Book Industry Award 2010

The above award was first made on 4 September 2009 [PR988938]

This consolidated version of the award includes variations made on 16 December 2009 [PR991586]; 19 March 2010 [PR994429]; 4 June 2010 [PR997772]; 21 June 2010 [PR997935]; 6 December 2010 [PR503724]; 20 June 2011 [PR509109]; 18 June 2012 [PR522940]; 27 September 2012 [PR529168] ; 21 December 2012 [PR532630]; 19 June 2013 [PR536743]

Applications for Review of award: AM2012/18; AM2012/134; AM2012/221

NOTE: **Transitional provisions** may apply to certain clauses – see clause 2 and Schedule A

> To determine the transitional amount or loading, go to the version of this modern award in operation prior to 1 July 2010 which does **not** include:
>
> (a) variations to minimum wages resulting from the Annual Wage Review 2009-10; or
>
> (b) variations in expense related allowances operative from 1 July 2010.

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[Varied by PR991586, PR532630]

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Part 1—Application and Operation

1. Title

This award is the *Book Industry Award 2010*.

2. Commencement and transitional

[Varied by PR991586]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by PR994429, PR997772, PR503724]

3.1 In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

[Definition of **agreement-based transitional instrument** inserted by PR994429 from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

book industry means the receipt, perusal, editing and preparation of manuscripts and other material for publication in book form, or the supervision thereof, or in any branch of writing, drawing or photographic work for publicity or public relations purposes in relation to publications in book form, other than those substantially engaged in marketing

[Definition of **Division 2B State award** inserted by PR503724 ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by PR503724 ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by PR997772 from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by PR997772 from 01Jan10]

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by PR994429 from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

standard rate means the minimum weekly wage for a Level 3 Grade 1 in clause 13.4

[Definition of **transitional minimum wage instrument** inserted by PR994429 from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by PR994429]

4.1 This award covers employers throughout Australia in the book industry and their employees in the classifications in this award to the exclusion of any other modern award.

4.2 Exclusions

(a) Those employees who are employed as an executive or manager are excluded from this award.

(b) The award does not cover an employee excluded from award coverage by the Act.

(c) The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.2(d) inserted by PR994429 from 01Jan10]

(d) The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.3 inserted by PR994429 from 01Jan10]

4.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.3 renumbered as 4.4 by PR994429 from 01Jan10]

4.4 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;

(b) overtime rates;

(c) penalty rates;

(d) allowances; and

(e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

(a) 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, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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 must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[10 varied by PR529168]

[10.1 substituted by PR994429 from 01Jan10]

10.1 An employee may be employed on a full-time, part-time or casual basis. An employee other than a casual will, irrespective of the periodic payment of salary increments, be deemed to be employed on the following bases:

(a) Level 1—by the fortnight; and

(b) Levels 2 and 3—by the month.

10.2 Casual employment

(a) A casual employee for the purposes of this award will mean an employee who is engaged as such. A casual must be paid a minimum of three hours for each engagement.

[10.2(b) substituted by PR529168 ppc 27Sep12]

(b) A casual employee will be paid at the appropriate hourly rate for each hour worked, plus a loading of 25%.

(c) A casual employee will be entitled to payment at overtime rates for all work in excess of 7.5 hours in any one day. For the purposes of this clause, overtime rates will mean an additional 50% of the hourly rate calculated by dividing the weekly rates specified in clause 13.4 or clause 13.10 by 38.

10.3 Part-time employment

(a) An employer must roster a part-time employee for a minimum of four consecutive hours on any day.

(b) Subject to clause 10.3(a), the ordinary hours of work and days on which such work is to be performed will be specified in writing by the employer before the part-time employee begins employment. Such hours and days may be changed only by:

(i) agreement in writing; or

(ii) seven days' notice in writing by the employer, provided that there is no reduction of the total agreed number of ordinary weekly hours of work.

(c) All provisions of the award applicable to full-time employees will apply to part-time employees on a pro rata basis.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

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

11.3 Job search entitlement

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

12. Redundancy

[Varied by PR994429, PR503724]

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

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

12.4 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions – NAPSA employees

[12.5 renamed by PR503724 ppc 01Jan11]

(a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

[12.5(a)(i) substituted by PR994429 from 01Jan10]

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

(b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.

(d) Clause 12.5 ceases to operate on 31 December 2014.

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by PR503724 ppc 01Jan11]

(a) Subject to clause 12.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:

(i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

(b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.

(d) Clause 12.6 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

[Varied by PR997935, PR509109, PR522940, PR536743]

13.1 Level 1—Trainee book editor

(a) Entry level skills/qualifications

(i) Persons at this level would normally be graduates or have previous experience in the publishing industry or equivalent skills.

(ii) Trainees should be competent in spelling and grammar and have demonstrated a willingness to participate in training and acquire skills.

(iii) An employee would remain at this level no longer than 12 months.

(b) Functions/responsibilities

Under direct supervision, carry out the following:

- proofreading;
- type mark-up of manuscript;
- copy editing;
- gradual acquisition of knowledge of housestyle, proofreading, symbols and in-house communications;
- combine all the above functions with the application and/or extension of specialist/technical knowledge where it is a requirement of a company; and/or
- obtain an understanding of and ability to adhere to schedules.

13.2 Level 2—Book editor

(a) Skills/qualifications

Persons at this level have acquired and should continue to acquire a working knowledge of housestyle, proofreading symbols, industry and company terminology procedures, ability to use keyboard and relevant software to manipulate text, demonstrated job-related communication skills (liaison briefings, etc.) and specialist training within the specialist areas of company publishing. By Grade 4 a person would have the knowledge and understanding necessary to take a project through the editorial process.

(b) Functions/responsibilities

(i) Grade 1

In addition to performing the duties of a Trainee book editor, persons at this level would be expected to undertake the following:

- application of housestyle, industry and company terminology, procedures and processes
- application of keyboard skills and acquisition of internal communication skills
- under supervision pictorial and editorial research, check indexes and tables, write blurbs, captions and promotion briefs, content editing and maintain schedules

(ii) Grade 2

A Book editor grade 2 would be expected to undertake all of the duties of a Grade 1 with decreasing supervision.

In addition, they would be expected to deal with external contacts (authors, artists, etc.) regarding briefing of art, design and subject areas, and have a knowledge of production processes.

(iii) Grades 3 and 4

Persons at these levels would be expected to perform all of the duties listed for Grades 1 and 2 under broad supervision only and will have acquired the ability to undertake indexing and checking outside indexing. As they undertake additional training and/or gain experience they will exercise greater professional judgment and skills. A Grade 4 would have a high level of proficiency in all book editor duties and required skills.

13.3 Level 3—Senior editor

(a) Skills/qualifications

Persons at this level have demonstrated competence and knowledge of all Level 2 required skills, the demonstrated ability to communicate and liaise internally and externally (both oral and written, e.g. briefs, letters etc.) and to take a project through the editorial process.

(b) Functions/responsibilities

(i) Grade 1

In addition to performing the duties listed for Level 2, persons at this level would be expected to undertake the following duties in liaison with senior personnel:

- editorial and pictorial research
- briefing of art, design and content with external authors, artists etc.
- writing of blurbs, captions and promotional briefs
- text manipulation
- application of housestyle, industry and company terminology and processes
- maintenance of agreed schedules

- assume responsibility for individual projects
- communicate internally and externally as required by allocated projects (i.e. liaise with authors, production personnel, indexers and artists)
- under general supervision, communicate and liaise with external freelance editorial staff as required by allocated projects

(ii) Grade 2

A Grade 2 would be competent in all duties stated for Grade 1. In addition they may have the following duties and responsibilities:

- responsibility for major series or lists
- train junior editors under the guidance of supervising editor
- commissioning of manuscripts

(iii) Grade 3

Persons at this level would have a demonstrated competence in Grade 1 and 2 functions, the maintenance of schedules, an authoritative knowledge of housestyle, proofreading, industry and company terminology, procedures and processes, confidence in communication with internal and external contacts (i.e. external or freelance editorial staff, internal production personnel, indexers, artists etc.).

A Grade 3 would be responsible for the management of:

- organising and co-ordinating publishing projects to fruition
- where applicable, developing and maintaining agreed budgets
- briefing and controlling authors and illustrators
- supervision and guidance of subordinate staff if applicable
- liaison with sales and marketing personnel if applicable
- the training of junior levels of editorial staff and development of in house training programs

[13.4 varied by PR997935, PR509109, PR522940, PR536743 ppc 01Jul13]

13.4 Employees in the classifications in clauses 13.1 to 13.3 (editors) must be paid the following minimum weekly wages:

Grade	Minimum weekly wage
	$
Level 1	
Upon commencement	756.00
After six months	803.80
Level 2	
Grade 1	846.10

Grade	Minimum weekly wage
	$
Grade 2	867.10
Grade 3	909.70
Grade 4	957.50
Level 3	
Grade 1	1003.10
Grade 2	1048.70
Grade 3	1168.20

13.5 Publicist—Grades 1 and 2

(a) Grades 1 and 2 perform straightforward public relation duties in all aspects.

(b) Assignments are of a limited scope and complexity and may comprise a minor phase of a broader or complex assignment. Assist more senior staff in carrying out complex technical/professional tasks.

(c) Work is specifically directed and closely supervised by higher level professional staff. Work is assigned and instructions may include details of methods and procedures to be followed.

(d) Entry level skills/qualifications

Persons at this level would have professional knowledge and skills gained through:

(i) completion of an appropriate course of study in communications, journalism, art, design, public relations or marketing or a journalist, press photography or artist cadetship; and/or

(ii) experience in publishing, public relations, design marketing or in the media industry.

13.6 Publicist—Grades 3 and 4

(a) Grades 3 and 4 perform normal professional work where assignments may be broad in scope and involve complex technical problems.

(b) This level includes experienced staff who have a good understanding of the profession.

(c) Persons at this level may exercise a high degree of independence in their professional role and exercise independent judgment and initiative.

(d) Persons at this level normally work individually on projects and would, within established guidelines, plan their schedule or work.

(e) May assign, coordinate and check work of subordinate staff required to work on a common project. May give limited professional guidance to others.

(f) Qualifications

(i) Persons at this level would have sound professional knowledge and demonstrated skills and experience in professional, communicative and administrative aspects of the work.

(ii) Progression through Grades 1, 2, 3 and 4 will be based upon the acquisition of skills and/or experience.

13.7 Publicist—Grade 5

(a) Persons at this level have considerable experience, exercise independent judgment, have a comprehensive knowledge of the relevant programs/activities and possess sound professional skills.

(b) A range of activities may be undertaken including:

(i) complex, novel or critical activities in an aspect of professional work where it is necessary to select and/or modify and adapt established principles, technologies, procedures and methods;

(ii) the sustained supervision and direction of a specific activity or program or small work unit involving normal professional work;

(iii) providing professional guidance to others;

(iv) providing a significant input into the policy formulation and execution of programs; and

(v) being responsible for formulating strategies for projects.

(c) Persons at this level may direct the activities of subordinate staff in a smaller work unit. They may assist a more senior professional in the direction of professional activities.

(d) Qualifications

Persons at this level would have sound theoretical knowledge, wide experience in the relevant professional activity and mature application of highly developed skills in professional activities.

13.8 Publicist—Grade 6

(a) Persons at this level have considerable experience in their professional field, exercise sound judgment, have a comprehensive knowledge of the relevant programs/activities and exercise originality and ingenuity in their work.

(b) Activities at this level may branch into either managerial or senior specialist areas of the profession or may be a combination of the two.

(c) Activities which may be undertaken at this level include:

(i) providing high level professional advice on policy issues;

(ii) assisting in formulating strategies and policy;

(iii) the provision of practical and economic solutions to highly complex professional problems in an aspect of professional work;

(iv) the professional, economic and administrative management of a professional work unit engaged in complex activities or programs requiring the allocation of significant human and/or material resources; and

(v) formulating training programs.

13.9 Publicist—Grade 7

(a) Persons at this level have extensive experience in their professional field and advanced professional knowledge and skills. They may be a specialist in the area with which their consultancy deals.

(b) In addition to performing from time to time functions of Grade 6, a Grade 7's activities may include:

(i) providing authoritative professional advice on major policy issues;

(ii) being responsible for formulating strategies;

(iii) assessing and identifying potential clients;

(iv) the coordination of professional activities engaged in strategic and complex programs; and

(v) providing a specialist consultancy service.

[13.10 varied by PR997935, PR509109, PR522940, PR536743 ppc 01Jul13]

13.10 Employees in the classifications in clauses 13.5 to 13.9 (publicists) must be paid the following minimum weekly wages:

Grade	Minimum weekly wage
	$
1	816.60
2	866.00
3	925.20
4	973.50
5	1089.50
6	1210.30
7	1331.00

14. Expenses

All employees will be reimbursed out-of-pocket expenses reasonably incurred in the employer's service and authorised by the employer.

15. Accident pay

[Varied by PR994429, PR503724]

[15.1 varied by PR994429; substituted by PR503724 ppc 01Jan11]

15.1 Subject to clause 15.2, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

(a) if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and

(b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

[15.2 substituted by PR503724 ppc 01Jan11]

15.2 The employee's entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

15.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

15.4 This clause ceases to operate on 31 December 2014.

16. Superannuation

[Varied by PR994429]

16.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

16.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

16.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 16.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 16.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or (b) was made.

16.4 Superannuation fund

[16.4 varied by PR994429 from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b) to one of the following superannuation funds or its successor:

(a) Media Super; or

(b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

Part 5—Hours of Work and Related Matters

17. Ordinary hours of work and rostering

17.1 Subject to clause 17.2, the ordinary hours of work will be an average of 38 per week to be worked from Monday to Friday inclusive on one of the following bases:

(a) by employees working 38 ordinary hours on each of the five days between Monday and Friday inclusive each week; or

(b) by employees working the following ordinary hours over 19 days in a 28 day work cycle:

- 40 ordinary hours in each of three weeks and 32 ordinary hours in one week; or

(c) by employees working the following ordinary hours over 10 days in a 14 day work cycle:

- 42 ordinary hours in one week and 34 ordinary hours in one week; or

(d) by employees working 38 hours on four days in each five day work cycle.

17.2 The method by which the 38 hour week provided for in clause 17.1 is to be worked will be determined in each employer's establishment by agreement between the employer and the majority of employees affected in the establishment.

17.3 If the employer and the majority of employees in that employer's establishment agree that the method of working the 38 hour week can be determined on a section by section or a unit by unit basis in that establishment, the employees in each section or unit and their employer will then agree upon the method of working the 38 hour week provided for in this subclause in that section or unit.

18. Breaks

Every employee employed on a full-time basis will be allowed at least one meal break every day of at least 30 minutes and no more than 60 minutes duration. The employer will be entitled to deduct the time spent on a meal break from the total time worked in accordance with clause 17.1.

19. Overtime and penalty rates

Where an employee is required to work overtime in any week, the employee will be entitled to time off for a period equivalent to the overtime worked to be taken at a time mutually agreed. Where such time off has not been taken by the end of the month following, the employee will be paid for such overtime at the rate of time and a half for the first eight overtime hours in any week and at the rate of double time for all overtime hours in excess of eight hours in any week.

20. Exemption from Part 5

Part 5 of this award will not apply to employees classified as Senior editors Level 3 Grade 3 or Publicists Grade 6 or 7. Such employees will, however, be entitled to receive at least two days off work each week.

Part 6—Leave and Public Holidays

21. Annual leave

Annual leave is provided for in the NES.

22. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

23. Public holidays

Public holidays are provided for in the NES.

24. Community service leave

Community service leave is provided for in the NES.

Schedule A—Transitional Provisions

[Varied by PR991586, PR503724]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after	
1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by PR503724 ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—2012 Part-day public holidays

[Sched B inserted by PR532630 ppc 23Nov12]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

B.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2012) or New Year's Eve (31 December 2012) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

(e) Excluding annualised salaried employees to whom clause B.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause B.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is an interim provision and subject to further review.