause 34 – Disputes Settling Procedure;
- (l) Clause 40– Copyright;
- (m) Clause 41 – Technology;
- (n) Clause 42– Term and No Extra Claims; and
- (o) Schedule 1 – Rates of Pay - Parts A1, B1, and C1 of Schedule 1.

14. Casual Conversion

- 14.1 An eligible regular casual Employee is an Employee who has worked a regular pattern of hours and/or days over the preceding six months and a minimum of 21 hours per week and seeks to convert to 3 days per week or more and at least 21 hours per week.
- 14.2 It is agreed that eligible regular casual Employees may have the basis of their employment converted from casual to permanent/permanent part-time by mutual agreement. In determining the minimum hours upon conversion, the parties should have regard for the number of hours generally worked by the Employee on a week-to-week basis as a casual Employee.
- 14.3 A standard conversion application form will be made available to all eligible regular casuals.
- 14.4 After an eligible regular casual Employee has submitted an application he/she will be advised within 14 days whether the application has been accepted. Unsuccessful applications will be advised in writing of the reasons of the decision.
- 14.5 When an application is rejected, an Employee (or if the Employee elects through his/her representative), may seek:
 - (a) a review of the decision by local management; and/or
 - (b) a resolution through the relevant dispute settling procedure.
- 14.6 Without limiting any reasons for which an application may not be approved, it is agreed by the parties that:
 - (a) applications will not be approved unless an eligible regular casual Employee works 3 days per week or more (and at least 21 hours per week) and seeks to convert to 3 days per week or more and at least 21 hours per week;

- (b) applications will not be approved unless an eligible regular casual Employee seeking conversion agrees not to work for a rival publication, radio or television outlet in the absence of written approval from the editor.

15. Part Time Work

- 15.1 A regular part time Employee is a permanent Employee engaged as such to work less than 38 hours per week of ordinary time on a reasonably predictable and ongoing basis.
- 15.2 A regular part time Employee shall be engaged for a minimum of four (4) consecutive hours on any rostered shift. They may be rostered between 4 and 11 hours per day over any five days of the week.
- 15.3 The minimum hourly rate of pay for a regular part time Employee under this Agreement shall be the hourly Classification Rate for a full time Employee in the same classification as the regular part time Employee (i.e. the applicable minimum Classification Rate divided by 38).
- 15.4 Clause 18 - Overtime - shall apply to regular part time Employees, subject to the provisions of subclause 15.7. Where appropriate, application of all other clauses that apply to part time Employee shall be on a pro rata basis.
- 15.5 Regular part time Employees will have their hours determined at the commencement of their employment in writing. The grade of each regular part time Employee, which shall be no less than Grade 2 [or, in the case of a Regional Newspaper Employee Grade 1(b)], shall be agreed in writing between the Employee and an Employer before the Employee commences employment.
- 15.6 The hours of a regular part time Employee may be varied by:
 - (a) agreement between the Employee and an Employer; or
 - (b) by an Employer giving the Employee seven days' notice in writing, provided there is no diminution of the total agreed number of ordinary weekly hours of work.
- 15.7 Overtime for regular part time Employees
 - (a) Hours worked beyond the Employee's rostered shift on any rostered day will be overtime. However, if a part time Employee agrees to work additional hours to their ordinary hours on any day, then the Employee will be paid at single time for the first 10 hours (including ordinary hours) worked.
 - (b) By agreement between an Employer and an Employee, a regular part time Employee may, in addition to their rostered shift or shifts in a week, work an unrostered shift or shifts as ordinary time, provided that any hours worked in excess of 38 hours per week will be overtime and compensated as in clause 18 - Overtime.

16. Hours of Work and Roster

- 16.1 Hours of Work
 - (a) In this clause, day means a period of 24 hours unless stated otherwise.
 - (b) Ordinary hours of duty shall be a minimum of four hours and a maximum of eleven hours per day. In circumstances where an Employee works a four day week, the

span may be changed to a maximum of 12 hours by agreement with the Employee and an Employer.

- (c) Ordinary hours of duty shall be an average of 38 hours per week to be worked on one of the following bases (provided that the requirements of clause 16.4 are met):
 - (i) by Employees working 38 ordinary hours on five days per week; or
 - (ii) by Employees working the following ordinary hours over 19 days in a 20 day work cycle:
 - (A) 40 ordinary hours in each of three weeks and 32 ordinary hours in one week in the 20 day work cycle; or
 - (iii) by Employees working the following ordinary hours over nine days in a ten day work cycle:
 - (A) 42 ordinary hours in one week and 34 ordinary hours in one week in the ten day work cycle; or
 - (iv) by Employees working 38 hours on four days in each five day work cycle.
- (d) Prior to the implementation of any change to an arrangement for working the average of 38 hours per week outlined in 16.1(e) or 16.1(f) below, an Employer shall:
 - (i) consult with affected Employee/s (and with their representative if requested by the affected Employee) and explain the genuine operational reasons for the proposed change;
 - (ii) invite affected Employee/s to respond to the proposed change;
 - (iii) where an affected Employee expresses concern about the change and its impact on them, give genuine consideration to any concerns raised and/or any alternative proposal;
 - (iv) respond to any alternative proposal and/or any concerns raised, and provide reasons for the response.
- (e) An arrangement for working the average of 38 hours per week at each workplace (or section of the workplace) shall be:
 - (i) agreed between an Employer and the majority of Employees affected; or
 - (ii) introduced at the Employer's direction, after it provides two months' notice to, and consults with, the affected Employees in respect of the arrangement,
provided that the requirements of sub-clauses 16.1(b), 16.1(c) and 16.4 are met.
- (f) An arrangement for working the average of 38 hours per week which differs from the arrangement for working the average of 38 hours per week for the majority of Employees in a workplace (or section of the workplace) may be:
 - (i) agreed to by an Employer and an individual Employee; or
 - (ii) introduced at an Employer's direction in relation to an individual Employee, after it provides two months' notice to, and consults with, that individual Employee in respect of the arrangement,
provided that sub-clauses 16.1(b), 16.1(c) and 16.4 are met.

- (g) In the fortnights in which Christmas Day and Good Friday occur, the ordinary hours of duty shall be reduced by eight hours.

16.2 Make up Time

An Employee may elect, with the consent of an Employer, to work “make up time” under which the Employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

16.3 Calculation of time worked

- (a) Except on a distant engagement, an Employee’s hours of duty shall count continuously from the time of entering upon duty, as defined in this clause, until the time of ceasing duty.
- (b) ‘Entering upon duty’ means the earlier of:
 - (i) Arrival at the office for the first time in the day to begin duty as required by the roster; or
 - (ii) Beginning the first engagement, provided that a reasonable time shall be allowed to cover the period required to reach the engagement from home or from the temporary place of residence or accommodation should an Employee be temporarily assigned to duty away from the city or town in which he or she is regularly employed.

16.4 Days off

- (a) Each Employee shall have at least 2 days off in every seven days in relation to the period over which 38 hours is averaged under sub-clause 16.1.
- (b) Where an Employee works a 4-day week, 9-day fortnight or 19-day month, the days off duty in accordance with sub-clause 16.1(c) shall be increased to give effect to these arrangements.
- (c) Provided further that in the fortnights set out in clause 16.1(g), the days off work shall be increased by one.
- (d) An Employee working under an arrangement specified in sub-clauses 16.1(c)(ii), 16.1(c)(iii) or 16.1(c)(iv) may, by agreement with his or her Employer, bank up to three days off.
- (e) In respect of a day off duty, an Employer may depart from the roster referred to in sub-clause 16.6 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, an Employer 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.
- (f) Where an Employee is given a day off duty, that day shall commence at the expiration of twelve hours from the time the Employee ceased duty.
- (g) When an Employee is given two or more consecutive days off duty, those consecutive days off duty shall commence at the expiration of eight hours from the time the Employee ceased duty.

- 16.5 An Employee who is not given any of the day or days off duty referred to in subclause 16.4 by any of the methods provided for in this clause shall be paid for such days in accordance with sub-clause 18.7.
- 16.6 Rosters
- (a) The starting and finishing times of the ordinary daily hours of work and days off duty of an Employee will be rostered at least fourteen days in advance. Provided an Employer and a majority of Employees in a section may agree that a roster is not feasible. Such agreement shall contain provisions for the means of determining overtime and days off and shall be in writing.
 - (b) Due to unforeseen circumstances, rostered ordinary hours of duty of an Employee may be changed by an Employer 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.
- 16.7 Agreements referred to in sub-clause 16.1(e)(i) or 16.1(f)(i) of this Agreement, introducing a 38 hour week in the form of a 4-day week, 9-day fortnight or 19-day month, may include provisions designed to meet the previously known requirement of “negligible cost impact”.
- 16.8 Meal breaks – Metropolitan Newspaper Employees
- (a) An Employee shall not be compelled to work more than five hours without a break of not less than 20 minutes.
 - (b) Where an Employee is permitted a break of one hour off duty for a meal, an Employer shall be entitled to deduct one hour from the total time worked in accordance with sub-clause 16.3(b). If the break permitted is less than one hour, no time shall be deducted. Not more than one hour shall be deducted in any one day.
- 16.9 Meal Breaks - Regional Newspaper Employees:
- (a) Where an Employee:
 - (i) is required to take a meal break of ½ hour or more an Employer will be entitled to deduct the time of the meal break from the total time worked. Where the break taken is less than ½ hour no time will be deducted in any one day;
 - (ii) works for four hours or more after 6.00pm then they will be allowed time off for a supper period of 20 minutes between 9.30pm and 12.30am each night in addition to time which may have been taken off for an evening meal.
- 16.10 Meal Breaks - Community Newspaper Employees:
- (a) An Employee shall not be compelled to work more than 5 hours without a break of not less than 20 minutes.
 - (b) Where an Employee is permitted a meal break of between 30 and 60 minutes off duty for a meal an Employer shall be entitled to deduct the time taken for a meal from the total time worked by the Employee.

- (c) Where an Employee is permitted a meal break of less than 30 minutes an Employer shall not deduct the time taken for a meal from the total time worked by the Employee.
- (d) The period to be taken as a meal break may be altered either:
 - (i) by an Employer giving an Employee 2 days' notice; or
 - (ii) at any time by mutual consent.

16.11 VDT Breaks

No Employee shall be required to work on a VDT for more than two hours straight without a break.

- (a) Where an Employee on any shift works on a VDT for two hours straight, the Employee shall be entitled to a ten minute break in respect of each such two hour period.
- (b) Such VDT break shall be counted as time worked.
- (c) Employees qualifying for VDT breaks under this sub-clause will normally be entitled to two such breaks. However, on extended shifts or parts of shifts, an Employee may be entitled to more than two such VDT breaks.
- (d) In an emergency, an Employer may require an Employee to work on a VDT for a maximum of two hours and thirty minutes straight.
- (e) The VDT break shall be taken during a shift or part of a shift. The VDT break shall not be taken at the end of a shift or at the end of a half shift.

This clause 16.11 does not apply to Community Newspaper Employees.

16.12 Broadcasting and Television

All time involved in television and broadcasting or in gathering or preparing matter for television and/or broadcasting by direction of an Employer shall be regarded as hours at employment in accordance with the provisions of this Agreement.

17. Shift and Weekend Penalties

- 17.1 An Employee who is instructed by an Employer to perform and performs ordinary duty on a shift, any part of which falls between the hours of 6.00am and 7.00am, or is instructed to perform and performs ordinary duty on a shift that concludes between the hours of 6.00pm and 8.30pm, shall be paid an additional 10 per cent of his or her Classification Rate for that shift.
- 17.2 An Employee who is instructed by an Employer to perform and performs ordinary duty on a shift, any part of which falls between the hours of 8.30pm and 6.00am, shall be paid an additional 17.5 per cent of his or her Classification Rate for that shift (except in the case of a Regional Newspaper Employee, in which case it will be 15 per cent).
- 17.3 Where agreement is reached under sub-clauses 16.1(e)(i) or 16.1(f)(i) to move from a five day week to a four day week, nine day fortnight or 19 day month and the new work arrangements would result in increased costs by some or all of the Employees concerned becoming entitled to shift penalties and/or overtime that they were not entitled to when working on a five day per week basis, the agreement may provide that one or more of the

penalties in sub-clauses 17.1 and 17.2, or the overtime entitlements in clause 18, will not apply, in which case those penalties under sub-clauses 17.1 and 17.2, and overtime entitlements in clause 18, will not apply.

- 17.4 The additional rates provided in sub-clauses 17.1 and 17.2 of this sub-clause are not cumulative and, where any shift attracts both penalties, the higher percentage only shall be paid.
- 17.5 An Employee who is rostered to perform and performs ordinary duty on a shift, where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday, shall be paid an additional 10 per cent of his or her Classification Rate for that shift.
- 17.6 For Metropolitan Newspaper Employees the respective additional payments prescribed in this sub-clause shall not exceed the amount based on the Classification Rate for a Grade 8 Employee; or, in the case of Community Newspaper Employee, Grade 7; or in the case of Regional Newspaper Employee, Grade 5(b).
- 17.7 The penalties prescribed in this sub-clause are payable only in respect of ordinary hours of work and not when overtime is worked.

18. Overtime

- 18.1 An Employer will continue to investigate a format to post rosters and time books in an electronic form. In the meantime, overtime will continue to be recorded manually.
- 18.2 Employees shall have the ability to access their personal overtime records.
- 18.3 Any amount paid to an Employee in excess of the Classification Rate for the Employee's grade shall not be regarded as a set-off against overtime worked, except as provided for in clauses 3.8, 3.9 and 38. The hourly rate for overtime purposes shall be calculated by dividing an Employees Classification Rate by 38.
- 18.4 Overtime represents all time worked outside an Employee's rostered hours of duty, except for time worked on a rostered day off (hereinafter called a "sixth shift"). For the avoidance of doubt, where the Employer does not provide the requisite amount of notice in accordance with sub-clause 16.6(a) – Rosters, overtime shall not be payable for not providing the requisite amount of notice.
- 18.5 Overtime shall be compensated for in the following manner:
 - (a) Overtime, other than a sixth shift, will be banked to be taken as time off in lieu at single time.
 - (b) Time off in lieu of overtime shall be taken as mutually agreed, or by an Employer rostering accrued overtime as time off in lieu, by giving at least 14 days' notice that the Employee is required to take such accrued time off in lieu, provided it is taken prior to sub-clauses 18.5(c) and 18.5(d) having effect.
 - (c) On 1 January in each year, all untaken time off in lieu accrued before 1 July in the previous year shall be paid out at the overtime rates prescribed in sub clause 18.5(f).
 - (d) On 1 July in each year, all untaken time off in lieu accrued before 1 January in that year shall be paid out at overtime rates prescribed in sub-clause 18.5(f).

- (e) On termination of an Employee's employment, all untaken time off in lieu shall be paid out at overtime rates prescribed in sub-clause 18.5(f).
 - (f) Where mutually agreed, overtime may be paid as it is worked at the rate of time and a half for the first two hours and double time thereafter at the Employee's hourly Classification Rate.
- 18.6 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.
- 18.7 Additional Sixth Shift
- When an Employee is not given the days off duty as provided for in sub-clause 16.4, the Employee shall be paid at the rate of double time based on the Employee's hourly Classification Rate for all work done on any such day or days with a minimum payment for four hours.
- 18.8 Insufficient Break
- Insufficient break represents all time worked before the expiration of twelve hours from completion of the duty on one day and the resumption of duty - except during the distant engagements - and shall be compensated as follows:
- (a) 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 twelve hours break.
 - (b) 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 twelve hour break.
 - (c) If an Employee is called upon to resume duty within twelve hours of completion of a distant engagement, overtime shall be paid at the rate of time and a half for all work done before the expiration of the twelve hour break.
 - (d) Time worked during any period of insufficient break shall not be included in the calculation of weekly hours.
- 18.9 In no circumstances shall overtime involved in any of the foregoing sub-clauses be compensated for more than once.
- 18.10 Overtime Owing on Termination
- (a) The provisions of this sub-clause shall apply where the employment of an Employee who is owed overtime terminates.
 - (b) Where the employment of an Employee is terminated by the Employee otherwise than as provided for in sub-clauses 19.1(a) or 19.1(b), overtime owed to the Employee at the date of termination shall be dealt with as follows:
 - (i) The money value of the overtime owed shall be calculated at the Classification Rate for overtime at the rate in sub-clause 18.5(f) (the amount so calculated being referred to as the 'overtime payment due' for the purpose of this sub-clause).
 - (ii) An amount (to be known as the 'gross notice shortfall') shall be calculated by multiplying the weekly salary of the Employee at the date of termination by the number of weeks, and if appropriate part-weeks, notice of termination which the Employee was required by the Agreement to give but failed to give.

- (iii) In adjusting the amount of the gross notice shortfall an Employer shall not double count any salary which the Employee has forfeited under sub-clause 19.3 with the balance being referred to for the purposes of this sub-clause as the 'net notice shortfall'.
- (iv) Where the net notice shortfall is equal to or exceeds the overtime payment due, no payment shall be made to the Employee for overtime owed.
- (v) Where the net notice shortfall is less than the overtime payment due, the Employee shall be paid the difference.

18.11 Notwithstanding the above, overtime on a distant engagement shall be governed by clause 30 - Distant Engagements.

18.12 Work on another publication

This subclause 18.12 applies to Metropolitan Newspaper employees only.

An Employee employed on a publication ("the employing publication") may volunteer to work additional shifts outside their ordinary hours of duty on another publication owned by the same Employer under the following conditions:

- (a) the additional shifts shall be considered overtime. The hours will be paid at the daily Classification Rate applicable to their grade, provided that no Employee shall be paid at less than the Classification Rate applicable to a Grade 6;
- (b) all other conditions of the Agreement shall apply as though they were working ordinary time. This shall include, but not be limited to, shift and weekend penalty rates, overtime (if worked) and a further 20 per cent additional shift loading.

This clause does not affect or apply to cross rostering of ordinary hours between publications. For the avoidance of doubt, this is not be paid as a sixth shift in accordance with subclause 18.7.

19. Notice of Termination

19.1 Subject to this clause, employment shall not be terminated by either an Employer or the Employee except by notice of the following periods:

- (a) In the first 26 weeks of service - one week.
- (b) After 26 weeks of service:

Classification

Notice

Metropolitan Newspaper Employees

Grade 10, 9, 8, 7, 6 and 5 with ten years or more continuous service as a cadet or an Employee covered by this Agreement	16 weeks
Grade 10, 9, 8, 7, 6 and 5 after 12 months and less than 10 years continuous service as a cadet or an Employee covered by this Agreement	12 weeks
Grade 10, 9, 8, 7, 6 and 5 with less than 12 months continuous service as a cadet or an Employee covered by this Agreement	8 weeks

Grade 3 and 4	8 weeks
Grade 1 and 2	4 weeks
Cadets	2 weeks

Regional Newspaper Employees

Grade 7 and 8	12 weeks
Grade 4, 5 and 6	8 weeks
Grade 3	6 weeks
Grade 1 and 2	4 weeks
Cadets	2 weeks

Community Newspaper Employees

Grade 7 and 6	8 weeks
Grade 5 and 4	6 weeks
Grade 3	5 weeks
Grade 2 and 1	4 weeks
Cadet	2 weeks

Provided that an Employer must give an Employee at least the period of notice prescribed in the National Employment Standards.

- 19.2 Subject to the provisions of sub-clause 19.4, an Employer who terminates the employment of an Employee otherwise than by notice as prescribed in sub-clauses 19.1(a) and 19.1(b), shall pay to the Employee an amount equal to his or her salary for the number of weeks' notice of termination that should have been given but which were not given.
- 19.3 An Employee who terminates his or her employment otherwise than in accordance with sub-clauses 19.1(a) and 19.1(b) shall forfeit any remuneration which may be due to him or her.
- 19.4 The period of notice in clause 19.1 does not apply in the case of:
- (a) dismissal for conduct that justifies instant dismissal, including but not limited to refusal of duty, wilful and serious neglect of duty, disobedience of instructions or orders, or misconduct; or
 - (b) casual Employees; or
 - (c) Employees engaged for a specified period of time or for a specific task or tasks.
- 19.5 The period of notice in this clause shall not run concurrently with any part of annual leave provided in clause 22.

20. Redundancy

20.1 Application

- (a) This clause shall apply in respect of full-time and part-time Employees.

- (b) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual Employees, Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

20.2 Introduction of Change

- (a) Employer's duty to notify
 - (i) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, an Employer shall notify the Employees who may be affected by the proposed changes.
 - (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of an Employer's workforce, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
 - (iii) Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

20.3 Duty to discuss change

- (a) An Employer shall discuss with the Employees affected (and any representative of any Employees), inter alia, the introduction of the changes referred to in subclause 20.2 above, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees (and/or their representative) in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by an Employer to make the changes referred to in clause 20.2.
- (c) For the purpose of such discussion, an Employer shall provide to the Employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees, provided that an Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

20.4 Redundancy

- (a) Discussions before terminations
 - (i) Where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone pursuant to clause 20.2 above, and that decision may lead to the termination of employment, an Employer shall hold discussions with the Employees directly affected (and with their representative if requested by the affected Employee).

- (ii) The discussions shall take place as soon as is practicable after an Employer has made a definite decision which will invoke the provision of clause 20.4(a)(i) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employee concerned.
 - (iii) For the purposes of the discussion an Employer shall, as soon as practicable, provide to the Employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.
 - (iv) Provided that an Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.
 - (v) Provided further that nothing in this sub-clause requires an Employer to provide the Alliance with information about Employees, other than information which an Employer is required to provide the Alliance under the Act.
- (b) Termination of Employment
- (i) An Employer will give each affected Employee as much notice as practicable prior to the termination of the Employee's employment on the grounds of redundancy.

20.5 Time off during the notice period

- (a) During the period of notice of termination given by an Employer, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five days, for the purposes 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 an Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.
- (c) Employee leaving during the notice period - If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this clause had the Employee remained with an Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.
- (d) Transfer to lower paid duties - Where an Employee is transferred to lower paid duties for reasons set out in clause 20.4, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and an Employer may, at an Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

20.6 Redundancy payments

- (a) Where the employment of an Employee is to be terminated pursuant to clause 20.4, an Employer shall pay the following severance pay:
 - (i) Two weeks' pay, in the first instance, and in addition;
 - (ii) Four weeks' pay for each completed year of continuous service (pro rata for each completed month of service);
 - (iii) Redundancy pay will be calculated at the Employee's Classification Rate, plus the weekly average of shift allowances, personal margins, service payments and weekend penalties, but excluding overtime, over the period of 12 months immediately preceding termination, redeployment or relocation, whichever is applicable provided that where a full time Employee returns to work part time after a period of parental leave:
 - (A) Their redundancy pay will be calculated at the greater of the amount calculated in the manner set out above and their weekly average rate of pay calculated over the last 5 consecutive years (excluding any periods of parental leave).
 - (B) However, for the purposes of calculating the average, if the Employee's rate of pay in any of the 5 consecutive years for their then Grade falls below the current Classification Rate for that Grade, then the rate of pay will be the current Classification Rate for that Grade for the hours worked.
- (b) By way of clarification, the severance payment outlined above is inclusive of any notice period or redundancy payment payable under this Agreement or any legislation or under a contract of employment. In the event that this amount is less than the notice period under this Agreement the Employee will receive the notice period as a severance payment. However, the severance payment (which includes notice) must always equal or exceed the total of any payment in lieu of notice and redundancy payment under the National Employment Standards.
- (c) No Employee shall be entitled under these provisions to a payment greater than he/she would have received in wages had they remained in employment until the age of 67, and
- (d) For Employees who commenced on or after 1 July 1970, the maximum redundancy entitlement will be a sum equivalent to the Employee's rate of pay as defined for 112 weeks.
- (e) In addition to a redundancy payment an Employee whose employment is terminated on the ground of Technology Redundancy (a redundancy which arises solely from the introduction of new or updating of existing technology) will receive a pro-rata long service leave payment in accordance with the relevant industrial award, industrial agreement or statute after five years continuous service.

20.7 Alternative Employment

The provisions of clause 20.6 will not apply to an Employee if they refuse an offer of acceptable alternative employment but – for the avoidance of doubt – this does not affect

any entitlement of an Employee to redundancy pay under the National Employment Standards.

21. Parental Leave

21.1 Unpaid parental leave is provided for in the National Employment Standards.

21.2 For the avoidance of doubt any periods of unpaid parental leave under the National Employment Standards and paid parental leave under the *Paid Parental Leave Act 2010* will not count towards continuous service and leave entitlements shall not accrue over the period.

21.3 Provided that they are not the primary care giver, a full time or part time Employee may take up to 1 week (or pro rata amount in the case of a part time Employee) paid parental leave at the time their partner or spouse gives birth.

21.4 Paid parental leave under this Agreement

- (a) The provisions of this subclause apply to full-time, part-time and eligible casual Employees but do not apply to other casual Employees.
- (b) An eligible casual Employee means a casual Employee as defined in section 67(2) of the Act.
- (c) If an Employee, at the time of commencing parental leave, is entitled to unpaid parental leave under the National Employment Standards and is the primary care giver of the child, the Employee shall be entitled to 10 weeks' paid parental leave under this clause 21.4.
- (d) Superannuation will be paid on any periods of paid parental leave under this clause 21.4 and paid parental leave under clause 21.3.
- (e) A period of paid parental leave under this clause 21.4 and paid parental leave under clause 21.3 will count towards continuous service and all leave entitlements shall accrue over this period.
- (f) An Employee who was engaged in a full-time position immediately prior to taking a period of parental leave, and returns to work after that period of parental leave to a part-time position may, after 12 months in that part-time position and annually thereafter, request that the Employer review their working arrangements with a view to ascertaining whether, taking into account the operational requirements of the Employer and the particular experience and qualifications of that Employee, there are any suitable full-time positions available for that Employee to be employed in.

22. Annual Leave and Public Holidays

22.1 Entitlement to Annual Leave

- (a) An employee's entitlement to paid annual leave accrues progressively during a year of service, and accumulates from year to year.

- (b) An Employee's entitlement to Annual Leave shall be in accordance with the table set out below:

<u>Employee</u>	<u>Entitlement to Annual Leave</u>
Metropolitan Newspaper Employees and Regional Newspaper Employees	6 weeks and 3 days
Employees engaged principally on Brisbane News	4 weeks and 2 days
<u>Community Newspaper Employees:</u>	
NewsLocal Newspapers	4 weeks and 3 days
NewsLocal (Continuous Shift Worker)	5 weeks
Quest and Leader Newspapers	6 weeks
Messenger Newspapers	4 weeks
Messenger (Continuous Shift Worker)	5 weeks

- (c) Where employees receive an annual leave entitlement of either 6 weeks and 3 day or 6 weeks, due to operational requirements such employees are compensated for the requirement to regularly work public holidays through their annual leave entitlement and accordingly, it is acknowledged that the requirement to work public holidays is reasonable.
- (d) Continuous Shift Worker means an Employee who:
- (i) is employed in a part of the business in which shifts are continuously rostered 24 hours a day for 7 days a week; and
 - (ii) is regularly rostered to work those shifts; and
 - (iii) regularly works on Sundays and public holidays.

A Continuous Shift Worker is a shift worker for the purposes of the National Employment Standard relating to annual leave.

22.2 Agreement to take Annual Leave

- (a) Subject to the provisions of this clause 22 – Annual Leave and Public Holidays, annual leave shall be taken at a mutually agreeable time between an Employer and an Employee.
- (b) Subject to the provisions of this clause 22 – Annual Leave and Public Holidays, Employers shall take reasonable steps to ensure that an Employee takes their annual leave entitlement in each year of service at a mutually agreed time. These steps will include:
- (i) sending a reminder to Employees from time to time to encourage Employees to apply for annual leave;
 - (ii) inviting Employees to apply for a period of annual leave. Where the Employer rejects an annual leave application, the Employer will hold discussions with the Employee and will give consideration to any matter raised by the Employee in respect of their preferred annual leave period.

- (iii) The Employer will not unreasonably refuse an application for annual leave, subject to operational requirements. Where leave is refused, the Employer will advise the Employee of the reasons for the refusal.

22.3 Direction to Take Annual Leave

- (a) Where an Employer and an Employee are unable to agree on a time that annual leave is to be taken, the Employer may direct the Employee to take one or more periods of annual leave by giving the Employee 6 weeks' notice in writing.
- (b) Such a direction shall not:
 - (i) result in the Employee's remaining accrued annual leave entitlement to be less than:
 - (A) three weeks for those Metropolitan Newspaper Employees who have an entitlement of 6 weeks and 3 days of annual leave; or
 - (B) two weeks for all other Employeeswhen any other paid annual leave arrangements are taken into account; and
 - (ii) require the Employee to take any period of annual leave that is less than one week; and
 - (iii) require the Employee to take a period of annual leave beginning less than 6 weeks or more than 12 months after the direction is given; and
 - (iv) be inconsistent with any annual leave arrangement agreed between an Employer and the Employee.
- (c) Up to 3 days' annual leave may be rostered on public holidays by giving the Employee 14 days' notice.

22.4 Payment for Annual Leave

- (a) When an Employee takes a period of paid annual leave, the Employer must pay the Employee at the rate as required by the Act for the Employee's ordinary hours of work in the period.
- (b) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
- (c) Annual Leave Loading

Employees shall be paid an annual leave loading of 17.5 per cent for the period of annual leave calculated on the applicable Classification Rate.

22.5 Annual Leave in Advance

- (a) An Employer and the Employee may agree in writing, that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) If, on termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken under the agreement, then the employer may deduct from any money due to the employee on

termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.6 Cashing Out Annual Leave

- (a) An Employer may, by agreement with an Employee, cash out an amount of accrued annual leave, provided that:
 - (i) the cashing out must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement between an Employer and the Employee;
 - (iii) the Employee must be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone at the time the leave is being cashed out; and
 - (iv) the Employee's accrued annual leave entitlement will be reduced by the amount of annual leave cashed out.

22.7 Where a Metropolitan Newspaper Employee is entitled to 6 weeks and 3 days annual leave, should Christmas Day or Good Friday fall during an Employee's annual leave, the Employee shall be allowed an extra day's annual leave or be paid double rates for one day.

22.8 Public Holidays – NewsLocal Community Newspaper Employees

- (a) An Employee employed at NewsLocal Community Newspapers will be entitled to public holidays in accordance with this subclause 22.7(a).
 - (i) Public holidays will be in accordance with the National Employment Standards.
 - (ii) Subject to subclause 22.7(a)(iii), Employees should be allowed off all public holidays specified in subclause 22.7(a)(i) of this clause without deduction from their pay. Provided that all Employees, including casuals, may be required to work on any such day and shall be paid double time and one-half for all time so worked with a minimum payment for 4 hours' work.
 - (iii) An Employee may, by agreement with the Employer, work on a public holiday (as specified in subclause 22.7(a)(i)) at ordinary-time rates, provided that the Employee will be given a day off in lieu of the public holiday. The day off in lieu may be taken separately at a mutually convenient time or added to annual leave.

22.9 Public Holidays – Quest and Leader Community Newspaper Employees

- (a) An Employee employed at Quest Community Newspapers and Leader Community Newspapers will be entitled to public holidays in accordance with this clause 22.8(a):
 - (i) Employees are required to work all public holidays, provided for in the National Employment Standards (except Christmas Day and Good Friday) at their Classification Rate. Christmas Day and Good Friday are provided for in subclause 16.1(g) of this Agreement.

- (ii) Should Christmas Day or Good Friday fall during an Employee's period of annual leave, the Employee shall be entitled to an extra day's annual leave or be paid double rates for one day.

22.10 Public Holidays – Messenger Community Newspapers Employees

- (a) An Employee employed at Messenger Community Newspapers will be entitled to public holidays in accordance with this subclause 22.10(a):
 - (i) Public holidays will be in accordance with the National Employment Standards.
 - (ii) An Employees called upon to work on any public holiday to which they are entitled by virtue of subclause 22.9(a)(i) shall be paid at the rate of double time for work done on such day with a minimum payment of four hours work.
 - (iii) An Employee who is rostered to work on Good Friday and Christmas Day will be paid double time with a minimum payment of four for all hours worked. This subclause is instead of subclause 22.9(a)(ii).

23. Personal Carer's Leave

23.1 Amount of paid personal/carer's leave

- (a) Paid personal/carer's leave is available to an Employee other than a casual when he or she is absent due to:
 - (i) personal illness or injury (sick leave as provided for in clause 23.3); or
 - (ii) for the purposes of caring for an immediate family or household member who requires the Employee's care or support (carer's leave as provided for in clause 23.4).
- (b) To the extent that the Act provides a more favourable outcome for an Employee in relation to personal/carer's leave in particular circumstances, the Employee will receive the benefit of that entitlement.
- (c) An Employee will be entitled to paid personal/carer's leave as follows:
 - (i) 10 days paid personal/carer's leave for each year of service, which accumulates from year to year; and
 - (ii) an additional 5 days of paid personal/carer's leave for each year of service. This additional leave is not cumulative, and may only be taken once the entitlement in clause 23.1(c)(i) and any accumulated entitlements have been exhausted.

23.2 Immediate family or household

- (a) The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:
 - (i) a member of the Employee's immediate family; or
 - (ii) a member of the Employee's household.

- (b) The term 'immediate family' includes:
 - (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite sex or same sex as the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and
 - (ii) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

23.3 Sick leave

- (a) Definition

Sick leave is leave to which an Employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

- (b) Exception

An Employer shall not be liable for payment under the provisions of this subclause to any of the said Employees who are absent from duty as a result of an injury received from a specific form of recreation, hobby or exercise if an Employer has given specific individual notification in writing to an Employee that if he or she further indulges in that particular form of recreation, hobby or exercise, no liability in the case of injury arising there from shall attach to an Employer. A general notification by circular or otherwise shall not exempt an Employer from liability under this clause.

- (c) Entitlement

When an Employer has made any other provision for incapacity pay, either in itself or in conjunction with any other contingency, that provision shall be substituted, in whole or in part, and either generally as to all Employees in an Employer's employ or as to any individual case, in place of the provisions for incapacity pay made by this subclause.

- (d) Evidence supporting claim

The entitlement to paid sick leave is subject to an Employer being satisfied that the Employee's absence is due to personal illness or injury. An Employer is entitled to require the Employee to provide a medical certificate or statutory declaration (unless due to circumstances beyond the Employee's control, the Employee is unable to comply with this requirement). An Employer may require the Employee to attend a medical practitioner at an Employer's expense.

- (e) The effect of workers' compensation or like payments

If an Employee is receiving workers' compensation payments or other like payments, his/her Employer is only required to pay the difference between the compensation or other payment and the sick leave payment to which the Employee would be otherwise entitled, to the extent that the Employee's entitlement to sick leave is in excess of the National Employment Standards.

23.4 Carer's leave

(a) Paid leave entitlement

An Employee is entitled to use personal/carer's leave each year to care for members of his or her immediate family or household who require care or support because of a personal injury affecting them or an unexpected emergency affecting them. This entitlement is subject to the Employee being responsible for the care or support of the person concerned. In normal circumstances an Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

(b) Notice required

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; and
- (iii) the estimated length of absence.

If it is not practicable for the Employee to give prior notice of absence, the Employee must notify an Employer by telephone at the first opportunity on the day of absence.

(c) Evidence supporting claim

The Employee must, if required, provide an Employer with:

- (i) if the care or support is required because of personal illness or injury of the person concerned - a medical certificate from a registered health practitioner that the person concerned had (or will have) an illness or injury, or a statutory declaration made by the Employee that contains a statement the person concerned requires (or required) care or support because of a personal illness or injury; or
- (ii) if the care or support is required because of an unexpected emergency affecting the person concerned - a statutory declaration by the Employee that the person concerned requires (or required) care or support because of an unexpected emergency affecting the person,

unless due to circumstances beyond the Employee's control, the Employee is unable to comply with the requirement.

(d) Unpaid leave

An Employee may take up to two days unpaid carer's leave for each occasion when a member of the immediate family or household of the Employee requires care or support because of a personal illness or injury or unexpected emergency affecting the member provided that the Employee has:

- (i) complied with clauses 23.4(b) and 23.4(c); and
- (ii) exhausted their entitlement to paid carer's leave.

23.5 Compassionate leave

(a) Paid leave entitlement

An Employee other than a casual is entitled to take up to 2 days' compassionate leave on each occasion on which a member of the Employee's immediate family or household or son-in-law or daughter-in-law dies or contracts or develops a personal illness or injury that poses a serious threat to his or her life.

(b) Unpaid leave entitlement

Where an Employee has exhausted all personal leave entitlements he or she is entitled to up to two days' unpaid compassionate leave on an occasion referred to in clause 23.5(a).

(c) Evidence supporting claim

An Employer may require the Employee to provide satisfactory evidence of the death or life threatening illness or injury of the member of the Employee's immediate family or household or son-in-law or daughter-in-law.

23.6 An Employer has the right to require an Employee to attend a medical practitioner nominated by the Employer (and at its expense) who may provide a report to the Employer about the Employee's health and fitness.

23.7 The Employer has on various occasions in the past, on a case by case basis, extended additional paid and/or unpaid sick leave where an Employee has exhausted their accrued sick leave. At its sole discretion, the Employer may grant additional paid and/or unpaid sick leave in the case of an extended, continuous absence where the Employee is suffering a serious illness and has exhausted their accrued sick leave. However, nothing in this Agreement imposes any obligation on the Employer to do so.

24. Long Service Leave

24.1 The parties agree that except as provided by this Agreement and redundancy arrangements, long service leave shall be as provided in the relevant State or Territory legislation or the National Employment Standards.

24.2 Notwithstanding clause 24.1, pro rata leave may be taken after 10 years continuous service or be paid out on termination. This does not affect an Employees right to pro rata long service leave under the relevant State or Territory legislation or the National Employment Standards.

24.3 Entitlements shall be fully portable within the News group of Employers (that is, Employers which are related companies of Nationwide News Pty Limited within the meaning of the *Corporations Act 2001*), provided there is no break of service of more than three months.

25. Transfers

25.1 The provisions of this clause shall apply to Employees who are required by their Employer to permanently perform their duties in a different town or city to the one in which they were last directed by their Employer to perform their duties. For the avoidance of doubt, this does not include transfer within the same greater metropolitan area.

- 25.2 An Employer shall reimburse the following costs associated with the transfer:
- (a) First class train fares or economy class air fares for the Employee and his or her family; or if the Employee travels by car he or she will be paid a mileage allowance.
 - (b) The transfer and storage of the Employee's furniture and effects. The Employee shall obtain at least two quotations for such transfer and storage and an Employer shall be obliged to reimburse the lower amount.
 - (c) An Employee who resigns or is dismissed for misconduct while employed in another town, city or State shall not be entitled to be paid or reimbursed any costs associated with the Employee and his or her spouse returning to the previous place of living.
 - (d) The town or city to which an Employee is transferred shall thereafter be regarded as the town or city in which the Employee is regularly employed for all purposes of the Agreement.

26. Travel by Air

- 26.1 When an Employee agrees to travel by other than a regular passenger-carrying air service, an Employer will reimburse the Employee for the cost of taking out additional personal insurance to cover any existing insurance policies that would be invalidated by such travel, provided that the Employee has provided his or her Employer, at least seven days before the day of travel, with a list of the personal insurance policies, showing the amount of each policy and by what company each policy was insured.
- 26.2 Sub-clause 26.1 will not apply where an Employer agrees to indemnify the Employee against any invalidation of the Employee's personal insurance policies. The Employee must provide an Employer, at least seven days before the day of travel, with a list of the personal insurance policies, showing the amount of each policy and by what company each policy was issued. An Employer may then agree to indemnify the Employee against the invalidation of such policies.

27. Special Risks

- 27.1 An Employee will, if required by his or her Employer, perform any duty which would invalidate his or her personal insurance policies, or any of them, if an Employer indemnifies him or her against such invalidation.
- 27.2 Where an Employee is so requested, he or she shall immediately inform an Employer in writing of the risk of invalidation.
- 27.3 Upon being informed by the Employee as set out above, an Employer shall indemnify the Employee and/or his or her dependants against the invalidation, unless an Employer, prior to the commencement of the duty in question, informs the Employee in writing that it declines to indemnify the Employee and/or his or her dependants, in which case the Employee shall be at liberty to decline to perform the duty.

28. Special Risks Insurance

- 28.1 An Employer shall insure the Employee against injury or death by accident arising from:
- (a) Any travel by air other than by a regular passenger carrying service.

- (b) Any duties performed in a war zone or a zone of warlike operations.
- (c) The Employee shall be insured for an amount of not less than \$500,000 in the event of death. An Employer shall pay the proceeds of the policy to the Employee in the event of injury and to the legal personal representative of the Employee in the event of death.

29. Use of Office Vehicles

No Employee shall be called upon to drive an office owned car on any engagement unless the Employee is made exempt by an Employer from financial liabilities coverable by ordinary insurance during the whole period in which he or she is in charge of the car.

30. Distant Engagements

30.1 Definition

A distant engagement is an assignment requiring an Employee to spend one or more nights away from the location where he or she is regularly employed (the place of origin), and on which the Employee has at least six hours rest each night.

30.2 Commencement and ceasing times for distant engagement

- (a) Except as provided in sub-clause 30.2(b) a distant engagement begins from the time of departure on the assignment from the place of origin.
- (b) Where an Employee is required to commence a distant engagement on a day on which the Employee has commenced work but before the Employee has completed eight hours of duty, the distant engagement shall commence eight hours after the Employee commenced work on that day, and the Employee shall be treated as having worked eight hours on that day in addition to any time worked that day on the distant engagement.
- (c) A distant engagement ends at whichever is the later of the time the Employee returns to the place of origin, or if the Employee performs work in connection with the distant engagement on the day the Employee returns to the place of origin, at the time the Employee ceases work on that day.
- (d) If an Employee is required to resume work within twelve hours of completion of a distant engagement, the Employee shall be paid overtime in accordance with sub-clause 18.8 of this Agreement.

30.3 Calculation of ordinary hours of work, overtime and shift penalty payments and treatment of days off on a distant engagement

- (a) For the purpose of this subclause, "day" means a period of 24 hours. The calculation of days for a distant engagement shall commence from the time the distant engagement commences, with each day comprising successive periods of 24 hours.
- (b) Time spent working on any day where travel is by means approved by an Employer, time spent travelling on any day shall be hours of duty on that day for the purpose of this subclause. Each Employee shall be treated as working a minimum of nine hours on any day.

- (c) Except as provided in subclause 30.3(d) overtime shall only occur where the hours of duty of an Employee exceed 38 in seven consecutive days.
- (d) Work performed without any travel for more than eleven hours (irrespective of any meal break) on any day shall be overtime.
- (e) No time shall be counted as overtime more than once.
- (f) All overtime worked on a distant engagement shall be either allowed as time off in lieu (at the rate of hour for hour and shall be given off in blocks of four hours), or paid at the rate of time and one half for the first eight hours and double time thereafter as determined by an Employer.
- (g) An Employee on a distant engagement shall be paid additional loadings in accordance with the provisions of clause 17.
- (h) For the purposes of sub-clause 30.3(g), ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of subclause 30.2(d).
- (i) When an Employee on a distant engagement is not given weekly days off duty to which an Employee is entitled under sub-clause 16.4 of this Agreement, the Employee shall be given the days off within fourteen days of the cessation of the distant engagement, in addition to any days off to which the Employee is entitled in that fourteen day period with the days off to be continuous where the Employee has been on a distant engagement for a week or more without being given any days off as provided for in sub-clause 16.4.

31. Training and Multi-Skilling

- 31.1 The parties acknowledge the value and importance of training and an Employer undertakes to continue to identify training needs and to provide necessary training where appropriate. It is recognised that in order to enhance career opportunities and/or to enhance skills, Employees agree to undertake all forms of training and skill development required, including any training on any new and upgraded technology.
- 31.2 An Employer shall continue to consult relevant Employees in order to assist in the development of editorial training needs.
- 31.3 An Employer is committed to its online editorial training programs for reporters and sub editors. It will continue its plans to make newspaper law courses available as soon as practicable, and agrees that whenever it identifies the need to provide further online training courses, it will do so.
- 31.4 An Employer agrees that Employees who are enrolled in its online programs will have access to computer terminals and the Internet for these studies.
- 31.5 No Employee will be forced to study during their own time.

32. Superannuation

- 32.1 The *Superannuation Guarantee Administration Act 1992* (as varied) and associated legislation governs the parties superannuation obligations.

- 32.2 Superannuation will be assessed on ordinary time earnings, including Classification Rate, personal margins and shift penalties and the casual loading, but not including overtime. It is agreed by the parties that this will not cover the separate Employer sponsored superannuation plans, such as, for example, NewsSuper.
- 32.3 An Employer will not move an Employee' super contributions to any other fund without the written consent of the Employee.
- 32.4 An Employer will continue to make super contributions monthly where it already does so on behalf of an Employee.

33. Time Book

- 33.1 Time books in a form agreed upon, which may be in electronic form, shall be made available by Employers in each newspaper office. There shall be a time book also in each place where an Employee or Employees are employed outside the city of publication. Time books shall, where appropriate having regard to sub-clause 16.6(a), provide for the following information:
- (a) deduction for meal time, total hours per day and for the week, hours computed for distant engagement, days off duty;
 - (b) overtime worked in excess of daily spread of hours, for insufficient break and for days not given off;
 - (c) overtime allowed off for excess of spread;
 - (d) overtime paid for daily overtime, insufficient break and days not given off.
- 33.2 The time book in each office in the city of publication shall be kept in a convenient place for Employees to make daily entries. The time book in each branch office and in each place where an Employee or Employees are employed outside the city of publication shall be in duplicate, and the Employee so employed shall at the end of each week furnish the duplicate to the Head Office. The original shall be retained for permanent record.
- 33.3 Each classified Employee, cadet and casual, except while on a distant engagement, shall each day record in the time book the hours of employment. The Employee shall record in the time book the daily hours of employment on a distant engagement within 24 hours of the time of resuming duty after the distant engagement. If an Employee does not record their daily hours in the time book in accordance with this clause 33, then they will be deemed to have worked their ordinary rostered hours for that day, and will not be entitled to be paid overtime in respect of their hours worked on that day.
- 33.4 An entry in a time book shall be taken to be correct if it is not disputed within 24 hours from the time it was recorded in the office of the city of publication, or the time of receiving the duplicate sheet from an Employee employed at a branch office or outside the city of publication. A disputed entry may be dealt with in accordance with clause 34 Dispute Settling Procedure.

34. Disputes Settling Procedure

34.1 If a dispute relates to:

- (a) a matter arising under the Agreement or at the workplace; or
- (b) the National Employment Standards,

this clause sets out the procedures to settle the dispute. However, this clause does not apply to a dispute relating to a request under subsection 65 or 76 of the Act.

34.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

34.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

34.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission for conciliation.

34.5 While the parties are trying to resolve the dispute using the procedures in this clause:

- (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 an Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable 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.

35. Consultation

35.1 Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees or change to an Employee's regular roster or ordinary hours of work, an Employer shall notify the Employees who may be affected by the proposed changes.

- (a) "Significant effects" include termination of employment, major changes in the composition, operation or size of an Employer's workforce, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- (b) Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- 35.2 An Employer shall discuss with the Employees affected (and any representative of any Employees), inter alia, the introduction of the changes referred to in clause 35.1 above, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees (and/or their representative) in relation to the changes.
- (a) The discussion shall commence as early as practicable after a definite decision has been made by an Employer to make the changes referred to in clause 35.1.
 - (b) For the purpose of such discussion, an Employer shall provide to the Employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees, provided that an Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.
- 35.3 For the purposes of the change to Employee(s) regular roster or ordinary hours of work, the Employer shall:
- (a) provide information to the affected Employee(s) about the change;
 - (b) invite the affected Employee(s) 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 Employee(s) about the impact of the change.
- 35.4 Employees may be represented for the purpose of this consultation.

36. Consultative Group

- 36.1 The Alliance maintains that it seeks to preserve the terms of this Agreement for existing and future Employees of the Employers. The Alliance also maintains that it seeks to improve employee benefits and entitlements.
- 36.2 The Employers maintain that their businesses continue to be challenged by digitalisation and that industry changes continue to significantly impact revenue. The Employers wish to discuss opportunities for increased efficiency and reduced costs in order to fund investment in growth opportunities. The Employers wish to assess options for changes to ensure the ongoing viability of the Employer businesses.
- 36.3 Within two months of this Agreement being approved, a consultative group will be established comprising representatives of the Employer, Alliance and Alliance Employee representatives for the following purposes:
- (a) To discuss ideas for improving operations that are beneficial to Employees and the Employer;
 - (b) To discuss ongoing workplace changes that impact Employees, including providing advance notice, where practicable, of workplace changes that significantly impact Employees;
 - (c) To consider Employee and Employer desired changes to the Agreement (provided that, for the avoidance of doubt, no changes to the Agreement can occur other than as required by the Act);
 - (d) To consider options for improving Employee grading and/or review processes;

- (e) To consider options for improvements to Employer policy and/or practices for taking annual leave, excess annual leave and long service leave;
 - (f) To consider options for improvements to Employer policy and/or practices, including recovery of expenses, claiming and processing overtime, time off in lieu of overtime, family violence leave and employee assistance and support services.
- 36.4 Nothing in this clause affects the operation and/or meaning of any of the clauses of this Agreement, including any existing Employee entitlements within the Agreement.

37. Individual Flexibility Arrangements

37.1 An Employer and an Employee 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 an Employer and the Employee in relation to one or more of the matters mentioned in paragraph 37.1(a); and
- (c) the arrangement is genuinely agreed to by an Employer and the Employee.

37.2 An Employer 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.

37.3 An Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and the Employee; and
- (c) is signed by the Employer and the 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 this 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.

- 37.4 An Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 37.5 An Employer or the 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 an Employer and the Employee agree in writing — at any time.

38. Annualised Salaries

38.1 In this clause

- (a) 'Salaried Employee' means an Employee who is engaged under a Salary Arrangement;
- (b) 'Salary Arrangement' means an individual agreement (whether entered into before or after this Agreement) which provides for an annualised salary and/or any individual contract (not including any statutory individual agreement) in operation immediately prior to the commencement of this Agreement (which will continue in effect as a Salary Arrangement under this Agreement).

38.2 When an Employer or Employee chooses to terminate an AWA or ITEA in accordance with the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, they may elect to make a Salary Arrangement as part of the transition from the AWA or ITEA. Unless otherwise agreed, the Salary Arrangement will be overall no less favourable than the AWA or ITEA.

38.3 The Salary Arrangement made on or after the commencement of this Agreement may provide that any of following provisions of the Agreement are either varied or do not apply to the Salaried Employee:

- (a) clause 6 (Grading Review);
- (b) the wage increases in Schedule 1 (except the Minimum Rates in Schedule 1 will apply);
- (c) clause 10 (Work Related Allowances);
- (d) clause 15 (Part Time Work);
- (e) clause 16 (Hours of Work and Roster);
- (f) clause 17 (Shift and Weekend Penalties);
- (g) clause 18 (Overtime);
- (h) clause 22 (Annual Leave and Public holidays) insofar as it concerns annual leave loading; and
- (i) clause 30 (Distant Engagements).

38.4 In this regard, any references in a Salary Arrangement made before the commencement of this Agreement to a provision of a relevant enterprise agreement are to be read as a reference to the equivalent provision of this Agreement.

- 38.5 The provisions referred to in paragraphs 38.3(a) to 38.3(i) do not apply to any Salary Arrangement made before the commencement of this Agreement unless expressly included in the Salary Arrangement.
- 38.6 In relation to annual leave, an Employer and Salaried Employee may also agree, as part of a Salary Arrangement, that the Salaried Employee
- (a) receive 4 weeks (or 5 weeks if the Employee is a Continuous Shift Worker) annual leave each year where the Employee is not required to regularly work public holidays; or
 - (b) receive 4 weeks annual leave each year (or 5 weeks if the Employee is a Continuous Shift Worker) where the Salary Arrangement is made on or after the date of this Agreement; or
 - (c) in the case of an Employee who was employed immediately prior to the date of commencement of the:
 - (i) Metropolitan Agreement 2010;
 - (ii) Regional Agreement 2010; or
 - (iii) Community Agreement 2011,but was not covered by:
 - (iv) News Ltd Metropolitan Daily Newspapers – MEAA Agreement 2007;
 - (v) News Limited/MEAA Regional Newspapers Agreement 2007; or
 - (vi) News Limited – MEAA Community Newspapers Agreement 2006,to receive the same amount of annual leave each year in the future as they did immediately prior to the date of commencement of this Agreement.
- 38.7 Continuous Shift Worker means an Employee who:
- (a) is employed in a part of a Metropolitan Newspaper in which shifts are continuously rostered 24 hours a day for 7 days a week; and
 - (b) is regularly rostered to work those shifts; and
 - (c) regularly works on Sundays and public holidays,
- A Continuous Shift Worker is a shift worker for the purposes of the National Employment Standard relating to annual leave.
- 38.8 For the purpose of ensuring that an Employee is no worse off under a Salary Arrangement than the Agreement:
- (a) A Salaried Employee may request in writing within 28 days of the expiry of the Relevant Period, that a reconciliation be carried out by an Employer comparing the Salaried Employee's overall earnings and the amount that the Salaried Employee would have earned had the Agreement applied for the Relevant Period and the Salaried Employee been paid at the otherwise applicable Classification Rate.
 - (b) In the event that the reconciliation reveals that, in relation to the Relevant Period, there is a shortfall in the Salaried Employee's earnings under the Salary Arrangement (ie the Salaried Employee has earned less overall than the Salaried

Employee would have earned overall had the Agreement applied to the Salaried Employee and the Salaried Employee been paid at the otherwise applicable Classification Rate), then an Employer will compensate the Salaried Employee by paying them that shortfall within 14 working days of completing the reconciliation.

- (c) Where a request for a reconciliation is made by a Salaried Employee under clause 38.8(a), an Employer will carry out the reconciliation within 28 working days of the request.
- (d) The requirements under clause 38.8(a) will be taken to have been satisfied in relation to monetary entitlements in relation to a Relevant Period if a reconciliation in accordance with clause 38.8(a) would (if it was conducted) show that the Salaried Employee's overall earnings under the Salary Arrangement would be equal to or greater than what the Salaried Employee would have earned overall had the Agreement (except for clause 18.3) applied to the Salaried Employee and the Salaried Employee been paid at the otherwise applicable Classification Rate.
- (e) For the avoidance of doubt, clause 18.3 does not apply for the reconciliation under this clause 38.

38.9 Either party may terminate a Salary Arrangement on 28 days written notice or at any time by written agreement between the Employer and Employee. On termination, the Employee will – unless otherwise agreed at the time of termination:

- (a) be employed on terms of this Agreement and will be paid the Classification Rate for their grade;
- (b) be subject to a Grading Review in accordance with clause 6 to determine their grade; and
- (c) continue to accumulate the same amount of annual leave each year in the future as they did under the Salary Arrangement.

38.10 No person may apply duress to make, vary or terminate a Salary Arrangement. However, this does not prevent an Employer offering employment conditional on a Salary Arrangement.

38.11 Relevant Period means:

- (a) the first period of 12 months service under the Salary Arrangement; or
- (b) each successive period of 12 months service under the Salary Arrangement; or
- (c) the period between the expiry of the previous Relevant Period (or, if none, the commencement of the Salary Arrangement) and the termination of the Salaried Employee's employment or the termination of the Salary Arrangement.

38.12 An Employee under a Salary Arrangement will be better off overall than under the Modern Award in each Relevant Period. That is, the employee will earn more overall under the Salary Arrangement than they would earn overall under the Modern Award in the Relevant Period. If an Employee is entitled to less annual leave under the Salary Arrangement than under the Modern Award, this will be translated into monetary amount and treated as earnings under the Award using the following formula (for the purposes of the assessment under the clause):

$$X / 52 * R$$

Where **X** equals the additional annual leave which the employee is entitled to under the Modern Award expressed in weeks

R equals the Employee's base rate of pay for the Employee's ordinary hours of work, as those terms are used in the Act.

39. Delegates and Notice Boards

- 39.1 The Alliance may utilise existing noticeboards which may be available in the editorial area authorised for the purpose by the Employer and may post authorised union material on those noticeboards, provided that it does not contain objectionable, defamatory or misleading material. The Employer can remove any material from a notice board that does not comply with this clause and will advise the Alliance of its reasons for doing so.
- 39.2 Subject to the operational needs of the Employer and the individual publication concerned, the Employer will permit a nominated Alliance Workplace Delegate (or their nominee) reasonable time off during working time to:
- (a) represent, and consult with, Members in enterprise bargaining;
 - (b) represent the interests of Members before industrial tribunals;
 - (c) represent a Member or Members under clauses 20.4, 34 or 35;
- up to a maximum of 5 days per annum for each Alliance Workplace Delegate (including any time off taken by nominees).
- 39.3 In accordance with the following table, a nominated Alliance workplace delegate will be entitled to a maximum of 5 days' paid training leave in each calendar year (non-cumulative) conducted by an accredited training provider to attend courses in dispute resolution:

Masthead	Number of Delegates for up to 5 days of training per annum (paid at ordinary pay had they not attended the training)
1. The Australian; 2. The Daily & Sunday Telegraph; 3. Herald Sun & Sunday Herald Sun; 4. Courier Mail & Sunday Mail; 5. The Advertiser and Sunday Mail	2 Delegates for each numbered masthead group
1. Hobart Mercury & Sunday Tasmanian 2. NT News and Northern Territorian 3. Geelong Advertiser 4. Gold Coast Bulletin 5. Townsville Bulletin 6. Cairns Post	1 Delegate for each numbered masthead group

7. Network and news.com.au	
8. NewsLocal	
9. Leader	
10. Quest	
11. Messenger	

- 39.4 The nominated delegate will give the Employer reasonable notice of his / her intention to attend such training and the nature, content and duration of the training. The taking of the training leave is subject to the operational requirements of the Employer.
- 39.5 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 39.6 All expenses associated with the training will be met by the Employee or the Alliance.
- 39.7 Clause 39.3 is subject to the Alliance workplace delegate complying with the disputes resolution procedure in clause 34 – failing which the Employer may decline a request for time off under clause 39.3 (including requests in the future). For the avoidance of doubt, no Workplace Delegate at any location will be entitled to leave under this clause if any Workplace Delegate breaches clause 34.5(a) of this Agreement.

40. Copyright

- 40.1 The Alliance acknowledges:
- (a) the Employers, for further assurance, as a condition of employment or continued employment may require Employees to confirm that they agree to the terms of the licence contained in this clause;
 - (b) an Employer may deploy its journalists as it sees fit regardless of the effect it may have on income the journalist may receive from the photocopying of his or her work.
- 40.2 The Employees each grant to each of the Employers an irrevocable exclusive licence within the meaning of section 10 of the Act, throughout the world to exercise and to license third parties to exercise any of the exclusive rights described in section 31 of the Act in relation to the Materials whether created before or after the date of the Agreement.
- 40.3 The licence granted in clause 40.2 does not include the Reserved Right.
- 40.4 Despite clause 40.3 an Employer may exercise the Reserved Right for promotional purposes which are not conducted for profit.
- 40.5 Despite clause 40.2:
- (a) an Employee may grant a non-exclusive licence to a third person to reproduce that Employee's material in a specified form if:
 - (i) he or she has obtained the Employer's written permission, which must not be unreasonably withheld; or
 - (ii) the Employer has not responded to the Employee's written request for permission within 28 days of it being made.

- (b) the Employer may licence a third party to use a photograph in Hard Copy form for commercial purposes only if the Employer pays the photographer half the price received by the Employer for the sale of that photograph unless that purpose is publication in a newspaper, magazine or similar periodical publication, in which case no payment must be made;
- (c) an illustrator or cartoonist will own the original artwork, (or in the case of computer generated artwork, a proof copy of the artwork) created by him or her.

40.6 This clause does not replace the agreements between the Employers and the Alliance concerning copyright, which continue to operate according to their terms, and does not operate to limit the Employers' legal rights, which exist independent of this clause.

40.7 In this clause

- (a) 'The Act' means *Copyright Act 1968* (Cth).
- (b) 'Employer' is defined in clause 3.1(a) and any other newspaper publishing company which subsequently becomes a subsidiary of News Limited and which publishes a newspaper.
- (c) 'Employee' is defined in clause 4.
- (d) 'Hard Copy' means printed in material form legible to the human eye such as in a book or on clothing, but does not include a printout (or photocopy of a printout) of Materials published, republished or stored by the Employers in other than its original printed form.
- (e) 'Materials' means works prepared by Employees in pursuance of the terms of their employment by the Employers for the purpose of publication in a newspaper, magazine or similar periodical publication.
- (f) 'On-Line Date' means the date an Employer first makes available on the Internet all or part of a metropolitan newspaper published by it.
- (g) 'Photocopying' means reproducing in a material form the whole or a substantial part of the Materials made from a newspaper, magazine or similar periodical published in Hard Copy form from the Hard Copy.
- (h) 'Relevant Publications' means a metropolitan newspaper of which all or part has been made available on the Internet.
- (i) 'Reserved Right' means the right:
 - (i) for a person other than the Employers to Photocopy Materials from Hard Copy;
 - (ii) to publish Materials (excluding photographs) or any part of them in Hard Copy book form but not in a newspaper, magazine or similar periodical;
 - (iii) to republish a Hard Copy book containing the Materials in CD-Rom form.
- (j) 'Works' means literary, dramatic or artistic works.

41. Technology

41.1 Employees will use any technology which can be utilised by persons (including but not limited to computer, photographic and electronic equipment) whether in existence at the

date of this agreement or which comes into existence after that date without making either a claim for payment for such use or a claim for any change in conditions of employment in respect of such use (other than in respect of changes in conditions of employment required by the operation of occupational health and safety legislation).

- 41.2 The Alliance and the Employees have no further claim or entitlement, whether now or at any time in the future, in relation to any technology, (including but not limited to computer, photographic and electronic equipment), whether in existence at the date of this agreement or which comes into existence after that date.
- 41.3 The Alliance and its officials undertake on behalf of the Alliance and its officials (both present and future) that both the Alliance and those officials will use all powers available under the registered rules of the Alliance to ensure that the provisions of this clause are honoured and complied with by officials of the Alliance and by members (both present and future) of the Alliance.
- 41.4 This clause does not deal with matters covered by the Commonwealth Copyright legislation.
- 41.5 This clause does not replace the agreements between the Employers and the Alliance concerning technology, which continue to operate according to their terms, and does not operate to limit the Employer's legal rights, which exist independent of this clause.

42. Term and No Extra Claims

- 42.1 The Agreement shall operate (unless otherwise specified) on and from seven days after the date of approval by the Fair Work Commission and the nominal term of the Agreement will expire on 30 June 2021.
- 42.2 The parties agree that during the term of this Agreement, no additional claims will be pursued by the Alliance. This Agreement settles and finalises all the terms of employment during the nominal term of this Agreement.
- 42.3 It is intended that the renegotiation of the Agreement would start three months before the expiry of the nominal term of the Agreement.

Executed as an Agreement

Dated 12 NOVEMBER 2018

SIGNED for and on behalf of
Media, Entertainment
And Arts Alliance



Paul Murphy
CEO – Media, Entertainment and Arts
Alliance

245 Chalmers St, Reclfern NSW
Address



Signature of Witness

TANYA DE ALMEIDA
Name of Witness

SIGNED for and on behalf of the
Employers



Andrew Biocca
Head of Employee Relations – News
Corp Australia

2 HOLT ST SURREY HILLS NSW
Address 2010



Signature of Witness

DARYL MAKINS
Name of Witness

Schedule 1 – Rates of Pay, Relativities and Classifications

The minimum Classification Rates in this Schedule 1 have been increased by: 2% from the first full pay period on or after the Commencement Date of this Agreement; 2% from the first full pay period on or after 1 July 2019; and 2% per cent from the first full pay period on or after 1 July 2020.

A. Metropolitan Newspaper Employees

A.1 Rates of Pay

The Classification Rates outlined in this clause A.1 apply to Metropolitan Newspaper Employees only [except for casual Metropolitan Newspaper Employees engaged pursuant to clause 13.2(a)(i)]:

Classification	From the first full pay period on or after Commencement Date – minimum rate per week	From the first full pay period on or after 1 July 2019 – minimum rate per week	From the first full pay period on or after 1 July 2020 – minimum rate per week
Cadets			
1	\$815.20	\$831.50	\$848.10
2	\$923.80	\$942.30	\$961.15
3	\$1032.55	\$1053.20	\$1074.25
Grade			
1	\$1087.00	\$1108.75	\$1130.95
2	\$1229.70	\$1254.30	\$1279.40
3	\$1418.80	\$1447.20	\$1476.15
4	\$1513.50	\$1543.75	\$1574.60
5	\$1608.55	\$1640.70	\$1673.55
6	\$1749.80	\$1784.80	\$1820.50
7	\$1891.60	\$1929.40	\$1968.00
8	\$1963.00	\$2002.25	\$2042.30
9	\$2270.20	\$2315.60	\$2361.95
10	\$2601.30	\$2653.35	\$2706.40
Editorial Assistants			
Grade 1	\$1081.20	\$1102.82	\$1124.90
Grade 2	\$1181.05	\$1204.70	\$1228.75

A.2 Classifications

Employees, other than cadets and casuals and Employees employed outside the Commonwealth, shall be classified by an Employer in one of ten grades in three bands as follows.

(1) The definitions for each of the three band are:

(a) Band One - Grades 4, 3, 2 and 1

Journalists, artists and photographers 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, artistic 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 journalist, artist or photographer, they require decreasing supervision and exercise greater professional judgment and skills to the level of Grade 4.

(b) Band Two - Grades 7, 6 and 5

Journalists, artists and photographers 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 - Grades 10, 9 and 8

Journalists, artists and photographers 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.

(2) Classification in a grade and the definitions in this clause A.2 are indicators of skills only and for the purpose only of fixing the minimum Classification Rates to which Employees shall be entitled to under this Agreement, and shall not be applied to restrict the range of work that may be required of an Employee. Employees shall undertake duties as directed within the limits of their competence, skills and training.

(3) An Employee who has completed his or her cadetship with an Employer shall not be classified as Grade 1 by an Employer for longer than two years provided he or she has completed his or her shorthand and other training requirements as a cadet to the satisfaction of his or her Employer.

(4) If an Employee is transferred from a publication which is not a Metropolitan Newspaper to a Metropolitan Newspaper, the editor at their discretion will determine the actual grade and margin (if any) that the Employee will receive, provided that their base salary will not be reduced. The Employee's grade shall be one of the ten grades in this clause.

For the avoidance of doubt, base salary includes the Employee's margin but does not include overtime, penalties, allowances or the like.

B. Regional Newspaper Employees

B.1 Rates of Pay

The Classification Rates outlined in this clause B.2 apply to Regional Newspaper Employees only:

Classification	From the first full pay period on or after Commencement Date minimum rate per week	From the first full pay period on or after 1 July 2019 minimum rate per week	From the first full pay period on or after 1 July 2020 minimum rate per week
Journalist 1(a)	\$1000.00	\$1020.00	\$1040.40
Journalist 1(b)	\$1043.25	\$1064.10	\$1085.40
Journalist 2(a)	\$1130.35	\$1152.95	\$1176.05
Journalist 2(b)	\$1217.70	\$1242.05	\$1266.85
Journalist 3	\$1260.90	\$1286.15	\$1311.85
Journalist 4	\$1347.85	\$1374.80	\$1402.30
Journalist 5(a)	\$1417.40	\$1445.75	\$1474.65
Journalist 5(b)	\$1478.10	\$1507.65	\$1537.80
Journalist 6	\$1582.75	\$1614.40	\$1646.70
Journalist 7	\$1669.45	\$1702.80	\$1736.90
Journalist 8	\$1737.75	\$1772.55	\$1808.00
Cadet 1st year	\$650.15	\$663.15	\$676.40
Cadet 2nd year	\$800.00	\$816.00	\$832.30
Cadet 3rd year	\$899.95	\$917.95	\$936.30

B.2 Classifications

(1) The definitions for each of the three bands are:

(a) Band One

Journalists and photographers 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 judgement and/or the exercise of more advanced skills. Beginning as a Grade 1(a) journalist or photographer, they

require decreasing supervision and exercise greater professional judgement and skills to the level of Grade 4.

(b) Band Two

Journalists and photographers 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 judgement on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

(c) Band Three

Journalists and photographers 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 judgement and outstanding levels of individual accomplishment.

- (2) Classification in a grade and the definitions in clause B.2 are indicators of skills only and for the purpose of fixing the Classification Rate under this Agreement to which Employees will be entitled and will not be applied to restrict the range of work that may be required of an Employee.

C. Community Newspaper Employees

C.1 Rates of Pay

Unless otherwise expressly provided below, the Classification Rates in this clause C.1 apply to all Community Newspaper Employees:

Classification	From the first full pay period on or after Commencement Date	From the first full pay period on or after 1 July 2019	From the first full pay period on or after 1 July 2020
	Minimum rate per week	Minimum rate per week	Minimum rate per week
Journalist 1	\$ 998.70	\$1,018.65	\$1,039.05
Journalist 2	\$1,039.30	\$1,060.05	\$1,081.25
Journalist 3	\$1,128.45	\$1,151.00	\$1,174.00
Journalist 4	\$1,211.85	\$1,236.10	\$1,260.80
Journalist 5	\$1,342.85	\$1,369.70	\$1,397.10
Journalist 6	\$1,428.10	\$1,456.65	\$1,485.80
Journalist 7	\$1,606.10	\$1,638.20	\$1,671.00
[Former Level Courier Journalist 8]	\$1,606.10	\$1,638.20	\$1,671.00
Cadet 1 st year	\$649.25	\$662.20	\$675.45

Cadet 2 nd year	\$799.05	\$815.05	\$831.35
Cadet 3 rd year	\$898.80	\$916.80	\$935.15

C.2 Courier Residual Component:

Classification	1 Courier Residual Component from 1/1/09 Frozen	2 Courier Residual Margin from 1/1/09 Frozen
Journalist 1	-	\$38.10
Journalist 2	\$25.24	\$41.56
Journalist 3	\$28.55	\$45.18
Journalist 4	\$43.15	\$49.15
Journalist 5	\$63.87	\$55.27
Journalist 6	\$56.08	\$58.18
Journalist 7	\$19.20	\$63.24
<i>[Former Level Courier Journalist 8]</i>	\$153.05	\$69.93

- (a) The Courier Residual Component 1 above is payable to those Employees who were employed at Cumberland Courier Community Newspapers (now NewsLocal) as at 31 December 2008, and who were in receipt of rates of pay higher than the rates paid at Cumberland Courier Community Newspapers (Parramatta) (now NewsLocal) as at 31 December 2008. This amount is grandfathered as at 1 January 2009, is paid as a separate payment, and does not form part of the Classification Rate for any other purpose. If an Employee in receipt of this payment is regraded, the Employee will cease to receive the payment, provided the regrading results in the Employee receiving a Classification Rate in excess of their current Classification Rate and Residual component.
- (b) The Courier Residual Component 2 above is payable to those Employees who were employed at Cumberland Courier Community Newspapers (now NewsLocal) as at 31 December 2008, and who were in receipt of the 5 per cent complex area make up allowance. This amount is grandfathered as at 1 January 2009, is paid as a separate payment, and does not form part of the Classification Rate for any other purpose. If an Employee in receipt of this payment is regraded, the Employee will cease to receive the payment, provided the regrading results in the Employee receiving a Classification Rate in excess of their current Classification rate and Residential Component wage and any residual component.

C.3 **Manly Daily Community Newspaper Employees employed as at 1 July 2018**

Classification Rates: The minimum Classification Rates per week for Employees who were employed on a full time basis as at 1 July 2018 principally on Manly Daily Community Newspapers shall be as follows:

Classification	From the first full pay period on or after Commencement Date	From the first full pay period on or after 1 July 2019	From the first full pay period on or after 1 July 2020
	Minimum rate per week	Minimum rate per week	Minimum rate per week
Journalist 1	\$998.70	\$1,018.65	\$1,039.05
Journalist 2	\$1,128.95	\$1,151.50	\$1,174.55
Journalist 3	\$1,301.60	\$1,327.65	\$1,354.20
Journalist 4	\$1,387.90	\$1,415.65	\$1,444.00
Journalist 5	\$1,474.20	\$1,503.70	\$1,533.75
Journalist 6	\$1,604.95	\$1,637.05	\$1,669.80
Journalist 7	\$1,735.00	\$1,769.70	\$1,805.10
Cadet 1 st year	\$649.25	\$662.20	\$675.45
Cadet 2 nd year	\$799.05	\$815.05	\$831.35
Cadet 3 rd year	\$898.80	\$916.80	\$935.15

For the avoidance of doubt, these Classification Rates of Pay do not apply to any Employees employed principally on Manly Daily Community Newspapers who commence employment after 1 July 2018, and the Classification Rates of Pay in clause C.1 will apply to these Employees.

- C.4 **Central Coast Community Newspaper Employees employed as at 1 July 2005**
Classification Rates of Pay: The minimum Classification Rates for Employees who were employed on a full time basis as at 1 July 2005 principally on Central Coast Community Newspapers shall be as follows:

Classification	From the first full pay period on or after Commencement Date	From the first full pay period on or after 1 July 2019	From the first full pay period on or after 1 July 2020
	Minimum rate per week	Minimum rate per week	Minimum rate per week
Journalist 1	\$998.70	\$1,018.65	\$1,039.05
Journalist 2	\$1,118.65	\$1,141.00	\$1,163.85
Journalist 3	\$1,285.00	\$1,310.70	\$1,336.90
Journalist 4	\$1,368.35	\$1,395.70	\$1,423.60

Journalist 5	\$1,458.90	\$1,488.10	\$1,517.85
Journalist 6	\$1,584.45	\$1,616.15	\$1,648.50
Journalist 7	\$1,721.35	\$1,755.80	\$1,790.90
Cadet 1 st year	\$649.25	\$662.20	\$675.45
Cadet 2 nd year	\$799.05	\$815.05	\$831.35
FCadet 3 rd year	\$898.80	\$916.80	\$935.15

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For the avoidance of doubt, these Classification Rates do not apply to any Central Coast Community Newspaper Employees who commenced employment after 1 July 2005.

D. Classification Relativities

Relativities have been set at the percentages listed below of the classification C10 in the Metal, Engineering and Associated Industries Award 1998:

Grade	Metropolitan Newspapers Relativity Percentage	Regional Newspapers Relativity Percentage	Community Newspapers Relativity Percentage
1 [& 1(a)]	115	115	115
1(b)		120	
2 [& 2(a)]	130	130	120
2b		140	
3	150	145	130
4	160	155	140
5(a)		163	
5 [& 5(b)]	170	170	155
6	185	182	165
7	200	192	185
8	207.5	200	
9	240		
10	275		
Pre Press Editorial Assistant Level 1	106		
Pre Press Editorial Assistant Level 2	125		