

# DECISION

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

Pagemasters Pty Ltd T/A Pagemasters (AG2017/6644)

# PAGEMASTERS PTY LIMITED (SUB-EDITORS AND GRAPHIC DESIGNERS) ENTERPRISE AGREEMENT 2017

Journalism

COMMISSIONER WILSON

# MELBOURNE, 11 MAY 2018

Application for approval of the Pagemasters Pty Limited (Sub-Editors and Graphic Designers) Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Pagemasters Pty Limited (Sub-Editors and Graphic Designers) Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Pagemasters Pty Limited T/A Pagemasters. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[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 18 May 2018. The nominal expiry date of the Agreement is 18 May 2021.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE428315 PR607006>

Annexure A



Pagemasters

Level 6 3 Rider Boulevard Rhodes NSW 2138 Australia

PO Box 3411 Rhodes Waterside Rhodes NSW 2138

t +61 (2) 9322 8305 abn 24 050 545 045

pagemasters.com.au

IN FAIR WORK AUSTRALIA

FWA Matter No. AG 2017/6644

Application for Approval of Enterprise Agreement Under Section 185 of the Fair Work Act 2009 (Cth)

Applicant: Pagemasters Pty Limited

#### UNDERTAKINGS (SECTION 190 – FAIR WORK ACT 2009 (CTH))

Pursuant to Section 190 of the Fair Work Act 2009 (Cth) (Act), Pagemasters Pty Limited undertakes with respect to the application for approval of an enterprise agreement to be known as Pagemasters Pty Limited (Sub-Editors and Graphic Designers) Enterprise Agreement 2017 (Agreement) as follows:

1. Clauses 29.2.1 and 29.2.2 to the Agreement are amended to read:

- "29.2.1 For Metropolitan Employees and Regional Employees who were employed by the Company prior to 11 December 2017, the minimum base salary payable is based on the employee's Grade as determined in accordance with Clause 22 and set out in Schedule 3.
- 29.2.2 For Regional Employees who are employed by the Company on or after 11 December 2017, the minimum base salary payable is based on the employee's Grade as determined in accordance with Clause 22 and set out in Schedule 4."
- Schedule 4 to the Agreement is removed and replaced with Schedule 4 which is attached to these undertakings.
- 3. Clause 17.1 is amended to read:

"A casual employee is an employee who is engaged by the hour but on each occasion must be engaged for at least 3.75 hours. Persons who are employed on a casual basis will be notified that they are engaged as casual employees in their letter of appointment."

Dated: 3 May 2018

Signed on behalf Pagemasters Pty Limited by:

- NAME: Bruce Davidson
- Address: 3 Rider Boulevard, Rhodes NSW 2138
- Position: Director

A person duly authorised to give these undertakings on behalf of Pagemasters Pty Limited.

# Schedule 4 - Base Salaries, Regional Employees

(Ref. clause 29.2)

#### Part A - Sub-Editors:

Grade	Base salaries (per week)	
	Effective 11 December 2017*	
Cadet	\$980.69	
G1	\$1108.77	
G2	\$1194.11	
G3	\$1279.48	
G4	\$1366.00	
G5	\$1569.89	
G6	\$1577.19	
G7	\$1705.25	
G8	\$1768.16	
G9	\$2046.74	
G10	\$2344.43	

#### Part B- Graphic Designers:

Grade	Base salaries (per week)	
	Effective 11 December 2017*	
G1	\$1108.77	
G2	\$1194.11	
G3	\$1279.48	
G4	\$1366.00	
G5	\$1569.89	
G6	\$1577.19	

Note: Salaries are adjusted from first pay period on or after the specified date.

# PAGEMASTERS PTY LIMITED (SUB-EDITORS AND GRAPHIC DESIGNERS)

1

**ENTERPRISE AGREEMENT 2017** 

# PART 1 - OPERATION OF AGREEMENT

41		 ïtl	1
		 	0

This agreement is entitled the Pagemasters Pty Limited (Sub-Editors and Graphic Designers) Enterprise Agreement 2017 (Agreement).

# 2. Arrangement

PAR	T 1 – OPERATION OF AGREEMENT
1.	Title
2.	Arrangement
З.	Definitions and Interpretation
4.	Operation of Agreement
5.	Application4
6.	Relationship with other Industrial Instruments4
7.	No Extra claims4
8.	Availability of this Agreement4
PAR	T 2 – EMPLOYMENT RELATIONSHIP
9.	Non Discrimination
10.	Sexual Harassment and Workplace Bullying5
11.	Communications
12.	Employee duties and Performance5
13.	Training
14.	Dispute Settlement Procedure
15.	Consultation
16.	Individual Flexibility
17.	Casual Employment10
18.	Part-time employment
19.	Full-time employment
20.	Probationary employment
21.	Career paths
22.	Classification of Employees
23.	Termination of Employment
PART	Г 3 - REDUNDANCY14
24.	Redundancy14
PART	Г 4 - HOURS OF WORK
25.	Hours
26.	Overtime
27.	Shift Work17
28.	Public Holidays
PART	5 - SALARIES AND RELATED MATTERS20
29.	Salaries
30.	Salary Review and Performance Appraisal20
31.	Superannuation
32.	Allowances

PAR	T 6 – LEAVE	
33.	Annual Leave	23
34.	Long Service Leave	23
35.	Personal/Carer's Leave	
36.	Compassionate Leave	
37.	Jury duty	
38.	Trade Union Leave	
39.	Parental Leave	
40.	Execution	
Sche	edule 1 – Performance Standards	l
Sche	edule 2 - Grade Definitions	ili
Sche	edule 3 – Base Salaries, Metropolitan Employees	
Sche	edule 4 – Base Salaries, Regional Employees	ix

#### 3. Definitions and Interpretation

#### 3.1 Definitions

- 3.1.1 Act means the Fair Work Act 2009 (Cth).
- 3.1.2 Alliance means the Media Entertainment and Arts Alliance.
- 3.1.3 **Base salary** means the ordinary time rate of pay for the employee concerned over any applicable period, and excludes overtime, penalty rates, shift allowances, bonuses, superannuation and any other ancillary payments of a like nature.
- 3.1.4 **Employee** means an employee of Pagemasters to whom this Agreement applies.
- 3.1.5 **Graphic Designer** means an employee employed in the position of Graphic Designer, or whose principal work function is graphic designing.
- 3.1.6 **Metropolitan Employee** means an employee of Pagemasters to whom this Agreement applies, who resides or works within a metropolitan area, being a capital city or the metropolitan areas of Newcastle or Wollongong.
- 3.1.7 NES means the National Employment Standards, as contained in the Act.
- 3.1.8 Pagemasters means Pagemasters Pty Limited.
- 3.1.9 **Regional Employee** means an employee of Pagemasters to whom this Agreement applies, who resides or works within a regional area, other than a metropolitan area, being a capital city or the metropolitan areas of Newcastle or Wollongong.
- 3.1.10 **Sub-Editor** means an employee employed in the position of sub-editor, or whose principal work function is sub-editing.

#### 3.2 Interpretation

- 3.2.1 In this Agreement, a party includes the party's executors, administrators, successors and permitted assigns.
- 3.2.2 In this Agreement the singular includes the plural and vice versa unless otherwise stated.

#### 4. Operation of Agreement

4.1 This agreement comes into operation on and from the date it is approved by the Fair Work Commission (Commencement Date) and nominally expires three (3) years after that date.

#### 5. Application

- 5.1 The Agreement applies to Pagemasters' sub-editing and graphic design operations on all platforms and specifically excludes any employees covered by the *Pagemasters Pty Ltd Enterprise Agreement 2012.*
- 5.2 This Agreement binds:
  - 5.2.1 Pagemasters and
  - 5.2.2 Sub-Editors, Graphic Designers and Comment Moderators employed by Pagemasters, subject to clause 5.3.
- 5.3 This Agreement does not apply to employees employed by Pagemasters in the position of:
  - 5.3.1 Managing Editor; or
  - 5.3.2 Production Editor; or
  - 5.3.3 Chief Sub-Editor; or
  - 5.3.4 Chief Comment Moderator.

#### 6. Relationship with other Industrial Instruments

6.1 This Agreement applies instead of any award, order or other agreement that may otherwise apply to Pagemasters or the Employees, to the extent permitted by law.

#### 7. No Extra claims

7.1 From the Commencement Date until the nominal expiry date, there will not be any extra claims made against Pagemasters with respect to the terms and conditions of employment of employees bound by this Agreement.

#### 8. Availability of this Agreement

8.1 A copy of this Agreement is available from Pagemasters Human Resources Department and will be available on the Pagemasters intranet site from the Commencement Date.

# PART 2 - EMPLOYMENT RELATIONSHIP

#### 9. Non Discrimination

- 9.1 Pagemasters is committed to providing a non-discriminatory and equal opportunity environment for all its employees and to ensuring that the working environment for the employee is both safe and healthy and in accordance with relevant legislation.
- 9.2 An employee will not receive any employment benefit or detriment because of their membership or non-membership of a union.
- 9.3 It is the intention of the parties to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.4 In fulfilling their obligations under the disputes avoidance and settling provisions in this Agreement, the parties must make every endeavour to ensure that neither this Agreement nor its operation is directly or indirectly discriminatory in its effect.
- 9.5 Nothing in this clause is to be taken to affect:
  - 9.5.1 any different treatment (or treatment having different effects) which is specifically exempted under anti-discrimination legislation, or
  - 9.5.2 employee rights under any State or federal anti-discrimination law.

#### 10. Sexual Harassment and Workplace Bullying

10.1 Sexual Harassment and workplace bullying are unacceptable and will not be tolerated. All employees will be made aware of and shall have access to the AAP Group Equal Opportunity, Anti-Discrimination and Harassment Policy (as amended from time to time), but such policy does not form part of this Agreement.

#### 11. Communications

- 11.1 Pagemasters is committed to open and transparent communication with employees. Communication arrangements may vary from time to time, however the following practices applied at the date this Agreement commenced:
  - 11.1.1 Regular communication with all employees and being encouraged to raise any matters with their supervisors for presentation at these meetings.
  - 11.1.2 Information sessions with the Managing Director or Managing Editor as necessary to inform employees of changes to the business, such as new work or matters involving the workplace.

#### 12. Employee duties and Performance

#### 12.1 General duties

- 12.1.1 Pagemasters may direct employees to carry out duties which are within the limits of the employee's skill, competence and training.
- 12.1.2 Employee obligations under this Agreement include the following:

- 12.1.2(a) to diligently carry out their duties and to act ethically when conducting and discharging their responsibilities;
- 12.1.2(b) to participate in applicable induction and training programs as and when required.

#### 12.2 Performance Standards and Expectations

- 12.2.1 Employees will be required to meet the performance standards and expectations of their position and grade.
- 12.2.2 Schedule 1 sets out the performance standards and expectations for Sub-Editors and Graphic Designers, respectively, at the time of making this Agreement. These performance standards and expectations may be varied by Pagemasters from time to time provided employees receive reasonable notice of any variations affecting them.

#### 13. Training

#### 13.1 Training

In-house training will be established based on the needs of the business. Requests for relevant training can be made through the employee's supervisor and/or Managing Editor and will be assessed on a needs basis. The introduction of any new software will be accompanied by relevant in-house or an appropriate professional training program.

#### 14. Dispute Settlement Procedure

14.1 How employees and Pagemasters will resolve disputes

The procedure in this clause should be followed to resolve disputes about matters arising under this Agreement or the NES.

14.2 Employees must speak to their manager

As soon as practicable after a dispute arises an employee must speak to their immediate manager and give the manager an opportunity to resolve the dispute.

14.3 If that does not work or is inappropriate

If it is inappropriate for the employee to raise the dispute with their immediate manager, or if the dispute remains unresolved, the employee must as soon as practicable raise the matter with the Managing Editor.

14.4 Human Resources

If the dispute has not been resolved within a reasonable time, or if it is not appropriate for the employee to approach their manager or the Managing Editor, the dispute should be raised with Human Resources.

14.5 Representation

The employee can seek the assistance of a representative or support person in resolving the dispute.

#### 14.6 Good Faith

The parties to the dispute and their representatives must act in good faith in relation to the dispute.

14.7 Mediation and conciliation

If the matter is still not resolved, either party can approach the Fair Work Commission to settle the dispute by conciliation or, where necessary, arbitration.

14.8 Work should continue

Work should continue in the manner required by this Agreement while the dispute is being dealt with unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of workplace health and safety law, if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must comply with a reasonable direction by Pagemasters to perform other available work that is safe and appropriate for the employee to perform. The fact that the employee continues to work will not prejudice the employee or Pagemasters.

#### 15. Consultation

- 15.1 This term applies if Pagemasters:
  - 15.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees of the enterprise; and
  - 15.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 15.2 Major Change
  - 15.2.1 Pagemasters must notify the relevant employees of the decision to introduce the major change.
  - 15.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.
  - 15.2.3 If:
    - 15.2.3(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
    - 15.2.3(b) the employee or employees advise Pagemasters of the identity of the representative;

Pagemasters must recognise the representative.

15.2.4 As soon as practicable after making its decision, Pagemasters must:

15.2.4(a) discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and

- (iii) measures Pagemasters is taking to avert or mitigate the adverse effect of the change on the employees; and
- 15.2.4(b) for the purposes of the discussion -- provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- 15.2.5 However, Pagemasters is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15.2.6 Pagemasters must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 15.2.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Pagemasters, the requirements set out in subclauses 15.2.1, 15.2.2 and 15.2.4 are taken not to apply.
- 15.2.8 In this term, a major change is *likely to have a significant effect on employees* if it results in:

15.2.8(a) the termination of the employment of employees; or

- 15.2.8(b) major change to the composition, operation or size of Pagemasters' workforce or to the skills required of employees; or
- 15.2.8(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 15.2.8(d) the alteration of hours of work; or
- 15.2.8(e) the need to retrain employees; or
- 15.2.8(f) the need to relocate employees to another workplace; or
- 15.2.8(g) the restructuring of jobs.
- 15.3 Change to regular roster or ordinary hours of work
  - 15.3.1 Pagemasters must notify the relevant employees of the decision to introduce the major change.
  - 15.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.
  - 15.3.3 If:
    - 15.3.3(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
    - 15.3.3(b) the employee or employees advise Pagemasters of the identity of the representative;

Pagemasters must recognise the representative.

- 15.3.4 As soon as practicable after making its decision, Pagemasters must:
  - 15.3.4(a) discuss with the relevant employees the introduction of the change: and
  - 15.3.4(b) for the purposes of the discussion provide to the relevant employees:
    - (i) all relevant information about the change including the nature of the change; and
    - (ii) information about what Pagemasters reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that Pagemasters reasonably believes are likely to affect the employees; and
  - 15.3.4(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 15.3.5 However, Pagemasters is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15.3.6 Pagemasters must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 15.4 In this term, *relevant employees* means the employees who may be affected by the major change.

#### 16. Individual Flexibility

- 16.1 Pagemasters and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 16.1.1 the agreement deals with 1 or more of the following matters:
    - 16.1.1(a) arrangements about when work is performed;
    - 16.1.1(b) overtime rates;
    - 16.1.1(c) penalty rates;
    - 16.1.1(d) allowances;
    - 16.1.1(e) leave loading; and
  - 16.1.2 the arrangement meets the genuine needs of Pagemasters and an employee in relation to 1 or more of the matters mentioned in paragraph 15.1.1; and
  - 16.1.3 the arrangement is genuinely agreed to by Pagemasters and an employee.

- 16.2 Pagemasters must ensure that the terms of the individual flexibility arrangement:
  - 16.2.1 are about permitted matters under section 172 of the Act; and
  - 16.2.2 are not unlawful terms under section 194 of the Act ; and
  - 16.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 16.3 Pagemasters must ensure that the individual flexibility arrangement:
  - 16.3.1 is in writing; and
  - 16.3.2 includes the name of the employer and employee; and
  - 16.3.3 is signed by Pagemasters and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 16.3.4 includes details of:
    - 16.3.4(a) the terms of this Agreement that will be varied by the arrangement; and
    - 16.3.4(b) how the arrangement will vary the effect of the terms; and
    - 16.3.4(c) 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
  - 16.3.5 states the day on which the arrangement commences.
- 16.4 Pagemasters must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 16.5 Pagemasters or an employee may terminate the individual flexibility arrangement:
  - 16.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 16.5.2 if Pagemasters and the employee agree in writing at any time.

#### 17. Casual Employment

- 17.1 Persons who are employed on a casual basis will be notified that they are engaged as casual employees in their letter of appointment.
- 17.2 Casual employees will be employed by the hour and will be paid each 14 days unless otherwise agreed between the casual employee and Pagemasters.
- 17.3 The hourly rate of pay for casual employees will be based on the minimum base salary in this Agreement for the grade referrable to the work required to be performed by the employee, as set out in clause 29.2 of this Agreement, divided by 37.5 plus a 20% loading.
- 17.4 The employment of a casual employee may be terminated by either the employee or Pagemasters at any time without notice in which case the employee will be paid for the hours or part hours worked up until the time the termination becomes effective.

- 17.5 The following clauses will not apply to employees who are employed on a casual basis:
  - 17.5.1 Part-time Employment (clause 18);
  - 17.5.2 Full-time employment (clause 19);
  - 17.5.3 Probationary employment (clause 20);
  - 17.5.4 Termination of Employment (clause 23);
  - 17.5.5 Redundancy (clause 24);
  - 17.5.6 Hours (clause 25, other than sub-clause 25.1.2);
  - 17.5.7 Overtime (clause 26);
  - 17.5.8 Annual Leave (clause 33);
  - 17.5.9 Public Holidays (clause 28); and
  - 17.5.10 Jury Duty (clause 37).
- 17.6 Casual employees will not be entitled to any benefits under this Agreement apart from those specified in this clause 17 or those benefits explicitly provided to casual employees under this Agreement.
- 17.7 Casual employees who transfer to part-time or full time permanent employment will have their original commencement date, or most recent commencement date following a break in service of three (3) months or more, recognised for the purpose of continuous service.

#### 18. Part-time employment

- 18.1 Employees may be engaged to work on a part-time basis. A part-time employee is an employee, other than a casual employee, who works predictable and continuing hours of work being less than the hours of a full-time employee.
- 18.2 A part-time employee will receive, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 18.3 Part-time employees must work a minimum of four (4) consecutive hours on any one single attendance.
- 18.4 At the time of engagement, Pagemasters and the part-time employee will agree in writing a regular pattern of work, within Pagemasters' pay period, specifying the hours to be worked each day, which days of the week the employee will work and the actual starting and finishing times each day. This agreement may be varied:
  - 18.4.1 in writing by mutual agreement;
  - 18.4.2 by Pagemasters giving seven (7) days' notice to the part-time employee, provided there is no diminution of the total agreed number of ordinary hours of work.

#### 19. Full-time employment

A full-time employee is an employee whose ordinary hours of work are 37.5 hours per week, or 150 hours in 28 days.

#### 20. Probationary employment

- 20.1.1 Full-time and part-time employees may be employed for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.
- 20.1.2 Employees must be advised in advance of the period or the maximum duration of the period of probation. The period of probation will be 6 months. However, the probation period may be shortened at Pagemasters discretion.
- 20.1.3 Probationary employment forms part of an employee's period of continuous service for all purposes of this Agreement.

#### 21. Career paths

Pagemasters will advertise internally first when new and/or replacement positions are required. Any employee (including a casual employee) will be provided with the opportunity to apply. Appointment to any positions will be at the discretion of the Managing Editor and/or Director. Each application will be assessed on its individual merits.

### 22. Classification of Employees

22.1 Classification

Pagemasters will classify employees in one of the grades applying to Sub-Editors and Graphic Designers respectively.

22.2 Grade definitions

Schedule 2 sets out the definitions and indicative tasks for each grade applying to Sub-Editors and Graphic Designers, respectively, at the time of making this Agreement.

22.3 Progression for Cadets and Grade 1 Employees

An employee who is classified as either a Cadet or Grade 1 will progress by one grade on each anniversary of their employment in that Grade up to a Grade 2, provided they are not subject to performance counselling at the time.

### 23. Termination of Employment

- 23.1 Notice of termination by Pagemasters
  - 23.1.1 In order to terminate the employment of an employee, Pagemasters will give the employee written notice according to the employee's grade as follows:

Grade of employee	Notice required
Cadet Grade to Grade 6 (inclusive)	Four (4) weeks
	plus an additional (1) week to employees over 45 years of age with not less than two years' continuous service at the time notice is given.
Grade 7 to Grade 10 (inclusive)	Eight (8) weeks

- 23.1.2 During a period of probationary employment, Pagemasters may terminate the employment of an employee by giving the employee one week's written notice.
- 23.1.3 Payment in lieu of the notice prescribed in clause 23.1.1 or 23.1.2 may be made if the appropriate notice period is not given by Pagemasters. Employment may be terminated by part of the period of notice specified and part payment in lieu of notice.
- 23.1.4 Payment in lieu of notice will be calculated on base salary.
- 23.1.5 The period of notice in this clause 23.1 will not apply in the case of dismissal for serious misconduct. In such cases, the employment may be terminated without notice.
- 23.1.6 For the purpose of clause 23.1.5, serious misconduct includes:
  - 23.1.6(a) theft, and
  - 23.1.6(b) the conduct defined as serious misconduct in the Fair Work Regulations 2009 (Cth).

#### 23.2 Notice of termination by employees

- 23.2.1 In order to terminate his or her employment, an employee must give Pagemasters the same period of notice as the employee is entitled to receive under clause 23.1.1 had the employment been terminated by Pagemasters. However, Pagemasters and the employee may agree to an alternative notice period.
- 23.2.2 During a period of probationary employment the employee may terminate the employment by giving Pagemasters one week's written notice.
- 23.2.3 If an employee fails to give the required or agreed alternative notice, Pagemasters will have the right to withhold monies due to the employee with a maximum amount equal to the employee's base salary during the period of notice that the employee failed to give.

#### 23.3 Return of Pagemasters' property

When employees' employment with Pagemasters ends, employees must return all material that is the property of Pagemasters including documents, keys, notes and memoranda and confidential information about Pagemasters or its subsidiaries, to Pagemasters or to such place as Pagemasters may direct.

### PART 3 - REDUNDANCY

#### 24. Redundancy

- 24.1 Severance pay
  - 24.1.1 If Pagemasters terminates the employment of an employee due to redundancy, the employee will be entitled to the following:
    - 24.1.1(a) the notice or payment in lieu of notice set out in clause 23.1 of this Agreement that it intends to terminate the employment, and
    - 24.1.1(b) for employees who were employed prior to 1 July 2017; severance pay, calculated at the employee's base salary, as follows:

Years of Continuous Service with Pagemasters	Entitlement (Calculated at base salary)		
	Under 45 Years of Age	45 Years of Age and Over	
Less than 1 year	Nil	Nil	
1 year and less than 2 years	4 weeks' pay	5 weeks' pay	
2 years and less than 3 years	7 weeks' pay	8.75 weeks' pay	
3 years and less than 4 years	10 weeks' pay	12.5 weeks' pay	
4 years and less than 5 years	12 weeks' pay	15 weeks' pay	
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay	
6 years and over	16 weeks' pay	20 weeks' pay	

24.1.1(c) for employees who were employed on or after 1 July 2017; severance pay, calculated at the employee's base salary, as follows:

Years of Continuous Service with Pagemasters	Entitlement (Calculated at base salary)
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

#### 24.2 Alternative employment

- 24.2.1 If Pagemasters finds employees adequate alternative employment, it does not, unless otherwise required by law, have to pay those employees the severance pay outlined above.
- 24.2.2 For the purposes of this clause 24.2, adequate alternative employment:
  - 24.2.2(a) may involve employment with Pagemasters, or employment with a successor, assignee or transmittee of the business, or part of the business of Pagemasters;
  - 24.2.2(b) must involve recognition of the employee's prior service with Pagemasters for all accruing rights' purposes;
  - 24.2.2(c) must involve employment on terms and conditions that are no less favourable in aggregate when considered on an overall basis.
- 24.2.3 Pagemasters undertakes to, where possible, identify redeployment opportunities that may be available as an alternative to forced redundancies. If Pagemasters identifies for the employee, alternative employment which is not on similar terms and conditions as the employee's current position, or is less favourable in aggregate when considered on an overall basis and the employee chooses not to accept this role, then the employee will be paid the amounts outlined in clause 24.1.

#### 24.3 Exempt employees

This clause 24 will not apply to an employee whose employment is terminated for serious misconduct (which includes serious misconduct as identified in clause 23.1.6).

### PART 4 - HOURS OF WORK

#### 25. Hours

- 25.1 Ordinary hours of work
  - 25.1.1 The ordinary hours of work for full-time employees will be 37.5 hours per week, or 150 hours in a 28 day cycle. The maximum number of ordinary hours of work per day is 10 hours.
  - 25.1.2 Pagemasters must give employees an unpaid meal break of not less than 30 minutes duration after no more than 5 hours of work, wherever possible.
  - 25.1.3 The ordinary hours of work for employees will be worked between 7.00am and 6.30pm Monday to Friday.
  - 25.1.4 Pagemasters may require employees to work reasonable additional hours, in which case overtime will be payable in accordance with clause 26.

#### 25.2 Computer rest break

- 25.2.1 Except in an emergency, where the maximum time of operation will be two and half hours, no employee will be required to operate a computer for more than two hours straight without a break. At the end of two hours, an employee will be entitled to a ten minute paid break from operating a computer. This subclause is to be applied in accordance with the following:
  - 25.2.1(a) Pagemasters may require a member to be engaged on noncomputer work during the break provided for in this subclause.
  - 25.2.1(b) The break must fall during a shift or part of a shift. The computer break must not be taken at the end of a shift (that is, a tenminute 'early cut') nor at the end of a half shift (that is, an extra ten minutes added to the meal break).
  - 25.2.1(c) Pagemasters and an employee may agree to have different arrangements for computer breaks, provided that the limit of two and a half hours set out in the first paragraph is adhered to.

#### 26. Overtime

#### 26.1 Application

This clause 26 does not apply to employees whose base salary is equal to or greater than the minimum base salary payable to an employee classified as a Grade 9 employee from time to time (refer clause 29.2).

#### 26.2 Reasonable Overtime

- 26.2.1 Full-time and part-time employees may be required to work reasonable additional hours as overtime, in order to complete their duties, or as directed by Pagemasters and will receive such additional remuneration as provided in this Agreement.
- 26.2.2 Payment for overtime, or time-off in lieu of overtime, will only be made for overtime that is approved beforehand by the employee's manager or, where it is not possible to obtain the manager's approval, where the overtime is unavoidable.
- 26.2.3 The following work is not considered overtime:

26.2.3(a) make-up time;

26.2.3(b) shift work pursuant to clause 27.1.

#### 26.3 Payment for overtime

- 26.3.1 Payment for overtime shall be calculated by reference to the employee's base salary in clause 29.2. Time worked is exclusive of meal breaks.
- 26.3.2 The basis of payment for overtime work shall be as follows:
  - 26.3.2(a) for time worked before or after the span of hours in clause 25.1.3, at the rate of time and a half for the first two (2) hours and thereafter at double time;

- 26.3.2(b) for work beyond 37.5 hours in a week, at the rate of time and a half for the first two (2) hours and thereafter at double time;
- 26.3.2(c) for work beyond 10 hours in any day, at the rate of double time; and
- 26.3.2(d) for working on a Saturday, Sunday, or Public Holiday, at the rate of double time.
- 26.3.3 The entitlement to payment for any one period of overtime can arise only under one of sub-clauses 2(a)-2(d) above.
- 26.4 Time off in lieu of overtime payment
  - 26.4.1 If an employee elects in writing and Pagemasters agrees to the election, then time off can be taken in lieu of payment for overtime and in each such case the time off shall equate with the period of overtime actually worked. That is, for each hour of overtime worked, employees will receive one hour's time off in lieu of payment for overtime.
  - 26.4.2 The employee may elect to receive payment, time off in lieu of overtime pay (in accordance with paragraph 26.4.1), or a combination of both.
  - 26.4.3 Time off in lieu agreed and elected under clause 26.4.1 should be taken as soon as reasonably practicable. Pagemasters encourages employees to take time off in lieu within 2 months of becoming entitled to it. If due to exceptional operational reasons the time cannot be taken within 12 months of the entitlement arising, a payment for the overtime will be made to the employee instead, payable at the applicable overtime rates.

#### 27. Shift Work

- 27.1 Ordinary hours of work for shift work
  - 27.1.1 The ordinary hours of work for an employee performing rostered shift work are to be an average of 37.5 hours per week and must not exceed 150 hours in 28 consecutive days. The maximum number of ordinary hours of shift work per day is 10 hours. Meal breaks will not be considered time worked.
  - 27.1.2 Shift work may be rostered at any time, including:

27.1.2(a) outside the ordinary hours of work specified in clause 25.1.3; or

27.1.2(b) during Saturdays, Sundays and Public Holidays,

provided that:

- rostering of shift work takes into account employees' personal circumstances including any family responsibilities, as well as the needs of the enterprise, and
- (ii) employees are not rostered to work shift work without receiving a minimum 12-hour break between shifts.

#### 27.2 Shift penalties

#### 27.2.1 Application

This sub-clause 27.2 does not apply to employees whose base salary is equal to or greater than the minimum base salary payable to an employee classified as a Grade 9 employee from time to time (refer clause 29.2).

- 27.2.2 For employees who were employed by the Company prior to 1 July 2017; clauses 27.2.3 and 27.2.5 will apply.
- 27.2.3 If Pagemasters rosters an employee to work shift work where any part of the employee's shift falls within the hours set out in the Prescribed Circumstances in the following table, the employee will be entitled to the corresponding shift penalty for that entire shift. Shift penalties will be calculated on the employee's base salary.
- 27.2.4 For all employees who were employed by the Company after 1 July 2017; the following conditions will apply. Shift penalties will be calculated on the employee's base salary.
  - 27.2.4(a) If Pagemasters rosters an employee to work shift work where less than 50% of the employee's shift falls within the hours set out in the Prescribed Circumstances in the following table, the employee will be entitled to the corresponding shift penalty for the actual number of hours worked in that Prescribed Circumstance timeframe.
  - 27.2.4(b) If Pagemasters rosters an employee to work shift work where 50% or more of the employee's shift within the hours set out in the Prescribed Circumstances in the following table, the employee will be entitled to the corresponding shift penalty for that entire shift.

#### 27.2.5

Shift work – Prescribed Circumstance (attracting shift penalty)	Shift penalty
Shift work starts between 6.00am and 7.00am	10%
Shift work finishes between 6.30pm and 8.30pm	10%
Shift work starts or finishes between 8.30pm and 6.00am	17.5%
Shift work on a Saturday or Sunday	10%
Shift work where the greater part of the shift falls on Christmas Day or Good Friday.	150%

27.2.6 The following clauses are applicable to all employees regardless of their commencement date:-

> 27.2.6(a) The shift penalties in clause 27.2.5 above are not cumulative. Where more than one shift penalty may be applicable, the employee will be paid the highest applicable shift penalty for the shift worked.

27.2.6(b) Shift pattern is subject to change in accordance with operational requirements, therefore should the employee become rostered for shifts that fall outside the Prescribed Circumstance as outlined above, the appropriate shift penalty will no longer apply.

#### 28. Public Holidays

- 28.1 Employees may be rostered to work on public holidays.
- 28.2 Employees who work on a public holiday will be entitled to their base salary daily rate of pay for that day.
- 28.3 In this Agreement, public holidays are incorporated in an employee's Annual Leave entitlements, as set out in clause 33. Employees are compensated for the requirement to work on public holidays through enhanced annual leave entitlements under that clause.
- 28.4 In this clause, public holidays comprise:
  - 28.4.1 New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day; and
  - 28.4.2 the following days, as prescribed or gazetted: Australia Day, Anzac Day, Easter Saturday, Easter Sunday, Queen's Birthday and Labour Day; and
  - 28.4.3 an additional day in each State or Territory as follows:

28.4.3(a) in the Australian Capital Territory - Canberra Day;

- 28.4.3(b) in the Australian Capital Territory Family and Community Day
- 28.4.3(c) in New South Wales one additional day to be notified by Pagemasters to the Employee;
- 28.4.3(d) in Victoria AFL Grand Final Friday (being the Friday before the AFL Grand Final)
- 28.4.3(e) in Victoria Melbourne Cup Day
- 28.4.3(f) in Queensland Show Day;
- 28.4.3(g) in South Australia March Public Holiday
- 28.4.3(h) in Western Australia Western Australia Day;
- 28.4.3(i) in the Northern Territory Picnic Day;
- 28.4.3(j) in the Northern Territory May Day;
- 28.4.3(k) in the Northern Territory Show Day (where applicable);
- 28.4.3(I) in southern Tasmania Regatta Day; and
- 28.4.3(m) in northern Tasmania Recreation Day.

# PART 5 - SALARIES AND RELATED MATTERS

29. Salaries

#### 29.1 Payment of salary

- 29.1.1 Salary net of tax is deposited into the employee's bank account electronically every fortnight. The pay period is Sunday to Saturday. At the time this Agreement commenced, payment was made on a Wednesday and covered the previous week and the remainder of the pay week.
- 29.1.2 Pagemasters may deduct payment for any day an employee cannot be usefully employed because of any strike or through any breakdown of machinery or any stoppage of work by any cause which Pagemasters cannot reasonably be held responsible, provided that such stand-down will not be deemed a break in the continuity of employment of the employee.

#### 29.2 Adjustment to Salaries

- 29.2.1 For Metropolitan Employees and Regional Employees who were employed by the Company prior to 1 January 2018, the minimum base salary payable is based on the employee's Grade as determined in accordance with clause 22 and set out in Schedule 3.
- 29.2.2 For Regional Employees who were employed by the Company on or after 1 January 2018, the minimum base salary payable is based on the employee's Grade as determined in accordance with clause 22 and set out in Schedule 4.
- 29.2.3 The base salaries in Schedule 3 and Schedule 4 will increase by the annual CPI Increase every year from 1 July 2018 (during the term of this Agreement).

In this sub-clause 29.2.3, the reference to a CPI Increase means the percentage change in the general Consumer Price Index (All Groups Weighted average of eight capital cities (**CPI**)) published by the Australian Bureau of Statistics for the preceding 12 months ending 30 March.

#### 30. Salary Review and Performance Appraisal

#### 30.1 Performance Appraisal

- 30.1.1 To assist Pagemasters in achieving its corporate objectives, all employees will participate in the ongoing performance appraisal program.
- 30.1.2 New employees will receive an appraisal on or before the six-month anniversary of their start date. All other staff will undergo a performance review on an annual basis during June to July. The review will be conducted by the employee's direct supervisor/ manager or the Managing Editor, depending on the position. The review will encompass a performance assessment of the employee over the past 12 months and take into account any role or workload changes. Employees will be given at least one week's advance notice of the review.
- 30.1.3 Any increase in base salary arising out of the employee's performance review ("Individual Performance Increase") will operate from the first pay

period on or after 1 October, and will take into account the results of the employee's performance review and the quantum of any increase under clause 29.2.

- 30.2 Salary Grade Review
  - 30.2.1 There will be an annual grade review following the completion of the performance appraisal process each year.
  - 30.2.2 Employees (including casual employees) requesting a grade review must notify the Managing Director or Group Managing Editor once their performance appraisal has been finalised.
  - 30.2.3 This review will not preclude the Managing Director or Group Managing Editor from reviewing any employee's grade at any time at Pagemasters' own initiative. Determining an employee's grade remains at the Managing Director and Group Managing Editor's discretion.
  - 30.2.4 An employee may refer to a performance appraisal and/or any other information when seeking an upgrade.
  - 30.2.5 The employee will receive feedback on their performance to date, expectations of their role for the following review period and, where applicable, feedback on their upgrade application.

#### 31. Superannuation

- 31.1.1 Pagemasters will make superannuation contributions on the employee's behalf at the rate required to avoid the imposition of a superannuation guarantee charge pursuant to the Superannuation Guarantee (Administration) Act 1992. The contribution is currently 9.5% of the employee's ordinary time earnings (up to the maximum contribution base).
- 31.1.2 Superannuation is paid into a fund of the employee's choice, which is exercisable in accordance with the applicable superannuation legislation. The Mercer Super Trust is the default fund.

#### 32. Allowances

#### 32.1 Late night travel

Pagemasters will pay for taxis home, to be capped at \$100 per journey or otherwise at the manager's discretion, for any employee whose shift finishes before 6.00am or after 8.30pm on any day, or at other times at Pagemasters' discretion. Employees will, where reasonable in all the circumstances, attempt to share taxis home. These arrangements will be managed at site level.

- 32.2 Optical Allowance
  - 32.2.1 Where an ophthalmologist or optometrist prescribes spectacles for the first time, or a lens change, specifically for computer operation, Pagemasters will pay the cost of the lens and part of the frame cost, less any health fund benefit or other benefit that would have been available to the employee. This benefit will not be payable more than once per annum and the employee will provide Pagemasters with reasonable evidence to substantiate an entitlement under this clause.

- 32.2.2 The spectacle allowance amount for frames provided for in this clause is \$127.63.
- 32.2.3 The allowance provided in clause 32.2.2 will increase annually from 1 January each year in accordance with the annual increase in the therapeutic, appliances and equipment component of the CPI (measured from September to September).
- 32.2.4 This allowance cannot be claimed by an employee during their probationary period.
- 32.2.5 If an employee resigns within 60 days of receipt of an optical allowance payment, the employee must repay this amount upon termination and authorises Pagemasters to deduct this amount from any amounts owing to the employee on termination of employment, to the extent permitted by law.

#### 32.3 Meal reimbursement

- 32.3.1 If an employee's duty compels the employee to take more than one meal a day away from home, Pagemasters will reimburse the reasonable cost of any meal, as set out below, upon production of a receipt of the costs incurred by the employee (Meal Reimbursement).
- 32.3.2 An employee will be entitled to the payment of one (1) Meal Reimbursement under this clause 32.3 in any one day if he or she works through two of the specified meal break hours in that day.
- 32.3.3 An employee will be entitled to the payment of two (2) Meal Reimbursements under this clause 32.3 if he or she works through the three (3) specified meal break hours in that day.
- 32.3.4 For the purpose of this clause 32.3:
  - 32.3.4(a) *day* means the period of 24 hours calculated from the time the employee commences work;
  - 32.3.4(b) meal means breakfast, lunch or dinner; and
  - 32.3.4(c) the normal meal break hours in the 5 day week are:
    - (i) Breakfast: 6.00am to 8.00am;
    - (ii) Lunch: Noon to 2.00 pm; and
    - (iii) Dinner: 6.00pm to 8.00pm.

#### 32.4 Shift variation allowance

Pagemasters will reimburse the reasonable cost of additional expenses incurred by an employee where Pagemasters directs an employee to work a different shift, or a shift extended by more than one hour, and the employee unavoidably incurs additional personal expenses such as child care or transport to and from work, provided that the employee will advise Pagemasters, at the time Pagemasters makes the direction, that these additional expenses will be incurred.

# PART 6 - LEAVE

#### 33. Annual Leave

- 33.1 Full-time employees are entitled to 34 days annual leave (or 35 days for employees based in Victoria), for each year of continuous service. Part-time employees are entitled to pro-rata annual leave.
- 33.2 Annual leave accrues on a pro-rata basis and is cumulative. However annual leave does not accrue during certain periods, including parental leave and unpaid carer's leave.
- 33.3 An employee's entitlement to annual leave incorporates and is inclusive of the following:
  - 33.3.1 employees statutory annual leave entitlements (20 days for each year of continuous service);
  - 33.3.2 public holidays as defined in clause 28.4 (11 per annum);
  - 33.3.3 an additional three (3) days compensation for the requirement to work on public holidays, for employees based in all States except Victoria.
  - 33.3.4 an additional four (4) days compensation for the requirement to work on public holidays, for employees based in Victoria.
- 33.4 Annual leave and public holidays
  - 33.4.1 Where a public holiday falls on a day the employee is not rostered to work, the employee will take paid annual leave (and one day's annual leave will be deducted from the employee's annual leave entitlement under clause 33.1) for that day.
- 33.5 Rules for taking and payment of annual leave
  - 33.5.1 The rules concerning taking annual leave under the Act will apply to all annual leave under this clause 33, in the context of Pagemasters operational requirements, including its requirement for employees to work on public holidays.
  - 33.5.2 Employees will be paid out any accrued but untaken annual leave on termination of their employment, based on the base salary the employee received prior to termination.

#### 33.6 Annual leave loading

Employees' base salaries have been calculated to incorporate any entitlement to annual leave loading. Therefore no annual leave loading is payable to employees during the course of their employment or on termination of their employment.

#### 34. Long Service Leave

34.1 Long Service Leave will be in accordance with the applicable legislation in the State or Territory where the employee works.

### 35. Personal/Carer's Leave

Personal/Carer's Leave (which includes sick leave) is granted in accordance with the Personal/Carer's Leave provisions and entitlements set out in the Act. For full-time and part-time employees, this would normally equate to 10 days' paid Personal/Carer's leave per annum, fully cumulative.

For casual employees, Personal/Carer's leave is unpaid.

#### 36. Compassionate Leave

Compassionate leave is granted in accordance with the Compassionate Leave provisions and entitlements set out in the Act. Where funerals are held interstate or overseas, the entitlement is up to three days' paid compassionate leave for each occasion.

For casual employees, Compassionate leave is unpaid.

#### 37. Jury duty

- 37.1 Pagemasters must pay an employee who is required to attend for jury service at the employee's base salary in respect of the ordinary time the employee would have worked had the employee not been on jury service, provided:
  - 37.1.1 any jury service pay is paid or reimbursed to Pagemasters, or
  - 37.1.2 in lieu of clause 37.1.1, at Pagemasters' discretion, the payment to the employee is reduced by any amount of jury service pay paid or payable to the employee; and
  - 37.1.3 the employee complies with the notification requirements in clause 37.2.
- 37.2 An employee must notify Pagemasters as soon as possible of the date upon which the employee is required to attend for jury service, and provide Pagemasters with evidence of attendance, the duration of such attendance and the amount of jury service pay received or payable in respect of such jury service.

#### 38. Trade Union Leave

- 38.1 Subject to the following conditions, Alliance delegates or appointed Alliance Representatives will be granted leave with pay to attend a full day course conducted or approved by the Alliance which are designed to promote good industrial relations and industrial efficiency provided that:
  - 38.1.1 No more than 1 day will be granted for up to 3 representatives in any 12 month period commencing from the date of this Agreement.
  - 38.1.2 Untaken paid leave will not accrue from year to year.
  - 38.1.3 Applications to attend trade union training leave must be in writing and must include details of the type and content of the course to be attended and the dates upon which the course is to be conducted. Applications must be made not less than four weeks before the intended course, or such lesser period as may be agreed between Pagemasters, the Alliance and the employee concerned.

- 38.1.4 Once received, applications will be granted by Pagemasters on the dates notified by the Alliance, subject to Pagemasters' ability to maintain adequate staffing levels and meet operational requirements.
- 38.2 Leave granted pursuant to this clause will count as service for all purposes of this Agreement.
- 38.3 Any employee on paid leave in accordance with this clause will receive their base salary for the time they are in attendance at the training.
- 38.4 Pagemasters will not be required to pay any other costs associated with such leave.
- 38.5 On completion of the course, Pagemasters may require the employee to provide satisfactory proof of attendance at the course.

#### 39. Parental Leave

- 39.1 Parental leave is granted in accordance with the Parental Leave provisions and entitlements set out in the Act.
- 39.2 In addition to the provisions and entitlements set out in the Act, Employees who are eligible for Parental Leave will be subject to the benefits set out below or AAP's Company Parental Leave Policy, whichever of the two is more favourable.
- 39.3 Employees on parental leave can request to return to work from parental leave earlier than agreed with Pagemasters by providing at least four weeks' written notice and the request will be considered subject to Pagemasters' operational requirements.
- 39.4 At the end of the 52 weeks of parental leave, employees can request an extended period of parental leave of up to 12 months, or return to work on a part-time basis and Pagemasters will not unreasonably refuse the request.
- 39.5 For full-time and part-time employees with one (1) year's continuous service before the commencement of a period of parental leave, Pagemasters will pay a six (6) weeks bonus at the employee's base salary. Pagemasters believes a payment at this time is of most benefit to the employee because of childcare and associated costs. Pagemasters will only pay this on the condition that the employee gives an undertaking in writing to Pagemasters that they will return to work at the expiry of the period of parental leave for a period of not less than 12 months' employment. If the employee fails to return to work for a 12 month period, the paid parental leave must be reimbursed in full to Pagemasters,

Pagemasters Pty Limited (Sub-Editors and Graphic Designers) Enterprise Agreement 2017

40. Execution

FOR Pagemasters Pty Limited Signed: [insert an explanation of the person's authority to sign the workplace agreement] DIRECTOR 18/12/17 Date: BRICE MAN DANASON Name in full (printed): 3 RIDER BUD Address: RHADES NEW 2138 Witnessed by: ( Witness name in full (printed) Kassandra Paterson 3 Rider Boslevard Witness address: Rhodes NSW 2138 FOR and on behalf of Employees by the Media, Entertainment and Arts Alliance Signed: [insert an explanation of the person's authority to sign the workplace agreement] CHIEF EXECUTIVE 18/12/17 Date: Name in full (printed): PAUL MURPHY

26 of 27 pages

Pagemasters Pty Limited (Sub-Editors and Graphic Designers) Enterprise Agreement 2017

.

Address: 245 Chalmers St REDFERN NSW 2016 Witnessed by: Witness name in full (printed) Katelin Manemey Witness address: 245 Chalmers St, Redgern NSW 2016

# Schedule 1 – Performance Standards

(Refer clause 12.2)

# Sub-Editors and Graphic Designers

Sub-Editors	Purpose:		
	To layout pages to the highest standard and to edit reports accurately, enhancing lucidity, eliminating superfluous and imprecise words and using correct grammar, punctuation and spelling.		
	Performance standards and expectations		
	* To use the Cybergraphic editorial production system or other editorial production systems as necessary to the required level.		
	* Work quickly and complete work to deadline.		
	* Write appropriate, interesting and active headlines, captions and standfirsts, recognising the tone and flavour of the material.		
	<ul> <li>Liaise when necessary with clients' news desks, section editors, or production staff to ensure accuracy and timely delivery of all material to meet production schedules</li> </ul>		
	* Be fully familiar with the style of all publications worked on		
	* Have a thorough understanding of media law		
	* Understand core design principles and required design style and be able to produce attractive pages in that style.		
	<ul> <li>Understand the principles of picture cropping and the use of images and graphics</li> </ul>		
	* Have a grasp of advanced techniques, as required for complex layouts		
	* Work quickly, accurately and to deadline		
	* Act ethically		
	<ul> <li>Read newspapers thoroughly each day and have an up-to-date knowledge or news and current events.</li> </ul>		
	* Contribute ideas.		
	* Work as an integral member of the Pagemasters subbing team		
	* Respond to public inquiries professionally		
	* Take direction and advice from supervisors		
	* Keep manager informed of training needs		
	* Take part in any appropriate training offered by the company		

Graphic Designers	Purpose			
	To design and layout pages to the highest standard. To create graphic elements and enhancements where required, using industry-standard software packages. Performance standards and expectations			
	* Use the Cybergraphic editorial production system to the required level to design and produce high quality newspaper and magazine pages.			
	<ul> <li>Ensure the design principles and guidelines of the clients' publications are followed.</li> </ul>			
	* Be able to design and layout to a high quality, pages or part-pages, using Adobe Indesign or other appropriate software.			
	* Be able to use Adobe Photoshop and Adobe Illustrator to create appropriate graphic elements or enhancements and to adjust and enhance images where required.			
	* Consult with the chief sub-editor and other sub-editors and fellow designers over page design and layout.			
	* Liaise effectively with the chief sub-editor			
	* Work as an integral member of the design and layout team			
	* Take direction and advice from the chief sub-editor			
	<ul> <li>Take part in any appropriate training programs offered by the company that will enhance skills</li> </ul>			
	<ul> <li>Read daily newspapers thoroughly each day and have an up-to-date knowledge of news and current events</li> </ul>			

# Schedule 2 – Grade Definitions

(Refer clause 22.2)

Grade	Sub-Editors stream	Graphic Designers stream
Cadet	<ul> <li>A Cadet Sub-Editor has completed the basic educational requirements for entry to a journalism cadetship. As part of his or her training, and in order to gain experience, the cadet may be required to perform basic or routine journalistic, production or editing duties under close supervision and with limited responsibility for the final outcome. Completed tasks and duties are initially subject to close scrutiny. The cadet will be expected to develop skills to accept responsibility for the final outcome of routine or recurring duties. Where the cadet encounters any deviations, problems or unexpected situations in carrying out these duties, he or she is expected to seek guidance from a supervisor.</li> <li>Indicative skills and tasks may include:         <ul> <li>Undertaking training in practical editorial production processes;</li> <li>Carrying out simple and routine tasks, for example compilation or checking of standard editorial material;</li> <li>Carrying out basic sub-editing under close supervision;</li> <li>Developing broad understanding of newsroom and production processes and requirements;</li> <li>Developing an ability to be concise and accurate;</li> <li>Developing an ability to work to deadlines;</li> <li>Acquiring relevant technical skills, including computer and production software skills.</li> </ul> </li> </ul>	Not applicable
Grade 1	A Sub-Editor Grade 1 has completed the basic educational requirement for entry to journalism and is acquiring basic skills and experience by undertaking routine sub-editing and production duties under direction and/or by undertaking appropriate practical training. He or she may from time to time require guidance from supervisors or senior.	A Graphic Designer Grade 1 has the basic educational requirement or training for entry to newspaper or magazine design and is acquiring basic skills and experience by undertaking routine design and production duties under direction and/or by undertaking appropriate practical training. He or she may from time to time require guidance from supervisors or senior.
	Indicative skills and tasks may include:         *       The ability to work to deadlines;         *       Displaying basic news sense;         *       Developing computer and editorial production software skills;         *       Demonstrating ability to undertake basic sub-editing duties under supervision to an	

Grade	Sub-Editors stream	Graphic Designers stream		
	<ul> <li>acceptable standard, including proven spelling, grammatical and editing competency.</li> <li>Understanding newsroom and production processes and requirements;</li> <li>Developing basic understanding of media law issues.</li> <li>Have basic skills in the use of photo enhancement software.</li> <li>Display creative abilities in the creation of artwork, logos, maps and other associated material.</li> </ul>			
Grade 2	A <b>Sub-Editor Grade 2</b> is able to carry out basic sub-editing duties competently under direction. He or she will require less frequent guidance on routine matters but will need to seek guidance and direction when editing on more complex or specialised reports.	A Graphic Designer Grade 2 is able to carry out basic design and graphic art duties competently under direction. He or she will require less frequent guidance on routine matters but will need to seek guidance and direction when editing on more complex or more creative matters.		
	Indicative skills and tasks may include:         *       As for a Sub-editor/Graphic Designer Grade 1 and, in addition:         *       Attain computer and editorial production software skills;         *       Have basic understanding of media law issues;         *       Display good news sense;         *       Assess news – worthiness, accuracy and balance of a range of material and information;         *       Ability to work to deadlines under pressure.         *       Be developing greater skills in the use of photo enhancement software and illustration software packages.         *       Display initiative and ideas in the creation of artwork, logos, maps and other associated material.			
Grade 3	A <b>Sub-Editor Grade 3</b> has acquired significant practical experience and/or additional training to the point where he or she is able to carry out a range of routine duties competently under direction or as part of a team. He or she will require specific guidance only on the more advanced, specialised or unusual matters. The Sub- editor Grade 3 will be building upon his or her basic skills and will be developing additional skills and competency in layout and design. He or she will also be developing skills and competency to improve speed and productivity.	A <b>Graphic Designer Grade 3</b> has acquired significant practical experience and/or additional training to the point where he or she is able to carry out a range of routine duties competently under direction or as part of a team. He or she will require specific guidance only on the more advanced, specialised or unusual matters. Will also be developing additional skills and competency in layout and design. He or she will also be developing skills and competency to improve speed and productivity		
	Indicative skills and tasks may include:         * As for a Sub-editor/Graphic Designer Grade 2 and, in addition:         * Have basic layout skills and be developing further competency in design;         * Gain additional competency, speed and accuracy in copy editing;         * Develop flair and initiative in the creation of graphics and artwork and photo treatments.			
Grade 4	A Sub-Editor Grade 4 has acquired significant practical experience and/or additional training in some more advanced or specialised areas to the point where he or she has mastered the craft of sub-editing and is capable of applying this craft in a wide range of areas. He or she will work under direction but will be capable of exercising a degree of independent initiative or judgement. The Sub-editor	A Graphic Designer Grade 4 has acquired significant practical experience and/or additional training to a competent level. He or she will work under direction but will be capable of exercising a degree of independent initiative or judgement.		

Grade	Sub-Editors stream	Graphic Designers stream
	Grade 4 will be building on his or her mastery of the craft by acquiring further experience, training or education. He or she will be capable of carrying out more advanced or specialised duties and responsibilities, including directing and checking the work of junior sub-editors.	
	de 3 and, in addition; ewspaper sub-editing, design and production media laws issues in areas such as defamation, a able to apply this knowledge practically; d graphic elements and section covers, at times the design and production of newspaper and	
Grade 5	A <b>Sub-Editor Grade 5</b> has completed the basic training and educational requirements for journalism, has mastered the basic craft of sub-editing and has had significant experience in a range of areas. He or she is drawing upon this body of experience, training and education to exercise advanced journalistic skills. The Sub-editor Grade 5 is working in an advanced area under limited supervision. Such areas would include working as a thoroughly experienced sub- editor. These tasks will involve the Sub-editor Grade 5 displaying initiative and exercising professional judgement within the limits set out by his or her supervisor.	A Graphic Designer Grade 5 has mastered the disciplines of graphic design and layout and has had significant experience in a range of areas. He or she is drawing upon this experience, training and education to exercise advanced skills, is working under limited supervision, and is providing creative solutions and initiatives in the area of page design and production.
	<ul> <li>Indicative skills and tasks may include:</li> <li>* As for Sub-editor/Graphic Designer Grade 4 and, in addition;</li> <li>* Exercise advanced sub-editing skills, including a high degree to accuracy, while working to tight deadlines under sustained pressure;</li> <li>* Display a degree of creativity and innovation in layout, headlines and editing disciplines;</li> <li>* Display a strong and advanced news sense;</li> <li>* Have advanced writing skills;</li> <li>* Be able to absorb, evaluate, summarise and retain significant amounts of information and material;</li> <li>* Have significant knowledge and skill in an areas of specialist subject matter such as politics, economics, social issues, finance, sports or arts;</li> <li>* Is providing creative graphic solutions and initiatives in the area of page design and production.</li> </ul>	
Grade 6	The <b>Sub-Editor Grade 6</b> has had a significant experience at an advanced level to the point where he or she has mastered the advanced skills typical of highly experienced sub-editors. He or she is capable of exercising advanced skills in a range of difficult, responsible or demanding duties. A Sub-editor Grade 6 will also provide guidance and advice to less experienced sub-editors and from time to time may act in a position that involves exercising a significant supervisory, planning and organisational	The <b>Graphic Designer Grade 6</b> is at an advanced level of competency and is capable of exercising advanced skills in a range of difficult, responsible or demanding duties. He or she will also provide guidance and advice to less experienced graphic designers and from time to time may act in a position that involves exercising a significant supervisory, planning and organisational functions.

Grade	Sub-Editors stream	Graphic Designers stream	
	functions.		
	<ul> <li>Indicative skills and tasks may include:         <ul> <li>As for Sub-editor/Graphic Designer Grade 5 and, in addition;</li> <li>Exercise advanced and responsible sub-editing or production skills;</li> <li>Regularly carry out sub-editing tasks involving assessing, coordinating and combining significant amounts of copy from a range of sources such as copy testing or rewriting running stories.</li> </ul> </li> <li>Be able to absorb, evaluate, summarise and retain significant amounts of more complex information and material;</li> <li>From time to time take part in planning and organising projects;</li> <li>Be a mentor and adviser to other sub-editors/designers and coordinate work groups.</li> </ul>		
Grade 7	The Sub-Editor Grade 7 will undertake supervisory, organisational, planning or training functions as the head of a team of sub-editors or have responsibility for quality control, deadlines and from time to time may be required to act in planning and supervisory functions.         Indicative skills and tasks may include:         * As for Sub-editor Grade 6 and in addition:         * Exercise more advanced sub-editing skills including complex and responsible production functions (for example, layout sub-editor, senior copy editor, check sub)         * Coordinate and supervise the work of a team of sub-editors;         * Have responsibility for the planning and production of regular sections and/or pages;         * Assign or commission specific graphics and layouts;         * Have strong teamwork and personal communication skills;         * Develop supervisory/people management skills;         * Have strong work organisation and planning skills;         * Develop resource management skills;	Not applicable	
Grade 8	The Sub-Editor Grade 8's 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. He or she will have mastered advanced copy editing and design skills and will be capable of displaying high creativity, originality and analytical ability. Indicative skills and tasks may include: * As for Sub-editor Grade 7 and in addition: * Undertake responsible sub-editing and production functions requiring the highest levels of technical and professional skill and/or a significant element of supervision or planning.	Not applicable	

Grade	Sub-Editors stream	Graphic Designers stream
Grade	<ul> <li>Display a comprehensive and in-depth knowledge of a specialised area or areas;</li> <li>Exercise a significant degree of creativity, originality or innovation;</li> <li>Head and supervise the work of a large team;</li> <li>Take part in the planning, preparation, organisation and coordination of major projects or special sections and features;</li> <li>Manage editorial staff and resources or a section of a newspaper;</li> <li>Display management skills including leadership ability, supervisory skills, basic financial/resource management skills;</li> </ul>	Graphic Designers stream
Grade 9	<ul> <li>* Undertake formal training of editorial staff.</li> <li>The Sub-Editor Grade 9 regularly undertakes duties involving the exercises of the highest level of journalistic skills under broad direction only. He or she will have mastered the advanced skills and will also be capable of displaying high creativity, orginality and analytical ability. They may also be involved the exercise of planning, coordinating, organising and supervising projects and production processes in consultation with senior editorial management.</li> <li>Indicative skills and tasks may include:</li> <li>* As for Sub-editor Grade 8 and in</li> </ul>	Not applicable
	<ul> <li>addition:</li> <li>Undertake responsible sub-editing and production functions requiring the highest levels of management.</li> <li>Undertake formal training of editorial staff</li> <li>Have management skills including leadership ability, supervisory skills, basic financial /resource, technical and professional skills and/or a significant element or supervision or planning;</li> <li>Advise on the use and application of new technology.</li> </ul>	
Grade 10	<ul> <li>The Sub-Editor Grade 10 is at a senior editorial management level.</li> <li>Indicative skills and tasks may include: <ul> <li>As for Sub-editor Grade 9 and in addition:</li> <li>Demonstrated excellence over a considerable period and have developed notoriety as individuals throughout their craft;</li> <li>Demonstrated outstanding ability in a variety of roles and directly responsible and accountable to the</li> </ul> </li> </ul>	Not applicable

Grade	Sub-Editors stream	Graphic Designers stream
	<ul> <li>most senior management;</li> <li>Assist in the development of policy and close involvement in strategic planning;</li> </ul>	
	<ul> <li>Exercises senior management skills and from time to time act in executive positions;</li> <li>Able to prepare and manage section</li> </ul>	
	<ul> <li>budgets;</li> <li>* Appear as representatives of their publication or organisation in public and professional bodies;</li> </ul>	
	<ul> <li>Manage major departments, and coordinating the introduction of new technology.</li> </ul>	

# Schedule 3 – Base Salaries, Metropolitan Employees

(Ref. clause 29.2)

## Part A - Sub-Editors:

Grade	Base salaries (per week)	
	Effective 1 July 2017*	
Cadet	\$ 1,089.66	
G1	\$ 1,231.97	
G2	\$ 1,326.79	
G3	\$ 1,421.64	
G4	\$ 1,517.78	
G5	\$ 1,610.14	
G6	\$ 1,752.43	
G7	\$ 1,894.72	
G8	\$ 1,964.62	
G9	\$ 2,274.16	
G10	\$ 2,604.92	

# Part B- Graphic Designers:

Grade	Base salaries (per week)
	Effective 1 July 2017*
G1	\$ 1,231.97
G2	\$ 1,326.79
G3	\$ 1,421.64
G4	\$ 1,517.78
G5	\$ 1,610.14
G6	\$ 1,752.43

# Schedule 4 – Base Salaries, Regional Employees

(Ref. clause 29.2)

## Part A - Sub-Editors:

Grade	Base salaries (per week)	
	Effective 1 January 2018*	
Cadet	\$926.21	
G1	\$1,047.17	_
G2	\$1,127.77	
G3	\$1,208.39	
G4	\$1,290.11	_
G5	\$1,368.62	_
G6	\$1,489.57	
G7	\$1,610.51	_
G8	\$1,669.93	
G9	\$1,933.04	
G10	\$2,214.18	

### Part B- Graphic Designers:

Grade	Base salaries (per week)	
	Effective 1 January 2018*	
G1	\$1,047.17	
G2	\$1,127.77	_
G3	\$1,208.39	
G4	\$1,290.11	
G5	\$1,368.62	_
G6	\$1,489.57	

Note: Salaries are adjusted from first pay period on or after the specified date.



#### Pagemasters

Level 6 3 Rider Boulevard Rhodes NSW 2138 Australia

PO Box 3411 Rhodes Waterside Rhodes NSW 2138

t +61 (2) 9322 8305 abn 24 050 545 045

pagemasters.com.au

#### IN FAIR WORK AUSTRALIA

#### FWA Matter No. AG 2017/6644

Application for Approval of Enterprise Agreement Under Section 185 of the Fair Work Act 2009 (Cth)

Applicant: Pagemasters Pty Limited

#### UNDERTAKINGS (SECTION 190 – FAIR WORK ACT 2009 (CTH))

Pursuant to Section 190 of the *Fair Work Act* 2009 (Cth) (**Act**), Pagemasters Pty Limited undertakes with respect to the application for approval of an enterprise agreement to be known as *Pagemasters Pty Limited* (Sub-Editors and Graphic Designers) Enterprise Agreement 2017 (**Agreement**) as follows:

- 1. Clauses 29.2.1 and 29.2.2 to the Agreement are amended to read:
  - "29.2.1 For Metropolitan Employees and Regional Employees who were employed by the Company prior to 11 December 2017, the minimum base salary payable is based on the employee's Grade as determined in accordance with Clause 22 and set out in Schedule 3.
  - 29.2.2 For Regional Employees who are employed by the Company on or after 11 December 2017, the minimum base salary payable is based on the employee's Grade as determined in accordance with Clause 22 and set out in Schedule 4."
- 2. Schedule 4 to the Agreement is removed and replaced with Schedule 4 which is attached to these undertakings.
- 3. Clause 17.1 is amended to read:

"A casual employee is an employee who is engaged by the hour but on each occasion must be engaged for at least 3.75 hours. Persons who are employed on a casual basis will be notified that they are engaged as casual employees in their letter of appointment."

Dated: 3 May 2018

Signed on behalf Pagemasters Pty Limited by:

- NAME: Bruce Davidson
- Address: 3 Rider Boulevard, Rhodes NSW 2138
- Position: Director

A person duly authorised to give these undertakings on behalf of Pagemasters Pty Limited.

.....

# Schedule 4 – Base Salaries, Regional Employees

(Ref. clause 29.2)

## Part A - Sub-Editors:

Grade	Base salaries (per week)
	Effective 11 December 2017*
Cadet	\$980.69
G1	\$1108.77
G2	\$1194.11
G3	\$1279.48
G4	\$1366.00
G5	\$1569.89
G6	\$1577.19
G7	\$1705.25
G8	\$1768.16
G9	\$2046.74
G10	\$2344.43

### Part B- Graphic Designers:

Grade	Base salaries (per week)
	Effective 11 December 2017*
G1	\$1108.77
G2	\$1194.11
G3	\$1279.48
G4	\$1366.00
G5	\$1569.89
G6	\$1577.19