

JOURNALISTS (AUSTRALIAN ASSOCIATED PRESS) AGREEMENT 2011

JOURNALISTS (AUSTRALIAN ASSOCIATED PRESS)
ENTERPRISE AGREEMENT 2011

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1 TITLE

This Agreement will be known as the Journalists (Australian Associated Press) Enterprise Agreement 2011.

2 ARRANGEMENT

This Agreement is arranged as follows

3 DEFINITIONS

‘Act’ means Fair Work Act 2009 (Cth).

‘Agreement’ means the Journalists (Australian Associated Press) Enterprise Agreement 2011.

‘Alliance’ means the Media, Entertainment & Arts Alliance.

‘AAP’ means the Australian Associated Press Pty Ltd.

‘Award’ means the Journalists Published Media Award 2010 as varied.

‘Cadet’ means an Employee who is constantly or regularly in training for journalism, press photography or editorial art and who has not become classified as a graded Employee.

‘Casual’ means an Employee who is engaged by the hour, but on each occasion for at least 3.75 hours.

‘CPI’ means the average percentage increase in the All Groups Consumer Price Index for the capital cities in six states as published by the Australian Bureau of Statistics.

‘Distant Engagement’ means an assignment requiring an Employee to spend one or more nights away from the location where they are regularly employed (the place of origin) and on which they have at least six hours rest each night.

‘Employee’ means an Employee of Australian Associated Press Pty Ltd covered by this Agreement.

‘Employee’s Basic Earnings’ means the minimum weekly rate prescribed for the Employee in this Agreement as at the preceding 1 June (or, in the case of an Employee who commences after 1 June, such rate as if the Employee had been employed at 1 June) plus superannuation contributions required under the Superannuation Guarantee Charges legislation.

‘FWA’ means Fair Work Australia.

‘Minimum weekly rate of pay prescribed by the Agreement’ means the weekly rate of pay prescribed by Clause 15 – Minimum Rates of Payment and where the Employee is paid an allowance under Clause 21 – Shift Penalties (or any clause varying or replacing that clause or its subclauses), the amount of such allowance at the relevant date.

‘Night work’ means employment the greater part of which is after 8pm and before 5am with an Employee so employed on three or more nights in any week or an Employee beginning duty at 4pm or later on three or more days in any week being regarded as a night worker for that week.

‘Overnight work’ means employment beginning between 11pm and 2am.

‘Ordinary hours of duty’, unless otherwise provided, means an average of 38 hours per week, except for distant engagements.

'Part-time employee' is a worker who works less than full-time ordinary hours, has reasonably predictable hours of work, and is entitled to employment entitlements associated with permanent employment, such as sick leave and annual leave, on a pro rata basis.

'Primarily overnight work' means employment more often than not beginning between 11pm and 2am.

- 3.1 'Shift worker' means an Employee regularly rostered to work shifts that are continuously rostered 24 hours a day for 7 days a week and who regularly works on a Sunday or public holiday.

4 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement commences on and from the date of lodgement as an Enterprise Agreement and the nominal expiry date is 30 June 2014.

5 PARTIES BOUND

- 5.1 This Agreement is binding upon Australian Associated Press Pty Ltd, employees employed to perform work done by journalists, photographers and graphic arts Employees ("Employees") and The Media, Entertainment & Arts Alliance, its officers and employees of the Alliance.

- 5.2 Exemptions from this Agreement

This Agreement does not apply to persons employed in any of the undermentioned 19 positions:

- 5.2.1 Deputy Editor (1)
- 5.2.2 News Editor (2)
- 5.2.3 Bureau Chief, Brisbane (1)
- 5.2.4 Bureau Chief, Melbourne (1)
- 5.2.5 Bureau Chief, Canberra (1)
- 5.2.6 Bureau Chief, Sydney (1)
- 5.2.7 Bureau Chief, Perth (1)
- 5.2.8 Bureau Chief, Adelaide (1)
- 5.2.9 Deputy Bureau Chief, Canberra (1)
- 5.2.10 Finance Editor (1)
- 5.2.11 Deputy Finance Editor (1)
- 5.2.12 Sports Editor (1)
- 5.2.13 Deputy Sports Editor (1)
- 5.2.14 Premium Content Editor (1)
- 5.2.15 Multimedia Editor (1)
- 5.2.16 Picture Editor (1)
- 5.2.17 Broadcast Editor (1)

5.2.18 Racing Editor (1)

- 5.3 The following clauses of the Agreement do not apply to a Employee who is classified in Grade 9 or Grade 10: Clause 18 - Hours of Employment, Clause 19 - Roster of Ordinary Hours of Employment, Clause 20 - Timebooks, Clause 21 - Shift Penalties and Clause 22 - Overtime; provided that each Employee who is classified in Grade 9 or Grade 10 will be given at least two clear days off duty in each week in accordance with the provisions of Clause 18.4 and will be entitled to have the days on which they perform work determined in accordance with the provisions of Clause 18.2.

6 RELATIONSHIP OF AGREEMENT WITH OTHER INDUSTRIAL INSTRUMENTS

- 6.1 This Agreement rescinds and replaces the Journalists (Australian Associated Press) Certified Agreement 2007 and prevails over the Award as amended. Clause 34.4 also applies in this respect.
- 6.2 Unless otherwise stated, the terms and conditions of this Agreement absorb and are specifically off-set against, any existing or newly introduced minimum payments and standards, and minimum employee benefits, under the Award, the Act or succeeding legislation, to the extent permitted by law.

7 DISPUTE SETTLING PROCEDURE

- 7.1 If a dispute relates to:
- 7.1.1 a matter arising under the Agreement; or
 - 7.1.2 the National Employment Standards.
- 7.2 This clause sets out procedures to settle the dispute.
- 7.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 7.4 In the first instance, AAP and the Employee who is party to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 7.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- 7.6 FWA may deal with the dispute in 2 stages:
- 7.6.1 FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 7.6.2 if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - 7.6.3 arbitrate the dispute; and
 - 7.6.4 make a determination that is binding on the parties.
- 7.7 *Note* If FWA arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 7.8 An appeal may be made against the decision made by FWA.
- 7.9 While the parties are trying to resolve the dispute using the procedures in this term:
- 7.9.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

- 7.9.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 7.9.3 the work is not safe; or
 - 7.9.4 applicable occupational health and safety legislation would not permit the work to be performed; or
 - 7.9.5 the work is not appropriate for the employee to perform; or
 - 7.9.6 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7.10 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.

8 CLASSIFICATION OF EMPLOYEES

8.1 All Employees subject to this Agreement, other than casuals or cadets, will be classified in eleven grades in three bands as defined in Clause 8.2. A copy of the report on the grading relativity will be provided to the Alliance each July. The separate proportions of the respective grades of members and the bands into which each grade shall be allocated shall be:

8.1.1 Band 3:

Not less than 5% in Grades 10, 9, and 8.

8.1.2 Band 2:

Not less than 5% in Grade 7.

Not less than 10% in Grade 6.

Not less than 15% in Grade 5.

8.1.3 Band 1:

Not less than 35% in Grades 4 and 3.

Not less than 15% in Grade 2 and 2B.

Not more than 15% in Grade 1.

8.1.4 Any excess in any grade may be used to make up the percentage described for any lower grade.

8.2 The definitions for each of the three bands referred to in Clause 8.1 are:

8.2.1 Band 1 - Grades 1, 2, 2B, 3 and 4

Journalists classified in band one have completed the training requirements of a cadetship or its equivalent and are gaining experience in a wide range of practical areas and/or undertaking additional training. They normally perform journalistic duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgement and/or the exercise of more advanced skills. Beginning as a grade one journalist they require decreasing supervision and exercise greater professional judgement and skills up to the level of Grade 4.

8.2.2 Band 2 – Grades 5, 6 and 7

Journalists classified in band two have obtained wide practical experience and are exercising

advanced skills. They are capable of working independently and of exercising initiative and judgement on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

8.2.3 Band 3 – Grades 8, 9 and 10

Journalists classified in band three exercise the highest level of skills and responsibility. Their duties require the exercising of sustained high levels of professional, technical and creative skills, of mature and experienced judgement and outstanding levels of individual accomplishment.

8.3 Classification in a grade and the definitions in Clause 8.2 of bands in this clause are indicators of skills only and for the purpose only of fixing the minimum Agreement rates of payment to which Employees will be entitled and will not be applied to restrict the range of work that may be required of an Employee.

8.4 Employees who are classified as Grade 1, Grade 2 and Grade 2B will progress by one grade each 12 months on the anniversary of their employment or of their last upgrade, whichever is most recent, provided that they are not subject to performance counselling at the time.

8.5 There will be an annual grading review which will take place in March each year.

8.5.1 Employees requesting an upgrade must notify the Editor in Chief in the preceding January/February. This review shall not preclude the Editor in Chief from reviewing any employee's grade at any time at their own initiative. Determining an employee's grade remains at the Editor in Chief's discretion.

8.5.2 An employee may refer to a performance appraisal or any other information when seeking an upgrade.

8.5.3 The employee will receive feedback on their performance to date, expectations of their role for the following review period and where applicable, feedback on their upgrade application.

9 PART-TIME EMPLOYMENT

9.1 AAP may employ an Employee as a part-time employee.

9.2 The following terms and conditions of employment apply to part-time Employees:

9.2.1 Part-time Employees will be rostered to work for a minimum of four consecutive hours on any day.

9.2.2 The ordinary hours of work and days on which part-time Employees will be rostered to work will be specified in writing by AAP to the part-time Employee before employment begins.

9.2.3 The agreed hours and days of work for part-time Employees may be changed only by:

9.2.3(a) agreement in writing between the part-time Employee and AAP; or

9.2.3(b) seven days' notice in writing being given by AAP to the part-time Employee, provided that there is no diminution of the total agreed number of ordinary weekly hours of work.

9.3 The rate of pay of each part-time Employee, which will be no less than the rate of pay for Grade 2, will be agreed in writing between the part-time Employee and AAP before the employment begins.

9.4 The minimum weekly rate of pay for a part-time Employee will 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 the part-time Employee bears to 38.

- 9.5 The weekly hours of part-time Employees will be expressed as a percentage of 38 hours.
- 9.6 Every part-time Employee will be allocated a grade.
- 9.7 Application of other Agreement provisions for part-time Employees:
- 9.7.1 For the purpose of this clause, pro rata means, in the case of each part-time Employee, the percentage which their ordinary weekly hours of work bears to 38.
- 9.8 The provision of part-time employment is not to prejudice the rights of the parties in respect of the employment of casual Employees and is not to be applied so as to prejudice the employment of full-time Employees.

10 CASUALS

- 10.1 The minimum rates of payment for casual work except as otherwise provided, will be the following percentages of the Grade 3 rate as prescribed in Clause 15 – Minimum Rates of Payment:
- 10.1.1 20% for a day of seven and half hours.
- 10.1.2 12.5% for a half day of three and three quarter hours.
- 10.1.3 A casual who performs duty on a day of seven and half hours or on a half day of three and three quarter hours any part of which falls between the times of 6am and 7am or between the hours of 6pm and 8.30pm will be paid an additional amount, namely 2% of the Grade 3 rate in the case of a day of seven and a half hours and 1% of the Grade 3 rate in the case of a half day of three and three quarter hours.
- 10.1.4 A casual who performs duty on a day of seven and a half hours or on a half day of three and three quarter hours any part of which falls between the hours of 8.30pm and 6am will be paid an additional amount, namely 3.5% of the Grade 3 rate in the case of a day of seven and a half hours and 1.75% of the Grade 3 rate in the case of a half day of three and three quarter hours.
- 10.1.5 The additional amounts provided in Clause 10.1.3 and Clause 10.1.4 of this subclause are not cumulative and where any casual work attracts both amounts the greater amount only will be paid.
- 10.1.6 A casual who performs duty on a day of seven and a half hours or on a half day of three and three quarter hours the greater part of which falls between the hours of midnight Friday and midnight Sunday will be paid an additional amount namely 1.5% of the Grade 3 rate in the case of a day of seven and a half hours and 0.75% of the Grade 3 rate in the case of a half day of three and three quarter hours.
- 10.1.7 A casual who is instructed by AAP to perform and performs work on Good Friday or Christmas Day will be paid double time for that shift. The penalty rates provided in clause 10.1.3, 10.1.4 and 10.1.6 of this agreement shall not apply to such a shift.
- 10.1.8 In calculating a payment under this subclause amounts up to and including five cents will be disregarded and amounts over five cents will count as ten cents.
- 10.2 Calculation of time worked will be in accordance with Clause 18.8.
- 10.3 If the time worked exceeds three and three quarter hours and is less than seven and half, a full day's pay will be paid. If the time worked is in excess of seven and a half hours in any one day such excess time will be paid for as follows:
- 10.3.1 For the first two hours at the rate of time and a half;
- 10.3.2 After the first two hours at the rate of double time.

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- 10.4 A casual will not be paid otherwise than by the day or half day.
- 10.5 A person employed as a casual under this clause will be entitled to be paid a casual loading equal to 20 per cent of the applicable daily or half daily rate in place of annual leave, personal leave (including sick leave, carer's leave and compassionate leave) and redundancy payments.
- 10.5.1 The loading in this Clause 10.5 will not be taken into account in the calculation of penalties, overtime or any other penalty rates or allowances.

11 CADETS

- 11.1 The minimum weekly rates of payment to cadets will be at least the following percentage of the rates prescribed for a Grade 1 Employee:

Year of cadetship	Percentage
First year	75%
Second year	85%
Third year	95%

- 11.1.1 Provided that amounts up to and including five cents will be disregarded; amounts over five cents will count at least as ten cents.
- 11.2 The Higher School Certificate or its equivalent year 12 qualification normally will be the minimum entry requirement for a cadetship. AAP will have the right to appoint to cadetship a person without such qualification.
- 11.3 Subject to the provisions of this subclause, the period of cadetship will be as follows:
- 11.3.1 For a cadet other than a graduate of an approved tertiary course, the period of cadetship will not exceed three years, provided that cadet training requirements are met.
- 11.3.2 For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship will not exceed one year during which the cadet will be paid at the percentage for a third year cadet.
- 11.3.3 A cadet who, after twelve months or more employment, completes an approved tertiary course, will be advanced to third year of cadetship.
- 11.3.4 Provided that periods of training in journalism with employers in the industry of journalism other than AAP will be taken into account by AAP in determining the year of cadetship.
- 11.4 A cadet will be fully and thoroughly taught and instructed in the profession of journalism provided that:
- 11.4.1 Cadets will 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 will supervise that training.
- 11.4.2 The Editor-in-Chief will arrange for journalists and others to give a series of suitable lectures to cadets.
- 11.4.3 A cadet will learn shorthand and typing skills and will be examined from time to time to determine the progress being made.
- 11.4.4 Subject to the proviso hereunder:

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- 11.4.4(a) A cadet will not be entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in shorthand. 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 will correspondingly reduce the second year of cadetship.
- 11.4.4(b) A cadet will 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 will correspondingly reduce the third year of cadetship.
- 11.4.4(c) A cadet will not be entitled to be classified and paid as a graded journalist until a minimum standard of 120 words per minute in shorthand has been attained.
- 11.4.4(d) A graduate cadet who has been classified as a Grade 1 employee will not be entitled to be classified as a Grade 2 employee until a standard of 120 words per minute in shorthand writing has been attained.
- 11.4.4(e) Provided that AAP in a particular case may waive the attainment of such standards as a condition of promotion to the next higher year of cadetship or to the graded staff as the case may be.
- 11.4.5 Tuition in shorthand will be arranged by AAP either within or outside the office and each cadet will be rostered by AAP to attend shorthand training each week.
 - 11.4.5(a) Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of the cadet will regularly monitor the progress being made by each cadet, and particularly whether or not the cadet's record of attendance at classes is satisfactory.
 - 11.4.5(b) Where a cadet is assigned to offices outside the city in which he or she commences his or her cadetship, AAP is only obliged to roster the cadet for shorthand training where possible.
- 11.5 Cadets will be permitted by AAP to absent themselves during ordinary working hours for periods not exceeding a total of four hours in any week to attend shorthand and typing classes, lectures, classes or examinations which apply to any specialised branch of journalism approved by AAP, and/or in subjects prescribed for the course of a diploma in journalism granted by an Australian university or other approved course.
 - 11.5.1 A cadet who is advanced to the classified staff will 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 AAP.
 - 11.5.2 All lecture and other fees and the requisite books for the studies prescribed will be made available by AAP provided that reports of the cadet's conduct and progress are satisfactory.
- 11.6 Cadets cannot be stationed outside the city in which they commence their cadetship with AAP except to assist a classified Employee stationed outside that city.
 - 11.6.1 Except with the consent of the cadet, a cadet will not be employed away from such city for more than twelve months if they are a cadet in their final year of cadetship nor for more than six months in the case of any other cadet.
 - 11.6.2 When a cadet is so appointed to assist a classified Employee, they will be paid a reasonable living allowance, if such appointment necessitates them living away from home.

12 TERMINATION OF EMPLOYMENT

12.1 Subject to this clause, employment will not be terminated by either AAP or the Employee except by notice of the following periods:

12.1.1 In the first 26 weeks of service, 1 week;

After 26 weeks of service:	Weeks
Grade 10, 9, 8, 7, 6 and 5 employees with ten years or more continuous service to AAP	16
Grade 10, 9, 8, 7, 6 and 5 employees after 12 months but with less than ten years continuous service to AAP	12
Grade 10, 9, 8, 7, 6 and 5 employees after 26 weeks but with less than 12 months continuous service to AAP	8
Grade 3 and 4 employees	8
Grade 1 and 2 employees	4
Cadets	2

12.1.2 Provided that AAP must give an Employee at least the notice prescribed in Section 117 of the Act.

12.2 If AAP terminates the employment of an Employee otherwise than by notice as prescribed above and where a period of notice is applicable, AAP will pay to the Employee an amount equal to their salary for the appropriate number of weeks notice of termination not given, subject to the provisions of Clause 12.4.

12.3 An Employee who terminates their employment other than in accordance the notice period in Clause 12.1, where a period of notice is applicable, will forfeit any salary which may be due to them for that period of notice.

12.4 The periods of notice in this clause do not apply in the case of:

12.4.1 Dismissal for conduct that justifies instant dismissal, including refusal of duty, wilful and serious neglect of duty, disobedience of instructions or orders or misconduct; or

12.4.2 Casual Employees; or

12.4.3 Employees engaged for a specified period of time or for a specific task or tasks.

12.5 Overtime payments and termination

12.5.1 The provisions of this clause will apply where the employment of an Employee who is owed overtime terminates.

12.5.2 Where employment is terminated as provided for in this Agreement or by agreement between the Employee and AAP, the Employee will be either paid for the overtime owed at the Agreement rate for overtime or, if practical and agreed between the Employee and AAP, the overtime will be allowed off as time in lieu as provided for in this Agreement.

12.5.3 Where employment is terminated by the Employee otherwise than as provided in Clause 12.1, overtime owed at the date of termination will be dealt with as follows:

- 12.5.3(a) The money value of the overtime owed will be calculated at the Agreement rate of pay for overtime (the amount so calculated being referred to as the 'overtime payment due' for the purpose of this subclause).
- 12.5.3(b) An amount (to be known as the 'gross notice shortfall') will be calculated by multiplying the weekly salary of the Employee at the date of termination by the number of weeks, and if appropriate part-weeks, notice of termination which the Employee was required by this Agreement to give but failed to give.
- 12.5.3(c) The amount of the gross notice shortfall will be reduced by the amount of any salary, which the Employee has forfeited under sub Clause 12.3 with the balance being referred to for the purposes of this subclause as the 'net notice shortfall'.
- 12.5.3(d) Where the net notice shortfall is equal to or exceeds the overtime payment due, no payment will be made to the Employee for overtime owed.
- 12.5.3(e) Where the net notice shortfall is less than the overtime payment due, the Employee will be paid the difference.

13 CONSULTATION

- 13.1 In this clause, *relevant employees* means the employees who may be affected by the major change.
- 13.2 This term applies if:
 - 13.2.1 AAP has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 13.2.2 the change is likely to have a significant effect on Employees.
- 13.3 AAP will notify the relevant employees of the decision to introduce the major change.
- 13.4 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 13.5 If:
 - 13.5.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 13.5.2 the employee or employees advise AAP of the identity of the representative;
 - 13.5.3 AAP will recognise the representative.
- 13.6 As soon as practicable after making its decision, AAP will:
 - 13.6.1 discuss with the relevant employees:
 - 13.6.2 the introduction of the change; and
 - 13.6.3 the effect the change is likely to have on the relevant employees; and
 - 13.6.4 measures AAP is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 13.6.5 for the purposes of the discussion — provide, in writing, to the relevant employees:
 - 13.6.6 all relevant information about the change including the nature of the change proposed; and
 - 13.6.7 information about the expected effects of the change on the employees; and

- 13.6.8 any other matters likely to affect the employees.
- 13.7 However, AAP is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.8 AAP will give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 13.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - 13.9.1 the termination of the employment of employees; or
 - 13.9.2 major change to the composition, operation or size of the AAP's workforce or to the skills required of employees; or
 - 13.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 13.9.4 the alteration of hours of work; or
 - 13.9.5 the need to retrain employees; or
 - 13.9.6 the need to relocate employees to another workplace; or
 - 13.9.7 the restructuring of jobs.

14 FLEXIBILITY

- 14.1 AAP and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 14.1.1 the Agreement deals with 1 or more of the following matters:
 - 14.1.2 arrangements about when work is performed;
 - 14.1.3 overtime rates;
 - 14.1.4 penalty rates;
 - 14.1.5 allowances;
 - 14.1.6 leave loading; and
 - 14.1.7 the arrangement meets the genuine needs of AAP and the Employee in relation to 1 or more of the matters mentioned in paragraph 14.1.1; and
 - 14.1.8 the arrangement is genuinely agreed to by AAP and the Employee.
- 14.2 AAP will ensure that the terms of the individual flexibility arrangement:
 - 14.2.1 are about permitted matters under section 172 of the Act; and
 - 14.2.2 are not unlawful terms under section 194 of the Act; and
 - 14.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 14.3 AAP will ensure that the individual flexibility arrangement:

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- 14.3.1 is in writing; and
- 14.3.2 includes the name of AAP and the Employee; and
- 14.3.3 is signed by AAP and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 14.3.4 includes details of:
 - 14.3.5 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 14.3.6 how the arrangement will vary the effect of the terms; and
 - 14.3.7 how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 14.3.8 states the day on which the arrangement commences.
- 14.4 AAP will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14.5 AAP or the Employee may terminate the individual flexibility arrangement:
 - 14.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.5.2 if AAP and the Employee agree in writing — at any time.

15 MINIMUM RATES OF PAYMENT

- 15.1 Minimum weekly rates of payment will be as follows:

Increase	3.5%	3.5%	3%
Grade	30-Jun- 2011	30-Jun-2012	30 Jun-2013
1	\$959	\$993	\$1023
2	\$1,085	\$1,123	\$1,156
2B	\$1,167	\$1,208	\$1,245
3	\$1,252	\$1,296	\$1,335
4	\$1,336	\$1,383	\$1,424
5	\$1,417	\$1,467	\$1,511
6	\$1,543	\$1,597	\$1,645
7	\$1,667	\$1,726	\$1,778
8	\$1,729	\$1,790	\$1,844
9	\$2,002	\$2,072	\$2,134
10	\$2,293	\$2,373	\$2,444
Cadets			
1	\$721	\$747	\$769
2	\$817	\$845	\$871
3	\$912	\$944	\$972

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- 15.2 Where an Employee is being paid amounts above the minimum weekly Agreement rate, the Employee's actual weekly salary will be increased by the amount of the increase to the relevant minimum weekly Agreement rate for the Employee's grade in accordance with the minimum weekly rates of payment above.
- 15.3 AAP may pay the wages and expenses of Employees by cheque or by bank transfer/electronic transfer.
- 15.4 Wages may be paid either weekly or fortnightly in arrears at AAP's option.

16 ALLOWANCES

- 16.1 An Employee will be reimbursed reasonable out-of-pocket expenses when paid by the Employee. Wherever practicable, such expenses should be approved in advance.
- 16.2 Employees not permanently employed on night work who are engaged until such an hour that the ordinary means of transport to their homes is not available will be allowed the necessary expense of transport home.
- 16.3 Overtime meal allowance
 - 16.3.1 If Employees' duties compel them to take more than one meal a day away from home, any meal or meals in excess of one a day will (unless otherwise paid for or reimbursed by AAP) be paid for by AAP.
 - 16.3.2 Employees are entitled to the payment of one meal allowance under this clause in any one day only if they work through two of the specified meal break hours in that day.
 - 16.3.3 Employees are entitled to two meal allowances under this clause if they work through the three specified meal break hours in that day.
 - 16.3.4 For the purpose of this clause:
 - 16.3.4(a) 'day' means the period of 24 hours calculated from the time the Employee enters upon duty.
 - 16.3.4(b) 'meal' means breakfast, lunch or dinner;
 - 16.3.4(c) the normal meal break hours in a 38-hour 5-day week are:

Breakfast	6am to 8am
Lunch	Noon to 2pm
Dinner	6pm to 8pm
- 16.3.5 From 1 July 2011, the meal allowance provided for in this clause is \$18.31
- 16.3.6 The meal allowance in this clause will increase annually from 31 December each year in accordance with the annual increase in the take-away and fast foods component of CPI (measured from September to September).
- 16.3.7 AAP may require Employees to provide evidence that they have taken and paid for any meal for which the Employee claims a meal allowance under this Agreement.

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16.4 Clothing allowances

- 16.4.1 An Employee engaged on work requiring attendance in evening wear will be provided with reasonable transport facilities.
- 16.4.2 An Employee regularly employed on work requiring attendance in evening wear or in special attire will be paid an allowance as provided in 16.4.3 and 16.4.4.
- 16.4.3 From 1 July 2011, the 'evening wear' allowance provided for in this clause is \$420
- 16.4.4 The evening wear allowance will increase annually from 31 December each year in accordance with the annual increase in the women's outwear component of CPI (measured from September to September).
- 16.4.5 Employees will be reasonably compensated for damage to their clothing and personal effects arising out of, and in the course of, their employment.

16.5 Optical allowance

- 16.5.1 Where an ophthalmologist or optometrist prescribes spectacles, or a lens change, specifically for visual display terminal operation, AAP will pay the cost of the lens and part of the cost of frame, less any health fund benefit or other benefit that would have been available to the Employee.
- 16.5.2 From 1 July 2011, the spectacle allowance amount for frames provided for in this clause is \$118.26
- 16.5.3 The spectacle allowance will increase annually from 31 December each year in accordance with the annual increase in the optical services component of CPI (measured from September to September).

16.6 Transport allowance

- 16.6.1 AAP will make a per kilometre payment as a reimbursement to Employees who, with the approval of AAP, use their motor vehicles in the course of performing their duties.
- 16.6.2 AAP may require an Employee to provide evidence that the vehicle was used for the purpose for which the Employee claims a vehicle allowance under this clause.
- 16.6.3 The reimbursement expense provided for in this clause will be based on the Australian Taxation Office (ATO) mileage rate for a medium-sized vehicle, currently \$0.74. Payment will be subject to an employee submitting an approved mileage claim form.
- 16.6.4 The per kilometre rate in this clause will be reviewed and adjusted to reflect any change in the published ATO rates for a medium-sized vehicle.

16.7 Shift variation allowance

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

16.8 Transfer allowance

- 16.8.1 The provisions of this subclause will apply to Employees who are required by AAP to permanently perform their duties in a different city or State to the one in which they were last regularly located.

- 16.8.2 AAP will reimburse the following costs associated with the transfer:
- 16.8.2(a) First class train fares or economy class air fares for the Employee and their family, or if the Employee travels by car they will be paid a mileage allowance.
 - 16.8.2(b) The transfer and storage of the Employee's furniture and effects. The Employee will obtain at least two quotations for such transfer and storage and AAP will be obliged to reimburse the lower amount.
- 16.8.3 An Employee who resigns or is dismissed for misconduct after being transferred is not entitled to be paid or reimbursed any costs associated with the Employee and his or her spouse and family returning to the previous place of living.
- 16.8.4 An Employee temporarily transferred will be entitled to reimbursement for all reasonable travel and accommodation expenses.

17 SUPERANNUATION

- 17.1 On a monthly basis, AAP will pay superannuation contributions for Employees at the prevailing rate to avoid the imposition of a levy under the Superannuation Guarantee (Administration) Act 1992.
- 17.2 In accordance with the Superannuation Guarantee (Administration) Act 1992 each Employee will notify AAP to which complying superannuation fund contributions to be made under this clause are to be paid. Payment of such contributions will commence after AAP receives such notification in writing or the day on which AAP is advised in writing by the trustee of the Employee's admittance to membership of the fund.
- 17.3 Salary sacrifice to superannuation
- 17.3.1 AAP and an Employee may agree that the Employee will forgo part of the Employee's future entitlements to wages, penalties, allowances or other payments in return for AAP making additional employer contributions to the complying superannuation fund set out in 17.2 above, on the terms set out in this clause.
 - 17.3.2 An agreement to salary sacrifice under this clause will be on the following terms:
 - 17.3.2(a) AAP's obligation to pay wages, penalties, allowances or other payments to an Employee will be reduced by the amount of the additional employer superannuation contributions made in respect of the Employee plus any associated administrative costs as determined by AAP.
 - 17.3.2(b) The agreement for AAP to make additional employer-funded superannuation contributions may be on such terms as AAP from time to time determines, and is subject to AAP having the payroll/administrative capacity to administer these arrangements. The arrangement may be terminated at any time by AAP or the Employee giving four weeks' written notice to the other.
 - 17.3.2(c) The Employee must complete a salary sacrifice application form provided by AAP. AAP must approve the application before any of the Employee's salary is adjusted for additional employer contributions.
 - 17.3.2(d) Unless otherwise agreed between AAP and the Employee, the Employee may vary the salary sacrifice arrangement only once in each 12 month period on giving a minimum of 4 weeks' notice of such variation in accordance with AAP's policy and procedures.
 - 17.3.2(e) AAP will not use any additional employer contributions to satisfy its obligations under clause 17.1. The additional employer contributions will not affect the

Employee's salary for any other purpose or calculation. All other entitlements and benefits will be calculated with reference to the pre-salary sacrifice salary.

17.3.2(f) AAP will only make additional employer contributions into the same fund as it is making contributions to under clause 17.2.

17.3.2(g) AAP will advise Employees of any additional terms on which it will agree to arrangements under this clause.

18 HOURS OF EMPLOYMENT

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

18.2 Ordinary hours of duty for full-time Employees will average of 38 per week, excluding meal breaks, to be worked on one of the following bases:

18.2.1 Five-day week - 38 ordinary hours on five days per week; or

18.2.2 19-day month - 40 ordinary hours in each of three weeks and 32 ordinary hours in one week in the 20-day work cycle; or

18.2.3 Nine-day fortnight - 42 ordinary hours in one week and 34 ordinary hours in one week in the ten-day work cycle; or

18.2.4 Four-day week - 38 ordinary hours on four days in each five-day work cycle.

18.3 Provided that the method by which the 38 hour week provided for in this clause is to be worked will be determined on a section by section or a unit by unit basis in each of AAP's offices by agreement between AAP and the majority of Employees affected in the section or unit.

18.3.1 An Employee whose duties are independent of those of Employees in a section can be a unit for the purpose of this clause and so can agree to work in any of the ways provided here because it is necessary or desirable for the performance of the Employee's duties.

Notation: This means that an Employee with independent duties in a section in which the Employee is asked to work or wishes to work in ways different from those already established in the section would only be expected to do so if the Employee and AAP agreed the variation was necessary or desirable for the performance of the Employee's duties.

This would also apply to any new Employee appointed to such a position within a section and to any Employee assigned to a newly created independent position.

Under the terms, AAP would not ask a sub-editor of the Broadcast Desk, for instance, to vary from the established working patterns of that office if the sub-editor performed exactly the same duties as other sub-editors on the desk.

18.3.2 For the purposes of the implementation of a 38 hour week, Employees and AAP will determine which are the sections or units within AAP's enterprise.

18.4 The ordinary weekly hours of duty specified in this clause will be worked so that each Employee will be given a minimum of two days off duty each week.

18.5 When the 38 hour week is implemented other than as a five-day week, the number of days off duty which will be increased as necessary to give effect to the applicable work cycle.

18.5.1 In respect of a day off duty, AAP may depart from posted rosters in case of an emergency or a shortage of staff through sickness or other cause which cannot be reasonably foreseen. In the case of such a departure, AAP will give the Employee affected as much notice of such

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departure as possible and will, within the same or the next succeeding week, grant to such Employee days off duty in lieu of those days off duty cancelled.

- 18.5.2 In respect of a day off duty, referred to in Clause 16.4, the Employees of a section or a unit may agree with AAP to accrue up to a maximum of three such days off.
- 18.5.3 Where, under Clause 16.5.1, an Employee is given one day or more off duty, the day or days off duty will commence from the time the Employee actually ceased duty.
- 18.6 Where agreement is reached between AAP and an Employee on the method of implementing the 38 hour week in accordance with 18.2.2, 18.2.3 or 18.2.4 such agreement must be recorded in writing, signed and dated.
- 18.7 An Employee on night work will not be compelled to work more than five hours without a reasonable break of at least 20 minutes.
- 18.7.1 Where an Employee is permitted a break of one hour off duty for a meal, AAP will be entitled to deduct one hour from the total time worked.
- 18.7.2 Unless prior approval is given by management the break will not be taken as the last hour of the rostered shift.
- 18.7.3 If the break permitted in this sub-clause is less than one hour, no time will be deducted.
- 18.7.4 Not more than one hour will be deducted in any one day.
- 18.8 An Employee's hours of duty will count continuously from the time of entering upon duty until the time of ceasing duty, except as provided in Clause 24 - Distant Engagements.
- 18.8.1 Entering upon duty means:
- 18.8.1(a) arrival at the office for the first time in the day to begin duty; or
- 18.8.1(b) beginning of the first engagement, provided that a reasonable time will be allowed to cover the period required to reach the engagement from home or from the temporary place of residence or accommodation, should an Employee be temporarily assigned to duty away from the city in which they are regularly employed.
- 18.9 Except in an emergency, where the maximum time of operation will be two and half hours, no Employee will be required to operate a visual display terminal for more than two hours straight without a break. At the end of two hours, an Employee will be entitled to a ten minute paid break from operating a VDT. This subclause is to be applied in accordance with the following:
- 18.9.1 AAP may require an Employee to be engaged on non-VDT work during the break provided for in this subclause.
- 18.9.2 The break will fall during a shift or part of a shift. The VDT break will not be taken at the end of a shift (that is, a ten-minute 'early cut') nor at the end of a meal break (that is, an extra ten minutes added to the meal break).
- 18.9.3 AAP and an Employee may agree to have different arrangements for VDT breaks, provided that the limit of two and a half hours set out in clause 18.9 is adhered to.

19 ROSTER OF ORDINARY HOURS OF EMPLOYMENT

- 19.1 Each Employee will be notified of days off duty by the posting of rosters at least 3 weeks before the beginning of the work cycle in which such days off duty are to be granted.

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

20 TIMEBOOKS

- 20.1 Time books in the form agreed upon will be made available by AAP in each office in places convenient for Employees to make the required entries.
- 20.2 All Employees, except while on distant engagements as provided in Clause 24, will complete each day all entries in the time book. If an entry in the time book is not disputed within 24 hours, it will be taken to be correct.
- 20.3 Employees in offices other than head office will furnish AAP with the record of time and overtime entered for the week. Unless the record is furnished at the close of the week it need not be recognised.
- 20.4 This clause will not apply to an Employee who is classified as Grade 9 or Grade 10.

21 SHIFT PENALTIES

- 21.1 Employees instructed by AAP to perform and performing ordinary duty on a shift any part of which falls between the times of 6am and 7am or is instructed by AAP to perform and performs ordinary duty on a shift that concludes between the hours of 6pm and 8.30pm will be paid an additional ten per cent of their salary for that shift.
- 21.2 Employees instructed by AAP to perform and performing ordinary duty on a shift any part of which falls between the hours of 8.30pm and 6am will be paid an additional 17.5% of their salary for that shift.
- 21.3 Employees instructed by AAP to perform and performing ordinary duty on a shift which commences between the times of 11pm and 2am will be paid an additional 32% of their salary for that shift.
- 21.4 The additional rates provided in this clause are not cumulative and where any shift attracts more than one penalty, the highest percentage only will be paid.
- 21.5 Employees rostered to perform and performing ordinary duty on a shift where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday will be paid an additional ten per cent of their salary for that shift.
- 21.6 For the purpose of this clause salary will mean the minimum weekly rate of pay for the Employee's grade prescribed by this Agreement, provided that the respective additional payments prescribed in this subclause will not exceed the amount based on the salary of a Grade 8 Employee.

22 OVERTIME

- 22.1 Any amount paid to an Employee in excess of the minimum rate of pay for the Employee's grade under this Agreement will not be regarded as a set-off against overtime worked, except as provided for in Clause 6.2.
- 22.2 The hourly rate for overtime purposes will be calculated by dividing the minimum Agreement rate of pay for the Employee's grade by 38.

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- 22.3 Daily overtime represents all time worked outside an Employee's rostered hours of duty, except for time worked on a rostered day off.
- 22.4 Daily overtime will be compensated for in the following manner:
- 22.4.1 Up to and including the first hour of daily overtime will either be given off as time in lieu at the rate of time and a half within the following fortnight, except as provided in Clause 22.4.3, or paid for at the rate of time and a half at the discretion of AAP.
- 22.4.2 Overtime in excess of one hour will be paid for at the rate of time and a half for the first hour and double time thereafter.
- 22.4.3 An Employee may, by mutual agreement with AAP, opt to take time off in lieu at the rate of single time within the next twelve months. Such agreement will be recorded in writing.
- 22.4.4 Any time allowed off duty in lieu of overtime will be deemed to be ordinary rostered hours for the day or days on which the time off in lieu is taken.
- 22.5 When an Employee is not given the days off duty as provided for in Clause 18.4, the Employee will 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. When such time is paid for, it will not be included in the weekly hours.
- 22.6 Notwithstanding the above, overtime on a distant engagement will be governed by Clause 24 - Distant Engagements.

23 INSUFFICIENT BREAK

- 23.1 Insufficient break represents all time worked before the expiration of twelve hours from completion of the duty on one day and the resumption of duty - except during distant engagements - and will be compensated as follows:
- 23.1.1 If the break is less than eight hours, overtime will be paid at the rate of double time for all work done before the expiration of the 12-hour break.
- 23.1.2 If the break is eight hours or more, overtime will be paid at the rate of time and a half for all work done before the expiration of the 12-hour break.
- 23.2 Time worked during any period of insufficient break will not be included in the calculation of weekly hours.
- 23.3 In no circumstances will the provision of overtime as set out in any of the foregoing clauses be compensated for more than once.

24 DISTANT ENGAGEMENTS

- 24.1 Employees who in the course of employment stay overnight in Australia, away from the city in which they are employed, or who are on a temporary overseas assignment, will be provided with or compensated for their accommodation and breakfast.
- 24.2 AAP will provide a non-accountable daily allowance of \$55 for domestic assignments of two nights or less.
- 24.3 For domestic assignments of more than two nights, AAP will provide cash advances of at least \$55 per day and will also pay the cost of laundry. The advances will be reconciled with receipts at the end of the assignment.
- 24.4 For overseas assignments, AAP will provide cash advances to meet actual estimated expenditure, including laundry, based on the destinations involved. The advances will be reconciled with receipts at the end of the assignment.

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- 24.5 The difference between cash advances and receipts for reasonable expenses provided for in this clause will be paid by the Employee, in the case of an overpayment, or by AAP, in the case of an underpayment, within 14 days of the reconciliation of accounts.
- 24.6 If an Employee is called upon to resume duty within twelve hours of completion of a distant engagement, overtime will be paid at the rate of time and a half for all work done before the expiration of the twelve hour break.
- 24.7 Time worked during any period of insufficient break will not be included in the calculation of weekly hours.
- 24.8 Employees who have been on a distant engagement will complete, within 24 hours of return to their office for duty, daily entries in the time book in accordance with their distant engagement docket, which will be filed on their return. The docket will be in the form agreed upon.
- 24.9 Commencement and ceasing times for distant engagements
- 24.9.1 Except as provided in Clause 24.9.2, a distant engagement begins from the time of departure on the assignment from the place of origin.
- 24.9.2 Where Employees are required to commence a distant engagement on a day on which they have commenced work but before they have completed eight hours duty, the distant engagement will commence eight hours after the Employee commenced duty on that day and the Employee will be treated as having worked eight hours on that day in addition to any time worked that day on the distant engagement.
- 24.9.3 A distant engagement ends at whichever is the later of the time the Employee returns to the place of origin or, if the Employee performs work in connection with the distant engagement on the day the Employee returns to the place of origin, at the time the Employee ceases work on that day.
- 24.9.4 If an Employee is required to resume work within 12 hours of completion of a distant engagement, the Employee will be paid overtime in accordance with Clause 23 – Insufficient Break.
- 24.10 Calculation of ordinary hours of work, overtime and shift penalty payments and treatment of days off on a distant engagement
- 24.10.1 For the purpose of this subclause day means a period of 24 hours. The calculation of days for a distant engagement will commence from the time the distant engagement commences, with each day comprising successive periods of 24 hours.
- 24.10.2 Time spent working on any day and time spent travelling on any day, where travel is by a means approved by AAP, will be hours of duty on that day for the purpose of this subclause. Each Employee will be treated as working a minimum of nine hours on any day.
- 24.10.3 Except as provided in Clause 24.10.4, overtime will only occur where the hours of duty of an Employee exceed 38 in seven consecutive days.
- 24.10.4 Work performed without any travel for more than eleven hours (irrespective of any meal break) on any day will be overtime.
- 24.10.5 No time will be counted as overtime more than once.
- 24.10.6 All overtime worked on a distant engagement will be either allowed as time off in lieu (at the rate of hour for hour and will be given off in blocks of four hours), or paid at the rate of time and one half for the first eight hours and double time thereafter as determined by AAP.

- 24.10.7 An Employee on a distant engagement will be paid additional loadings in respect of the following hours of duty:
- 24.10.7(a) For ordinary hours of duty between the hours of 6am and 7am or between the hours of 6pm and 8.30pm, a loading of 10% of salary for the ordinary hours of duty on that day.
 - 24.10.7(b) For ordinary hours of duty between the hours of 8.30pm and 6am, a loading of 17.5% of salary for the ordinary hours of duty on that day.
 - 24.10.7(c) The respective additional loadings prescribed in this subclause will not exceed the amount based on the rate for a Grade 8 Employee.
 - 24.10.7(d) For the purpose of this subclause, ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of 24.10.3.
 - 24.10.7(e) The additional rates provided in this subclause are not cumulative and, where any hours of duty attract both penalties, the higher penalty only will be paid.
 - 24.10.7(f) No penalty will be paid for any hours which are overtime.
- 24.10.8 When Employees on distant engagements are not given weekly days off duty to which they are entitled under Clause 18.4, they will be given them within 14 days of the cessation of the distant engagement, in addition to the days off to which they are entitled in that 14 day period with the days off to be continuous where the Employee has been on a distant engagement for a week or more without being given any days off as provided for in Clause 18.4.

25 ANNUAL LEAVE

- 25.1 Subject to the provisions in this clause, for every 45 weeks of employment, excluding any periods of authorised paid or unpaid leave other than to the extent required by law, Employees accrue seven weeks annual leave on full pay irrespective of sick leave, pro rated for part time Employees. Due to operational requirements Employees may be required to work public holidays and shift work and they are compensated for this requirement through their annual leave entitlement. For the avoidance of doubt this means that the aforementioned 7 weeks leave is inclusive of any entitlement under the Act to annual leave and public holidays.
- 25.2 Employees must provide AAP with reasonable notice of their intention to take annual leave. Annual leave must be taken at a time agreed by AAP.
- 25.3 If the Employee and AAP so agree, the annual leave or any separate periods thereof may be taken wholly or partly in advance before the Employee has become entitled to annual leave.
- 25.4 Payment for periods of leave given and taken will be made in advance unless otherwise agreed with the Employee.
- 25.5 Employees who leave employment whether of their own accord or because they are dismissed will be entitled to payment for proportionate leave at the rate of seven weeks annual leave for 45 weeks of employment.
- 25.6 Annual leave loading
- 25.6.1 Employees' Basic Earnings have been increased under the 2007 Agreement to incorporate annual leave loading as follows:
 - 25.6.1(a) Employees, other than those who are permanently or primarily overnight shift workers, by 2.2% in substitution of leave loading of 17.5%.

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- 25.6.1(b) Permanent overnight shift workers by 3.8% in substitution of leave loading of 30%.
- 25.6.1(c) Employees who are primarily but not permanently rostered on overnight shifts by 3.1% in pro rata substitution of leave loadings of 17.5% and 30%.
- 25.6.2 Employees will be paid any unpaid accrued annual leave loading owing as of 30 June 2007.
- 25.6.3 Leave loading is not payable under this Agreement as this has been rolled into the Employee's Basic Earnings accordingly.
- 25.7 When annual leave is fixed to begin on a Monday and the Employee has worked on the preceding Sunday, the leave shall date from the Tuesday.
- 25.8 Where an Employee is rostered off duty on public holidays, as and when they fall due in the particular State where the Employee is employed and in addition to the Employee's weekly days off duty, then the Employee's accrued but untaken annual leave will be reduced by an equal number of days to those given off on those public holidays and the Employee will be deemed to have taken the day or days as annual leave. Where an Employee is rostered on duty on a public holiday, the Employee will receive their ordinary rate of pay for that day's work.
- 25.9 Employees may apply to the Editor-in-Chief for the purchase of up to four weeks of leave in conjunction with their entitlement to annual leave of seven weeks. Approval of any such additional leave will be at AAP's absolute discretion.
 - 25.9.1 For leave under this clause the Employee receives a revised weekly rate over 52 weeks adjusted for the period of purchased leave ('Reduced 48/52 Rate of Pay').
 - 25.9.2 Applications for the purchase of additional leave will only be considered from Employees with untaken annual leave of seven weeks or less.
 - 25.9.3 During the period in which the 48/52 arrangement applies, the Employee's rate of pay will be the Reduced 48/52 Rate of Pay for all purposes, including calculation of penalties, other allowances and superannuation.
 - 25.9.4 If employment terminates during the period for which the 48/52 arrangement applies, the Employee will be paid any termination entitlements, including any due but untaken annual leave at the Reduced 48/52 Rate of Pay. Any long service leave entitlements will be paid in accordance with the Long Service Leave provisions of this Agreement.

26 UNPAID LEAVE

With the consent of AAP, Employees with more than five years' continuous service will be entitled to take up to 12 months of unpaid leave, provided they have first exhausted all forms of paid leave to which they are entitled.

27 LONG SERVICE LEAVE

- 27.1 Employees under this Agreement will accrue long service leave in accordance with the provision of the Long Service Leave Act 1955 (NSW) as in force from time to time, except when on unpaid leave.
- 27.2 Employees employed for three or more years in South Australia under the terms of the Agreement will, while they remain employed in South Australia under the terms of the Agreement, accrue long service leave entitlements at the rate provided for in the SA Long Service Leave Act and such long service leave entitlements so accrued will remain in the credit of the Employee whether that Employee remains employed in South Australia or not.
- 27.3 The entitlement of an Employee to long service leave will be determined by reference to the date on which the Employee commenced employment with AAP.

28 PARENTAL LEAVE

- 28.1 Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 28.2 The provisions of this clause apply to full-time and part-time Employees but do not apply to casuals, except in accordance with the Act.
- 28.3 Definitions
- 28.3.1 For the purpose of this clause child means a child of the Employee 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 Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- 28.3.2 Subject to 28.3.3, in this clause spouse includes a de facto or former spouse.
- 28.3.3 In relation to 28.5, spouse includes a de facto spouse but does not include a former spouse.
- 28.4 Basic entitlement
- 28.4.1 Subject to 28.4.3, after twelve 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.
- 28.4.2 Subject to 28.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 28.4.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
- 28.4.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- 28.4.3 Where a female Employee is entitled to, and takes up to ten weeks paid maternity leave in accordance with 28.5.1, the total period of parental leave to which the parents are entitled will be 52 weeks plus the amount of paid maternity leave.
- 28.5 Paid Parental Leave
- 28.5.1 All classified employees whose length of continuous employment with AAP is two years or more will be entitled to ten weeks' paid parental leave in accordance with this clause, to be taken from a date mutually agreed on by the Employee and AAP provided that the Employee must give an undertaking in writing to AAP that they are the primary care giver of the child during the parental leave period and that they will return to work for AAP at the end of the period of parental leave for a period of not less than twelve months employment.
- 28.5.2 An Employee must provide notice to AAP in advance of the expected date of commencement of parental leave. The notice requirements are:
- 28.5.2(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks; and
- 28.5.2(b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

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- 28.5.3 When the Employee gives notice under 28.5.2(a) the Employee must also provide 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.
- 28.5.4 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 28.5.5 Subject to 28.5.2 and unless agreed otherwise between AAP and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 28.5.6 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, AAP may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 28.5.7 Special maternity leave
- 28.5.7(a) Where the pregnancy of an Employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 28.5.7(b) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, the Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 28.5.7(c) Where an Employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 28.5.8 Where leave is granted under 28.5.5, during the period of leave an Employee may return to work at any time, as agreed between AAP and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 28.6 Paternity leave
- 28.6.1 An Employee will provide to AAP at least ten weeks prior to each proposed period of paternity leave, with:
- 28.6.1(a) 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
- 28.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 28.6.1(c) a statutory declaration stating:
- 28.6.1(c).1 he will take that period of paternity leave to become the primary care-giver of a child, or that the leave falls under Clause 28.2.4(a);
- 28.6.1(c).2 particulars of any period of maternity leave sought or taken by his spouse; and

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28.6.1(c).3 that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

28.6.1(d) An Employee will not be in breach of 28.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

28.7 Adoption leave

28.7.1 The Employee will notify AAP at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

28.7.2 Before commencing adoption leave, an Employee will provide AAP with a statutory declaration stating:

28.7.2(a) the Employee is seeking adoption leave to become the primary care-giver of the child, or that the leave falls under Clause 28.4.2(b);

28.7.2(b) particulars of any period of adoption leave sought or taken by the Employee's spouse; and

28.7.2(c) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

28.7.3 AAP may require an Employee to provide confirmation from the appropriate government authority of the placement.

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

28.7.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

28.7.6 An Employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and AAP should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, AAP may require the Employee to take such leave instead.

28.8 Variation of period of parental leave

28.8.1 Unless agreed otherwise between AAP and Employee, an Employee may apply to AAP 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.

28.9 Parental leave and other entitlements

28.9.1 An Employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 58 weeks.

28.10 Transfer to a safe job

28.10.1 Where an Employee 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 Employee make it inadvisable for her to continue at her present work, she will, if AAP deems it practicable, be transferred to a safe job at on the same terms and conditions of employment until the commencement of maternity leave.

28.10.2 If the transfer to a safe job is not available AAP may require the employee to take paid "no safe job" leave for such period as is certified necessary by a registered medical practitioner. This leave will be paid at the Employee's ordinary rate of pay.

28.11 Returning to work after a period of parental leave

28.11.1 An Employee 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.

28.11.2 An Employee will be entitled to the position which they held immediately before proceeding on parental leave, subject to 28.11.3. In the case of an Employee transferred to a safe job pursuant to 28.10, the Employee will be entitled to return to the position they held immediately before such transfer.

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

28.12 Replacement employees

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

28.12.2 Before AAP engages a replacement Employee, AAP must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

29 PERSONAL/CARER'S LEAVE

29.1 Entitlement

29.1.1 Employees other than casuals are entitled to Enhanced Personal/Carer's Leave at their base salary as provided under the Act.

29.1.2 Enhanced Personal/Carer's Leave entitlements are as follows:

Length of Continuous Service	Enhanced Personal Leave
Less than 5 years	37 days each year unless a greater entitlement is provided by the Act or any other statutory entitlement.
More than 5 years	72 days each year unless a greater entitlement is provided by the Act or any other statutory entitlement.

29.1.3 Up to ten days of unused Personal/Carer's Leave (including Enhanced Personal Leave) each year is cumulative as provided by the Act. No other Personal/Carer's Leave will accumulate from year to year.

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- 29.1.4 Enhanced Personal/Carer's Leave may be taken on full pay, half pay or quarter pay.
- 29.1.5 Enhanced Personal/Carer's Leave entitlement is inclusive of any personal/carer's leave under the Act or any other statutory entitlement.
- 29.1.6 Enhanced Personal/Carer's Leave can be used for the same purposes that Personal Carer's Leave is provided under the Act.
- 29.1.7 In respect of Enhanced Personal Carer's Leave or any period of paid or unpaid personal leave, AAP may require satisfactory proof of absence consistent with the relevant requirements under the Act.
- 29.1.8 The Act also entitles Employees to two days unpaid carer's leave in an unexpected emergency and if they have exhausted their personal leave entitlements. Employees must comply with the notification provisions set out in Clause 29.2 and supply the required documentation set out in clause 29.3.
- 29.2 Notice required
- 29.2.1 Employees will where practicable give notice prior to the absence of:
- 29.2.1(a) the intention to take leave;
 - 29.2.1(b) the name of the person requiring care and support and their relationship to the Employee;
 - 29.2.1(c) the reasons for taking such leave; and
 - 29.2.1(d) the estimated length of absence.
- 29.2.2 If it is not practicable for the Employee to give prior notice of absence, the Employee must notify AAP by telephone at the first opportunity on the day of absence.
- 29.3 Evidence supporting claim
- Employees must, if required by AAP, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 29.4 Compassionate Leave
- 29.4.1 The following paragraphs contain a summary of Employees' entitlements under the Act, unless otherwise specified, and are to be read subject to those statutory provisions.
- 29.4.2 Employees are entitled to take up to two days paid compassionate leave as specified in the Act. Additionally, if the compassionate leave is to attend a funeral that is held overseas or interstate, the entitlement is up to three days paid compassionate leave.
- 29.4.3 Compassionate leave can be taken for the purposes of spending time with a person who is a member of an Employee's immediate family or household who has a personal illness or injury that poses a serious threat to their life, or after the death of a member of the Employee's immediate family or household.
- 29.4.4 AAP may require an Employee to provide it with evidence of the illness, injury or death.
- 29.5 Definition

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29.5.1 For the purposes of this Clause 29, 'immediate family' is defined as an Employee's spouse, child, parent, grandparent, grandchild, or sibling; or the child, parent, grandparent, grandchild, or sibling of the Employee's spouse.

29.6 Exception

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

29.6.2 In addition, sickness or incapacity arising from misbehaviour, wilful contribution or lack of reasonable care will not entitle an Employee to the benefits of this subclause.

29.6.3 This Clause 29.6 will not operate in relation to personal/carer's leave that an Employee is entitled to receive under statutory minimum standards, or to the extent the clause is a penalty under the Act or its Regulations.

29.7 Workers compensation or like payments

29.7.1 If an Employee is receiving workers compensation payments or other like payments, AAP is only required to pay the difference between the compensation or other payment and the sick leave payment to which the Employee would be otherwise entitled.

29.8 Unpaid bereavement leave

29.8.1 Where an Employee has exhausted all personal leave entitlements the Employee is entitled to up to two days of unpaid bereavement leave.

30 COPY TAKING

30.1 Outside copytakers' normal working hours (usually 8am to 11pm) Employees must take copy by telephone when the journalist's filing is dependent on unreliable communications or needs background or other editorial assistance in the filing process.

30.2 At any time, Employees must take urgent copy if copytakers are unavailable.

31 TECHNOLOGY

31.1 AAP undertakes to provide journalists who are required to work out of the office with equipment the company deems necessary to perform their role.

31.2 Employees and the Alliance will co-operate in the introduction and extension of new telecommunications technology.

31.3 Employees and the Alliance agree:

31.3.1 That AAP has the right to give, or to continue to give, contributors direct access to the AAP's editorial system for output, and

31.3.2 To the use of home computers as the normal keyboarding system of contributors and freelance journalists to maximise their ability to benefit from delivery of copy to editors and subeditors quickly, efficiently and without double handling.

31.4 Digital Equipment and Cameras

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- 31.4.1 Employees, the Alliance and the AAP agree that the primary role of journalists is to write text, however, the use of digital equipment will be considered a secondary part of their normal duties and Employees when on assignment may, if they agree, perform photographic work.
- 31.4.2 Whether or not Employees are on assignment, AAP may ask them to use digital cameras.
- 31.4.3 Employees will not be entitled to any additional payment for using digital cameras. The parties have agreed on operational guidelines that will apply when AAP asks an Employee to use a digital camera.
- 31.4.4 AAP will endeavour to employ a sufficient number of editorial assistants during the daytime news gathering hours Monday to Friday to download digital material.
- 31.4.5 Employees and the Alliance accept that while the down-loading of digital equipment will ordinarily be performed by editorial assistants, at times journalists may be asked to download digital material, provided that special arrangements will have to be considered for the smaller bureaus, where the cost of full-time editorial assistants cannot be justified.

32 TRAINING

- 32.1 AAP's policy is that applications for paid training will be considered favourably if the training is demonstrably relevant to the Employee's work at AAP. Agreed targets for training and development set during performance reviews conducted by the AAP will be taken into account in determining training to be undertaken.
- 32.2 All Employees required to use AAP's computer system(s) will have the opportunity to receive appropriate training.
- 32.3 AAP will provide suitable training for Employees in relation to all software updates before employees are required to use the technology, where practicable.
- 32.4 Operational familiarisation for all staff in AAP procedures and practice will be conducted in Sydney where AAP considers it appropriate.
- 32.5 Training in research techniques, community perceptions of the media and sub-editing may be applied for on a demonstrable needs basis.

33 ANNUAL REVIEW

- 33.1 AAP will conduct an annual performance review process for Employees.
- 33.2 The performance review process provides an Employee with the opportunity to:
 - 33.2.1 Receive feedback on their performance over the previous year; and
 - 33.2.2 Outline areas where they believe their skills and experience have developed over the year.
- 33.3 There will be an annual grading review which will take place in March each year. Employees requesting an upgrade must notify the Editor in Chief in the preceding January/February. This review shall not preclude the Editor in Chief from reviewing any employee's grade at any time at their own initiative. Determining an employee's grade remains at the Editor in Chief's discretion.
- 33.4 An employee may refer to a performance appraisal or any other information when seeking an upgrade.
- 33.5 The employee will receive feedback on their performance to date, expectations of their role for the following review period and where applicable, feedback on their upgrade application.
- 33.6 Any staff member may elect not to take part in the annual review.

34 NO EXTRA CLAIMS

- 34.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Alliance and the Employees.
- 34.2 It is a term of this Agreement that the Alliance and the Employees will not pursue any extra claims, Agreement or over-Agreement, for improvement in wages or other terms and conditions of employment over the duration of this Agreement.
- 34.3 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision of the FWA or the FWA (including any National Wage Case decision or Safety Net Adjustment decision) handed down prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.
- 34.4 This Agreement is intended to cover the field of the Employees' employment to the extent their employment is regulated by industrial instruments. Therefore, protected Award conditions are expressly excluded from this Agreement.

EXECUTED as an Agreement

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SIGNED for and on behalf of Employees by the MEDIA, ENTERTAINMENT AND ARTS ALLIANCE

Signature of authorised officer held

Name of authorised officer

Office

Signature of witness

Name of witness

SIGNED for and on behalf of the AUSTRALIAN ASSOCIATED PRESS PROPRIETARY LIMITED

Signature of authorised officer held

Name of authorised officer

Office

Signature of witness

Name of witness