

AW824025

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

JOURNALISTS (SUBURBAN NEWSPAPERS) AWARD 2003

This award as varied to 28 July 2004 (variation PR950119) comprises pages:

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Note: This award rescinds the Journalists (Suburban Newspapers) Award 1991 [AW785609]

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00014 of 1998)

JOURNALISTS (SUBURBAN NEWSPAPERS) AWARD 1991
(ODN C No. 05146 of 1987)
[Print J8534 [AW785609]]

Journalists

Journalism

COMMISSIONER CARGILL

SYDNEY, 8 MAY 2003

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 8 May 2003 [PR931155], the above award is varied as follows:

By deleting all clauses and schedules and inserting the following:

PART 1 – APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be known as the Journalists (Suburban Newspapers) Award 2003.

2. ARRANGEMENT

This award is arranged as follows:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. Award Title
2. Arrangement
3. Definitions
4. Date of Operation and Term of Award
5. Scope and Parties Bound
6. Rescission of Previous Award

PART 2 - AWARD FLEXIBILITY

7. Enterprise Flexibility

PART 3 – COMMUNICATION AND DISPUTE RESOLUTION

8. Disputes Settling Procedure
9. Time Book

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

10. Classification of Members
11. Regular Part-Time Work
12. Casuals
13. Cadets
14. Termination of Services

PART 5 - WAGES AND RELATED MATTERS

15. Minimum Rates of Payment
16. Shift and Weekend Penalties
17. Allowances
18. Superannuation

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

19. Hours of Employment and Rosters of Ordinary Hours of Employment
20. Calculation of Time Worked
21. Overtime
22. VDT Breaks

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

23. Annual Leave
24. Parental Leave
25. Personal Leave

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

26. Travel by Air
27. Use of Office Vehicles

PART 9 - AWARD COMPLIANCE

28. Award for Reference
29. Alliance Notice-Boards

SCHEDULE A - RESPONDENTS SCHEDULE B - CLASSIFICATIONS

3. DEFINITIONS

Act means the *Workplace Relation Act 1996*.

Alliance means the Media, Entertainment and Arts Alliance.

Award means this award and every variation thereof.

Artist means a person who is substantially occupied in preparing for publication photographs, drawings, layouts, maps, plans, diagrams, decorations, lettering, borders, backgrounds or other similar embellishments and in preparing but not drawing illustrations. An artist does not mean a person solely employed in re-touching photographic plates.

Editor includes not only journalists who are engaged or regularly paid as such, i.e. Grade 7, but also those members of the Alliance who, for a period of one week or more, perform substantially the same duties as are ordinarily performed by persons so engaged or paid. This provision shall not apply when a member is on relieving duty and the editor is on sick, annual or compassionate leave and is receiving full pay.

Editor off the time book is a member who is paid the minimum rate of pay prescribed in subclause 15.1 of this award, for Grade 7 plus an amount being 15% of such minimum rate. An editor off the time book is exempted from the provisions of this award except in respect of subclause 15.1 and clauses 14, 17.1, 18, 23, 24, and 25.

Employer means an employer named in Schedule A to this Award.

Member means a member, or a person eligible to be a member, of the Alliance who is an employee of the employer and performing work within the scope of the award.

4. DATE OF OPERATION

This award shall take effect from the beginning of the first pay period commencing on or after 8 May 2003 and shall remain in force for a period of six months

5. SCOPE AND PARTIES BOUND

This award shall be binding upon the employers named in Schedule A and upon the Alliance and its officers and members in the Commonwealth of Australia in respect of all work to be done by members of the Alliance for the employer in the various engagements in the industry of journalism in its literary, artistic and photographic branches and in the gathering or writing or preparing news matters or news commentaries.

6. RESCISSION OF PREVIOUS AWARD

This award rescinds the *Journalists (Suburban Newspapers) Award 1991*, as varied, but no right, obligation or liability accrued or incurred under any such previous award will be affected.

PART 2 – AWARD FLEXIBILITY

7. ENTERPRISE FLEXIBILITY

(see ss.113A and 113B of the Act)

7.1 Where an employer or members wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

7.1.1 A consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

7.1.2 For the purpose of the consultative process, members may nominate the Alliance or another to represent them.

7.1.3 Where agreement is reached an application shall be made to the Commission.

PART 3 - DISPUTE RESOLUTION

8. DISPUTES SETTLING PROCEDURE

In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

8.1 The matter is to be discussed in the first instance between the member(s) and his or her supervisor.

8.2 If necessary, the matter is to be discussed by the member(s) concerned, the employer and, if requested by the member(s), an Alliance representative.

8.3 If the matter has not then been resolved the problem or complaint shall be referred to the employer and a duly accredited Alliance official, or other member representative.

8.4 If the matter remains unresolved, it shall be referred to the Commission.

9. TIME BOOK

9.1 Time books in an agreed form shall be made available in each office where members to whom this award applies are employed.

9.2. All members shall complete each day all entries in the time book. The employer shall be entitled to dispute any entry in the time book within 48 hours of the close of business (5.00 p.m.) on the day on which members are required to submit time sheets for the making up of pay. Any entry not disputed before that time shall be taken to be correct. A disputed entry may be dealt with in accordance with clause 8, *Dispute Settling Procedure*.

**PART 4 – EMPLOYER AND EMPLOEES’ DUTIES, EMPLOYMENT
RELATIONSHIP AND RELATED ARRANGEMENTS**

10. CLASSIFICATION OF EMPLOYEES

- 10.1** Classified employees or classified staff or employees of the classified staff for the purposes of this award, means employees classified as hereinafter mentioned, not for the purpose of controlling or regulating their qualifications or work or duties toward their employers, but only to fix the minimum rates of pay which they are to receive.
- 10.2** Employees, except those specified in **10.3**, shall be classified in two groups, namely journalists and press photographers, in accordance with the table which appears in Schedule B: Classifications.
- 10.3** The exceptions referred to in **10.2**: Editors off the time book, cadets and casuals.
- 10.4** The classification table in Schedule B shall be implemented in accordance with the following:

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

11. PART-TIME EMPLOYMENT

- 11.1** The employer may employ an employee as a part-time employee.
- 11.2** The following terms and conditions of employment shall apply to any employee employed as a part-time employee:
- 11.2.1** The employer is required to roster a part-time employee for a minimum of four consecutive hours on any day.
- 11.2.2** Subject to **11.2.1**, the ordinary hours of work and days on which such work is to be performed shall be specified in writing by the employer to the part-time employee before the part-time employee begins employment. Such agreed hours and days may be changed only by:
- (i) agreement (in writing) between the part-time employee and the employer; or
 - (ii) 7 days notice (in writing) between the part-time employee and the employer, provided that there is no diminution of the total agreed number of ordinary weekly hours of work.

- 11.3** The grade of each part-time employee, which shall be no less than Grade 2, shall be agreed in writing between the part-time employee and the employer before the employee commences employment.
- 11.4** The minimum weekly rate of pay for a part-time employee shall be the rate which is that proportion of the weekly rate for an employee of the same grade as the part-time employee which the ordinary weekly hours of work of that part-time employee bears to 38.
- 11.4.1** The weekly hours of part-time employees will be expressed as a percentage of 38 hours for the purposes of the classification table.
- 11.4.2** The percentages of employees on the same grade will be added together. Any accumulated percentage above 50% will count as 100%. Any percentage at or below 50% will be disregarded.
- 11.4.3** Where the proportions are affected by staff alterations, those proportions shall be restored within eight weeks.
- 11.5** Application of award provisions not referred to above for part-time employees:
- 11.5.1** For the purposes of this clause, pro-rata means in the case of each part-time employee, the percentage which the ordinary weekly hours of the employee bear to 38.
- 11.5.2** Annual leave entitlements shall accrue for part-time employees in the same manner as for full-time employees. Payment for any period of, or entitlement to, annual leave for part-time employees shall be calculated pro-rata for the period of leave or entitlement.
- 11.5.3** Sick leave shall accrue for part-time employees in the same manner as for full-time employees and payment for absences shall be in respect of the hours each week that would have been worked by the employee concerned had that employee been working.
- 11.5.4** All other provisions of the award applicable to full-time employees which are capable of having application to part-time employees shall apply to part-time employees provided that, where such provisions specify the payment to be made to an employee, which is calculated on the basis of, or by reference to, weekly hours of work of a full-time employee, the payment shall be made pro-rata to the part-time employee.

12. CASUALS

- 12.1** A casual means an employee who is engaged as such. A casual may be employed:
- 12.1.1** for a minimum engagement of half a day;
- 12.1.2** for a day;

- 12.1.3** by the hour, for an engagement in excess of four hours, when an employee seeks such casual employment or in cases where work is offered for a limited duration of up to 3 months on a special project.
- 12.2** The minimum rate of payment for casual work shall be:
 - 12.2.1** 12-1/2 per cent of the Grade 3 or 5 award rate of pay, as appropriate, for a half-day engagement of three and three-quarter hours;
 - 12.2.2** 20 per cent of the Grade 3 or 5 award rate of, as appropriate, for a full-day engagement of seven and a half hours;
 - 12.2.3** an hourly rate determined by dividing the appropriate rate of pay for the employee's by 38;
 - 12.2.4** In each case the amount of the payment so calculated shall be increased by 15% in compensation for the fact that no payment will be made to casuals for annual leave, annual leave loading, sick leave and for non-payment for public holidays not worked.
 - 12.2.5** classification of a casual employee shall be determined by the employer.
- 12.3** Subject to **12.1.3**, if a casual is engaged for a half-day engagement and the casual works for more than three and three quarter hours and less then seven and one half hours, the casual shall be paid for the full day.
- 12.4** Time worked in excess of seven and one-half hours on any day shall be paid for as follows:
 - 12.4.1** for the first three hours at the rate of time and one-half;
 - 12.4.2** thereafter at the rate of double time.

13. CADETS

- 13.1** The minimum weekly rates of payment to cadets shall be the following percentage of the rates prescribed for a grade 2 member:

Year of cadetship	Percentage
First year	60%
Second year	70%
Third year	80%

- 13.2** Provided that amounts up to 5 cents will be disregarded, amounts 5 cents and over will count as 10 cents.

- 13.3** Subject to the provisions of this subclause, the period of cadetship shall be as follows:
- 13.3.1** For a cadet other than a graduate of an approved tertiary course, the period of cadetship shall not exceed three years, provided that cadet training requirements are met.
- 13.3.2** For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship shall not exceed one year during which the cadet shall be paid at the percentage for a final year cadet.
- 13.3.3** A cadet who, after twelve months or more employment, completes an approved tertiary course, shall be advanced to final year of cadetship.
- 13.3.4** Provided that periods of training in journalism, press photography or editorial art on any newspaper or magazine shall be taken into account in determining the year of cadetship.
- 13.4** A cadet shall be fully and thoroughly taught and instructed in the profession of journalism provided that:
- 13.4.1** Cadets shall be instructed progressively throughout their cadetship in practical journalism as it operates within the office in which for the time being the cadet is employed and a responsible person shall supervise that training.
- 13.4.2** An employer shall arrange for journalists and others to give a series of suitable lectures to cadets.
- 13.5** Subject to the proviso hereunder:
- 13.5.1** A cadet shall not be entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in short hand has been attained. If a cadet attains a minimum standard of 60 words per minute in shorthand in the second year of employment, the period beyond twelve months taken to achieve the said minimum shall correspondingly reduce the second year of cadetship.
- 13.5.2** A cadet shall not be entitled to be classified and paid as a third year cadet until a minimum standard of 80 words per minute in shorthand has been attained. If a cadet attains a minimum standard of 80 words per minute in shorthand in the third year of employment, the period beyond 24 months taken to achieve the said minimum shall correspondingly reduce the third year of cadetship.

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

13.5.4 A graduate cadet who has been classified as a grade 1 member shall not be entitled to be classified as a grade 2 member until a standard of 120 words per minute in shorthand writing has been attained.

Provided that an employer in a particular case may waive the attainment of such standards as a condition of promotion to the next higher year of cadetship or to the graded staff as the case may be.

13.6 Tuition in shorthand shall be arranged by the employer either within or outside the office and each cadet shall be rostered by the employer to attend shorthand training each week. Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of the cadet shall regularly monitor the progress being made by each cadet, and particularly whether or not the cadet's record of attendance at classes is satisfactory. Where a cadet assigned to offices outside the city in which he or she commences his or her cadetship, the employer is only obliged to roster the cadet for shorthand training where possible.

13.7 A cadet shall be permitted by the employer to absent himself or herself during ordinary working hours for periods not exceeding a total of four hours in any week to attend shorthand and typewriting classes, lectures, classes or examinations which apply to any specialised branch of journalism approved by the employer, and in addition for periods not exceeding a total of six hours in any week to attend at an Australian university for a course in journalism or other approved course. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by the employer.

13.8 A cadet in press photography shall be permitted by the employer to absent himself or herself during ordinary working hours for periods not exceeding a total of ten hours in any week to attend a diploma or similar course, in a State where such a course is available, approved by the Employer and to which the cadet gains entry. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by the employer.

13.9 All lecture and other fees for the studies prescribed should be made available by the Employer provided that the cadet's conduct and progress are satisfactory. Provided that the employer is not required to either reimburse or pay for any amounts owed by a cadet under the Higher Education Contribution Scheme.

14. TERMINATION OF SERVICES

14.1 After 26 weeks of employment during which period one week’s notice shall suffice, the employment of a member, other than a casual, shall not, except as provided in subclause **14.2**, be terminated by either party unless the following periods of notice of such termination shall have been given or in the case of termination by an employer payment made in lieu thereof:

Editor	eight weeks
Grades 7, 6 & 5	six weeks
Grades 4 & 3	four weeks
Grades 2 & 1	two weeks
Cadets	two weeks

Provided that the employer must give a member at least the notice prescribed in section 170CM of the *Workplace Relations Act 1996*.

14.2 The period of notice in **14.1** does not apply in the case of dismissal for conduct that justifies instant dismissal such as, refusal of duty, disobedience of instructions or orders or misconduct.

PART 5 – WAGES AND RELATED MATTERS

15. MINIMUM WEEKLY RATES OF PAY

[15.1 varied by PR938360; substituted by PR950119 ppc 19Sep04]

15.1 The minimum weekly award rate of payment for a member except where otherwise provided in this award shall be:

Grade	Rate per week
1	\$ 621.80
2	\$ 642.60
3	\$ 684.40
4	\$ 726.10
5	\$ 786.70
6	\$ 826.40
7	\$ 909.80

[15.2 substituted by PR938360; PR950119 ppc 19Sep04]

15.2 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2004* decision [PR002004]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by members whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

15.3 Visual display terminal

15.3.1 The minimum weekly award rate of pay prescribed in **14.1**, include an allowance of 6 per cent for an employee being required to use a visual display terminal in the creation or editing of editorial material in production.

15.3.2 **Visual display terminal** includes any portable visual display terminal.

15.4 Relativities

Rates of pay for the above grades have been set at the percentages listed below of the classification C10 in the Metal, Engineering and Associated Industries Award 1998 (\$417.20 per week):

Grade	Relativity Percentage
1	115%
2	120%
3	130%
4	140%
5	155%
6	165%
7	185%

16. SHIFT AND WEEKEND PENALTIES

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

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

- 16.3** The additional rates provided for in 15.1 and 15.2 are not cumulative and where any shift attracts both penalties the higher percentage only shall be paid.
- 16.4** A member who is rostered to perform and performs ordinary duty where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday shall be paid an additional 10% of his base salary for the shift.
- 16.5** The respective additional payments prescribed in this subclause shall not exceed the amount based on the minimum weekly rate of pay for a Grade 3 member prescribed in clause **14.1**.

17. ALLOWANCES

- 17.1** All members shall be reimbursed reasonable out-of-pocket expenses.
- 17.2** If a member’s duty compels him or her to take more than one meal a day away from home, any meal or meals in excess of one meal a day shall (unless otherwise paid for or reimbursed by the employer) be paid for by the employer at the rate of \$11.00 for each such meal. For the purpose of this sub-clause, ‘meal’ shall mean breakfast, lunch or dinner. An employer may require a member to provide evidence that the member has taken and paid for such a meal.
- 17.3** For the purposes of this clause, normal meal break hours are:

Breakfast:	6 am to 8 am
Lunch:	noon to 2 pm
Dinner:	6 pm to 8 pm

- 17.4** A member shall be entitled to the payment of one meal allowance in any one day if the member works throughout two of the specified meal break periods in that day, or two meal allowances if working throughout three of the specified meal break periods.
- 17.5** If a member is not permanently engaged on a shift which attracts the penalty provided for in clause **16.2** and is engaged to such an hour that his/her ordinary means of transport is not available, he/she shall be allowed the expenses necessary for him/her to be conveyed to his/her home.

17.6 Spectacles allowances

[17.6 substituted by PR938360; PR950119 ppc 26Jul04]

- 17.5.1** Where the ophthalmologist prescribes spectacles or lens change specifically for visual display terminal operation, the employer will pay the cost of the lens and up to \$92.10 on the cost of the frames.
- 17.4.2** Where the member receives a health fund or other benefit towards the cost of spectacles, the employer will pay the difference between the cost of the spectacles and the benefit, with a maximum of \$92.10 on the frames.

18. SUPERANNUATION

18.1 For the purposes of this clause:

Fund means either the JUST SUPER or a fund nominated by the employer which meets the requirements of the Australian Taxation Office as to occupational superannuation funds.

Ordinary time earnings mean the award rate of pay for the member's grade plus any over-award payment received by the member.

18.2 The employer shall:

18.2.1 in respect of each member employed on either a permanent full-time or part-time basis pay contributions into a fund at the rate prescribed by the Superannuation Guarantee Legislation.

18.2.2 in respect of each member employed by it on a casual basis pay contributions into a fund at the rate prescribed by the Superannuation Guarantee Legislation.

18.3 Such contributions shall be paid at monthly intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund.

18.4 The employer shall not be obliged to pay contributions in respect of:

18.4.1 members during any period when they are absent without pay from their employment;

18.4.2 members employed on a casual basis:

(a) until such a member has worked shifts equivalent to twenty full days work within 13 weeks, when contributions shall be made in respect of work performed thereafter;

(b) in respect of any week during which the member did not work shifts equivalent to one full day's work.

18.5.1 Each member shall notify the employer to which fund the contributions to be made under the award are to be paid.

18.5.2 The employer shall inform a member on commencement of employment of his or her right to receive superannuation contributions and shall require a member, as a condition of employment to make the notification of fund set out in **18.5.1**.

PART 6 – HOURS OF WORK

19 HOURS OF EMPLOYMENT

- 19.1.1** In this clause, ‘day’ means a period of 24 hours unless stated otherwise.
- 19.1.2** Ordinary hours of duty shall be a minimum of four hours and a maximum of eleven hours per day. In circumstances where a member works a four day week, the span may be changed to a maximum of 12 hours by agreement with the member.
- 19.1.3** Ordinary hours of duty shall be an average of 38 hours per week to be worked on one of the following bases (provided that the requirements of clause 19.3 are met):
- (a) by members working 38 ordinary hours on five days per week; or
 - (b) by members working the following ordinary hours over 19 days in a 20 day work cycle;

40 ordinary hours in each of three weeks and 32 ordinary hours in one week in the 20 day work cycle; or
 - (c) by members working the following ordinary hours over nine days in a ten day work cycle:

42 ordinary hours in one week and 34 ordinary hours in one week in the ten day work cycle; or
 - (d) by members working 38 hours on four days in each five day work cycle.
- 19.1.4** The arrangement for working the average of 38 hours per week at each workplace (or section of the workplace) shall be agreed between the employer and the majority of employees affected, provided that the requirements of **19.1.2**, **19.1.3** and **19.3** are met.
- 19.1.5** An employer and an individual member may agree on an arrangement for working the average of 38 hours per week which differs from the arrangement for working the average of 38 hours per week for the majority of members, provided that sub-clauses **19.1.2**, **19.1.3** and **19.3** are met.
- 19.1.6** In the fortnights in which Christmas Day, Good Friday and any special day proclaimed by either the Australian or a State government (in the State in which the members concerned work) occurs, the ordinary hours of duty shall be reduced by eight hours.

- 19.2** All classified members and cadets shall be given two clear days off in each week. The ordinary working week shall consist of five shifts.
- 19.3** Notice of any day or consecutive days off duty shall be given to a classified member or a cadet before he/she finishes work on the preceding day. When a member is not given his/her weekly days off duty, as provided for in this clause, he/she shall be paid at the rate of double time for all work done on any such day with a minimum payment for four hours.
- 19.4** For the purpose of this clause a clear day off shall be a period of 24 consecutive hours. The following conditions shall apply:
- 19.4.1** When a member is given one clear day off, that clear day shall commence at the expiration of eleven hours from the time the member actually ceased duty.
- 19.4.2** When a member is given two clear days off duty, those consecutive days shall commence at the expiration of eight hours from the time the member actually ceased duty.

20. CALCULATION OF TIME WORKED

- 20.1** Working time shall count continuously from the time of entering upon duty until the time of signing off at the completion of work for the day. When, however, one hour is permitted off for a meal and in fact one hour is taken off for such meal, the employer shall be entitled to deduct one hour from the total time. If the time permitted for a meal is less than one hour no time shall be deducted. Not more than one hour shall be deducted in any day.
- 20.2 Entering upon duty** means:
- 20.2.1** arrival at the office for the first time in the day for the purpose of performing duty; or
- 20.2.2** beginning to perform the first engagement;
- whichever is the earlier, a reasonable time being allowed in the latter case to cover the period required to reach the engagement from home.

21. OVERTIME

- 21.1** Any amount paid to a member in excess of the minimum award rate of pay for the member's grade shall not be regarded as a set-off against overtime worked.
- 21.2** The hourly rate for overtime purposes shall be calculated by dividing the minimum weekly award rate of pay for the member's grade by 38.

- 21.3** All overtime payments due to a member shall be made within eighteen days of the end of the week or fortnight, as the case may be, in which the overtime was worked.
- 21.4** “Daily overtime” represents all time worked outside a member's rostered hours of duty, except for time worked on a rostered day off.
- 21.5** Daily overtime shall be compensated for in the following manner:
- 21.5.1** Up to and including the first hour of overtime shall either be given off as time in lieu at the rate of time and a half within the following fortnight or paid for at the rate of time and a half at the discretion of the employer.
- 21.5.2** Overtime in excess of one hour shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- 21.5.3** A member may, by mutual agreement with his or her employer, opt to take time off in lieu at the rate of single time within the next twelve months. Such agreement shall be recorded in writing.
- 21.6** Any time allowed off duty in lieu of overtime shall be deemed to be ordinary rostered hours for the day or days on which the time off in lieu is taken.
- 21.7** When a member is not given the days off duty as provided for in **18.4** of this award, the member shall be paid at the rate of double time for all work done on any such day or days with a minimum payment of four hours.
- 21.8** “Insufficient break” represents all time worked before the expiration of ten hours from completion of duty on one day and the resumption of duty and shall be compensated as follows:
- 21.8.1** If the break is less than eight hours, overtime shall be paid at the rate of double time for all work done before the expiration of ten hours break.
- 21.8.2** If the break is eight hours or more, overtime shall be paid at the rate of time and a half for all work done before the expiration of the ten hour break.
- 21.8.3** Time worked during any period of insufficient break shall not be included in the calculation of weekly hours.
- 21.9** In no circumstances shall overtime involved in any of the foregoing subclauses be compensated for more than once.
- 21.10** The provisions of this subclause shall apply where the employment of a member who is owed overtime terminates.
- 21.10.1** Where the employment of a member is terminated as provided for in the award or by agreement between the member and his or her employer, the member shall be either paid for the overtime owed at the award rate for overtime or, if practical and agreed between the member and his or her employer, the overtime shall be allowed off as time in lieu as provided for in the award.

22. VDT Breaks

No member shall be required to work on a visual display terminal for more than two hours straight without a break.

- 22.1** Where a member on any shift works on a visual display terminal for two hours straight, the member shall be entitled to a ten minute break in respect of each such two hour period.
- 22.2** Such VDT break shall be counted as time worked.
- 22.3** Members qualifying for VDT breaks under this sub-clause will normally be entitled to two such breaks. However, on extended shifts or parts of shifts, a member may be entitled to more than two such VDT breaks.
- 22.4** In an emergency, the employer may require a member to work on a VDT for a maximum of two hours and thirty minutes straight.
- 22.5** The VDT break shall be taken during a shift or part of a shift. The VDT break shall not be taken at the end of a shift or at the end of a half shift.

PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

23. ANNUAL LEAVE

- 23.1** Subject to the provisions hereinafter contained, in every 52 weeks of employment and after 46 weeks from the annual date of appointment to the staff, all members shall become entitled to six weeks annual leave on full pay irrespective of sick leave.
 - 23.1.1** Subject to **23.1.2**, annual leave of six weeks shall be given and taken:
 - (a)** in one consecutive period of six weeks; or
 - (b)** if the employer so desires in two periods, one of four consecutive weeks, the other of two consecutive weeks; or
 - (c)** if a member so requests, and the employer agrees, in any number of periods totalling six weeks.
 - 23.2** Payments for periods of leave given and taken shall be made in advance.
 - 23.3** The annual leave prescribed in **23.1** shall be allowed and shall be taken and payment shall not be made or accepted in lieu thereof.
 - 23.4** If the employer and the member so agree, the holiday leave may be taken in advance before the member has become entitled to it.

- 23.5** When the annual leave has been taken before the right to it has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the period of employment in respect of which the annual leave has been so taken.
- 23.6** The annual leave shall be given by the employer and shall be taken by the member either before the expiration of six months from the date upon which the right to such annual leave has accrued or at such other time as may be agreed between the member and the employer.
- 23.7** When a member works after 6.00 p.m. on the day immediately preceding that on which his/her annual leave is fixed to begin, he/she shall receive an extra day's annual leave.
- 23.8** If a member other than a casual leaves his/her employment whether of his/her own accord or because he/she is dismissed before completion of 46 weeks of employment he/she shall be entitled to payment for proportionate leave at the rate of 6 weeks annual leave for 46 weeks employment, provided that where before the completion of such 46 weeks of employment a member of the classified staff or a cadet who is entitled to proportionate leave under this subclause has taken one or more public holidays as provided in **23.1**, the amount of proportionate leave to which that member or cadet is entitled to under this subclause shall be reduced by one day for each public holiday so taken.
- 23.9** Members shall be notified of the date of their leave at least one calendar month prior to the date of the leave. Where leave is cancelled by the employer, the employer shall recompense the member for any reasonable liability which such cancellation may have caused the member to incur.
- 23.10** Should Christmas Day or Good Friday or a special national holiday proclaimed by the Commonwealth government fall during a member's holiday the member shall be allowed an extra day's holiday or be paid double rates for one day.
- 23.11 Annual leave loading**
- 23.11.1** A member, other than a casual, shall be paid an annual leave loading of 17.5% calculated on the rates of payment prescribed in **15** for the full period of annual leave to which an employee became entitled under clause **23.1**.
- 23.11.2** The loading shall not apply to proportionate leave on termination of employment as provided in 23.8, except where a member is dismissed otherwise than in accordance with **14.1** of this award.

24. PARENTAL LEAVE

Subject to the terms of this clause, members are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- (a) employed by an employer on a regular and systemic basis for several periods of employment or on a regular and systemic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause continuous service is work for an employer on a regular and systemic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

24.1 Definitions

24.1.1 For the purpose of this clause child means a child of the member under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the member for the purposes of adoption, other than a child or step-child of the member or of the spouse of the member or a child who has lived continuously with the member for a period of six months or more.

24.2 Basic entitlement

24.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

24.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

24.3 Maternity leave

24.3.1 A member will provide to the employer at least 10 weeks in advance of the expected date of commencement of parental leave:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
- (c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

24.3.2 Subject to **24.2.1** and unless agreed otherwise between the employer and member, a member may commence parental six weeks immediately prior to the expected date of the birth.

24.3.3 Where a member continues to work within the six week period immediately prior to the expected date of birth, or where the member elects to return to work within six weeks after the birth of the child, an employer may require the member to provide a medical certificate stating that she is fit to work on her normal duties.

24.3.4 Where the pregnancy of a member terminates after 27 weeks and the member has not commenced maternity leave, the member may take unpaid special maternity leave, of such period as a registered medical practitioner certifies as necessary, except that where a member is suffering from an illness not related to the direct consequences of the birth, a member may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

24.3.5 Where leave is granted under **24.3.4**, during the period of leave a member may return to work at any time, as agreed between the employer and the member provided that time does not exceed four weeks from the recommencement date desired by the member.

24.4 Paternity leave

A member will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

24.4.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

24.4.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and

24.4.3 a statutory declaration stating:

- (a) he will take that period of paternity leave to become the primary care-giver of a child;
- (b) particulars of maternity leave sought or taken by his spouse; and
- (c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

24.5 Adoption leave

24.5.1 The member will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A member may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the member, the adoption of a child takes place earlier.

24.5.2 Before commencing adoption leave, a member will provide the employer with a statutory declaration stating:

- (a) the member is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the member's spouse; and
- (c) that for the period of adoption leave the member will not engage in any conduct inconsistent with their contract of employment.

24.5.3 An employer may require a member to provide confirmation from the appropriate government authority of the placement.

24.5.4 Where the placement of a child for adoption with a member does not proceed or continue, the member will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the member's return to work.

24.6 Variation of period of parental leave

Unless agreed otherwise between the employer and member, a member may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

24.7 Parental leave and other entitlements

A member may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

24.8 Transfer to a safe job

24.8.1 Where a member is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the member make it inadvisable for the member to continue at her present job, the member will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

24.8.2 If the transfer to a safe job is not practicable, the member may elect, or the employer may require the member to commence parental leave.

24.9 Returning to work after a period of parental leave

24.9.1 A member will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

24.9.2 A member will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a member transferred to a safe job pursuant to **24.8**, the member will be entitled to return to the position they held immediately before such transfer.

24.9.3 Where such position no longer exists but there are other positions available which the member is qualified for and is capable of performing, the member will be entitled to a position as nearly comparable in status and pay to that of their former position.

24.10 Replacement employees

24.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of a member proceeding on parental leave.

24.10.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the member who is being replaced.

25. PERSONAL LEAVE

25.1 Amount of paid personal leave

25.1.1 Paid personal leave is available to a member when he or she is absent due:

- * to personal illness or injury (sick leave); or
- * for the purposes of caring for an immediate family or household member who is sick and requires the member's care and support (carer's leave); or
- * because of bereavement on the death of an immediate family or household member (bereavement leave).

25.1.2 The amount of personal leave to which a member is entitled to depends on how long he or she has worked for the employer and is as follows:

Length of time worked for the employer	Personal leave
Less than 13 weeks	7 days on full pay
13 weeks to 5 years	22 days on full pay, 20 days on half pay, 20 days on quarter pay, per year
After 5 years	32 days on full pay 20 days on half pay 20 days on quarter pay, per year

25.2 Immediate family or household

25.2.1 The entitlement to carer’s leave or bereavement leave is subject to the person in respect of whom the leave is taken being either:

- (a) a member of the member’s immediate family; or
- (b) a member of the member’s household.

25.2.2 The term “immediate family” includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the member. A de facto spouse means a person of the opposite sex to the member who lives with the member as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the member or spouse of the member.

25.3 Sick leave

25.3.1 Definition

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

25.3.2 Entitlement

A member is entitled to sick leave from personal leave up to the amount specified in the scale set out below. The amount of sick leave a member is entitled depends on how long he or she has worked for the employer and is as follows:

Length of time worked for the employer	Paid sick leave
Less than 13 weeks	5 days
13 weeks to 5 years	20 days on full pay, 20 days on half pay, 20 days on quarter pay, per year
After 5 years	30 days on full pay 20 days on half pay 20 days on quarter pay, per year

25.3.3 The right to sick leave shall be subject to the employer being satisfied that the member's absence is due to sickness or incapacity. The employer shall be entitled to require the production of a medical certificate and/or to have a member claiming the benefits of this clause examined by a medical practitioner nominated by the employer at the employer's expense. A member who refuses to be examined by the medical practitioner shall not be entitled to the benefits of this clause.

25.3.4 Sickness or incapacity arising from misbehaviour, wilful contribution or lack of reasonable care, shall not entitle a member to the benefits of this clause.

25.3.5 If, in any particular case, an employer is required by law to make any payment or compensation to a member who is ill, then, to the extent of the payment of compensation actually made, the provisions in this clause or any substituted shall abate.

25.3.6 An employer shall not be obliged to make payment to a member in any 12 months of employment, dating from the date of his or her original engagement, in respect of a period longer than that specified in **25.3** whether the member is absent on one or more occasions.

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

25.4 Bereavement leave

A member is entitled to use two days personal leave, as bereavement leave in accordance with the following provisions. Subject to prompt notice being given to the employer and proof of death being provided, a member shall be entitled to a maximum of two days leave on the death of a spouse, child, stepchild, father, mother, brother, sister, grandparent, mother-in-law, father-in-law.

25.5 Carer's leave

25.5.1 Paid leave entitlement

A member is entitled to use up to five days personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the member being responsible for the care and support of the person concerned. In normal circumstances a member is not entitled to take carer's leave where another person has taken leave to care for the same person.

25.5.2 Notice required

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

25.5.3 Evidence supporting claim

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

25.5.4 Unpaid leave

A member may take unpaid carer's leave by agreement with the employer.

26. TRAVEL BY AIR

26.1 The employer shall not require a member to undertake an assignment if it necessitates travelling by air, and the member has reasonable objection to air travel.

26.2 All air travel shall be made by a regular passenger-carrying service, unless the member agrees to any other air service.

26.3 The employer shall insure the member against injury or death by accident arising from any travel by air other than by a regular passenger-carrying service. The member shall be insured for an amount of not less than \$250,000 in the event of death. The employer shall pay the proceeds of the policy to the member in the event of injury and to the legal personal representative of the member in the event of death.

27. USE OF OFFICE VEHICLES

A member shall not be called upon to drive an office-owned vehicle on any assignment unless he/she is made exempt by the employer from financial liabilities coverable by ordinary insurance during the whole period he/she is in charge of the vehicle.

PART 9 - AWARD COMPLIANCE

28. AWARD FOR REFERENCE

A copy of this award with any variation thereof shall be supplied by the Alliance to the employer and shall be placed in a convenient position in the reporters room in each office for reference. The association shall be responsible for supplying and replacing copies of this award.

29. ALLIANCE NOTICE BOARD

A branch committee of the Alliance shall be permitted to erect a notice board in each office of the employer where members perform work in a place approved by the employer, and to place on the board notices of meetings and association bulletins, provided however, that the employer shall have the right to remove from such notice boards any notice or bulletin which the employer considers contains objectionable material.

SCHEDULE A – RESPONDENTS

Quest Community Newspapers, a division of Nationwide News Pty Ltd

SCHEDULE B - CLASSIFICATIONS

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

Thereafter.

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

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