

## Editorial staff at the Bendigo Advertiser



# Your rights at a glance

### Application:

The employment terms and conditions of editorial staff at the Bendigo Advertiser are determined by the provisions of the *Regional Publishers (Western Victoria) Pty Ltd Bendigo Advertiser Editorial Bargaining Agreement 2005* and the *Journalists (Regional Daily Newspapers) Award 1999*

### Overtime:

If you work an hour's overtime on any day the employer can elect to have you take it off as time in lieu but it must happen within the next fortnight. Instead of taking it as time in lieu the employer could also pay you overtime, at the rate of time and a half. If you don't get the time off within the next fortnight you must be paid for it

However it still accumulates at the same time and a half rate. However if you work more than one hours overtime in a day you must be paid for it at

### VDT Breaks:

Because there are some potential health issues with continuous use of computers there are requirements for you to have breaks away from computer work. At the end of each two hours working on your computer you need to take a paid 10 minute break.

This time can be used for other activities providing that you do take that computer break.

In an emergency you can be required to work up to 2.5 hours. However an emergency is not simply because you are running late or such.

### Rosters:

Rosters determine when you are to start work, on what days, when you finish and what days you have off work.

The company is required to post rosters two days before the commencement of the pay week to which they refer.

In the case of emergency or shortage of staff through sickness and/or other cause which cannot be reasonably foreseen, an employer may depart from such roster.

In any such case the member will be given as much notice of departure from the roster as possible.

An emergency is not simply because your supervisor forgot to draw up the roster or was too busy to get around to it.

### Minimum Breaks:

A member is entitled to receive a minimum of 11 hours break

between completion of duty on one day and commencing duty.

Where the 11 hours break is not given it will be compensated for in the following manner.

If your break is less than 8 hours, you will be paid double time for all work done before the expiration of the 11 hour break

If the break is 8 hours or more, you will be paid time and a half will be paid for all work done before the expiration of the 11 hour break

### Annual Leave:

Annual leave for you is 6 weeks and three days for each year of service. You also get Christmas Day and Good Friday off as the two public holidays under the award.

If you work past 8:30 p.m. on the day before your annual leave starts you must be given an additional days leave.

Members must be notified of the date of their leave at least one calendar month prior to the date of their leave.

### Allowances:

The Award and the Enterprise Agreement provide for a number of allowances to be paid to members.

These include:

**Sub-editing allowance.**

**Shift and weekend allowances**

**Meal allowance;**

If a member's duty compels them to take more than one meal a day away from their home, any meal or meals in excess of one a day will (unless otherwise paid for or reimbursed by the employer) be paid for by the employer at the rate of \$14.40 for such meal.

**The meal means** breakfast, lunch or dinner and for this subclause, the normal meal break hours are:

Breakfast	6.00 a.m. to 8.00 a.m.
Lunch	noon to 2.00 p.m.
Dinner	6.00 p.m. to 8.00 p.m.

**Spectacle expenses**

Where you require spectacles or a lens change specifically for using a visual display terminal or computer the employer will pay the cost of the lens and up to \$102.10 on the first frames.

**Sick Leave:**

Sick leave is important in the workplace, not only for you but also for your colleagues.

If you are unwell and you continue to attend work you may also be putting your colleagues in jeopardy.

Where a member has been employed for 13 weeks and less than 5 years:

For the first 4 full pay weeks

For the second 4 half pay weeks

For the third 4 quarter pay weeks

Where a member has been employed for 5 years or more:

For the first 8 full pay weeks

For the second 8 half pay weeks

For the third 8 quarter pay weeks

**Meal Breaks:**

Where a member is required to take a meal break of ½ hour or more an employer will be entitled to deduct the time of the meal break from the total time worked. Where the break taken is less than ½ hour no time will be deducted in any one day.

If a member works for 4 hours or more after 6.00 p.m. then they will be allowed time off for a supper period of 20 minutes between 9.30 p.m. and 12.30 a.m. each night in addition to time which may have been taken off for an evening meal.

**Training for Cadets:**

**Cadet journalists** will receive comprehensive training in the elementary facets of journalism, including but not

restricted to, news gathering, news production including sub-editing, news English, media law, court reporting, house style and rounds.

Cadets will be exposed to all the operations of the editorial department and newspaper generally.

Cadets will be taught shorthand by an approved instructor. Cadets will be expected to be proficient before their grading.

Training will be conducted by an experienced member of staff who has suitable competencies in training delivery. At least half a shift per week will be allocated for this training.

The performance of cadets will be monitored and feedback given.

**Cadet photographers** will receive comprehensive training in the elements of photography including, but not restricted to, photo-journalism and technology.

Cadets will be exposed to all the operations of the editorial department and newspaper production generally.

Training will be conducted by an experienced member of staff who has suitable competencies in training delivery.

At least half a shift per week will be allocated for this training.

The performance of cadets will be monitored and feedback given.

**Superannuation:**

Superannuation is a very important part of your employment entitlements and you need to consider carefully where you want to have your account. After all you effectively invest 9% of your base rate in it each week

Many journalists who recognise the mobile nature of the industry have chosen as their choice JUST which is the industry fund set up to benefit all media workers.

However the fund that your money goes into is your choice and you can look at a range of options. However what you should do is make sure that all your accounts are held together to minimise any account-keeping costs.

Most superannuation funds also offer a range of investment options which you might like to consider

You can also change companies but no more than once a year.

**When you resign:**

The maximum termination periods are:

For the first six months only one weeks notice is required, after that the following periods apply.

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

**If you get into a dispute:**

Any grievance, dispute or claim arising out of or in relation to this Agreement shall be dealt with in the following manner:

Discussions will take place between the Employee and the Editor who will attempt to rectify the grievance within two days.

The Employee raising the grievance may choose to be represented by another Employee engaged under the terms of this Agreement or by a delegate or official of the Alliance.

Where no resolution is achieved the Employee or his or her representative has the right to see the General Manager, Regional Publishers (Western Victoria).

If a resolution is still not achieved the matter may be referred by any party to this Agreement to the Australian Industrial Relations Commission for resolution and determination.

However, if the parties agree to have the matter handled by a private arbitrator the parties also agree to accept any recommendation as binding in resolving the dispute.

**Bereavement Leave:**

Subject to you giving prompt notice to the Employer and if required, proof of death being provided, an Employee shall be entitled to a maximum of two days leave on the death within or without Australia of a

spouse, child, stepchild, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law or daughter-in-law to arrange for and/or attend the funeral of the deceased.

In this clause "Spouse" shall include a partner in a defacto relationship and includes a same-sex relationship.

**Driving the company car:**

No employee shall be required to drive an office-owned vehicle on any engagement unless the employee is made exempt by the employer from financial liabilities coverable by ordinary insurance during the whole period in which he or she is in charge of the vehicle.

This won't help you with speeding or parking tickets and you should drive in accordance with the State law and the road conditions.

When an employee is required to use his or her private vehicle they shall be paid an allowance of **60 cents** for every kilometre travelled on that assignment.

This kilometre reimbursement shall be increased by the percentage increase of transport costs as they are detailed in the CPI for the June quarter in each year of this Agreement.

**Should you need further advice about your working conditions please contact the Alliance Information Desk on 1300 656 512 or by email to [aid@alliance.org.au](mailto:aid@alliance.org.au)**

**Minimum weekly rates of pay before tax**

<b>Grade</b>		<b>July 1 2006</b>	<b>July 1 2007</b>
1a		622.40	642.60
1b		643.90	664.80
2a		687.00	709.30
2b		730.10	753.80
3		751.60	776.00
4		792.65	818.40
5a		825.00	851.80
5b		855.10	882.90
6		906.80	936.30
7		949.90	980.80
8		984.40	1016.40
	%of		
<b>Cadets</b>	Grade 1(a)		
Year 1	65	404.60	417.70
Year 2	80	497.90	514.10
Year 3	90	560.20	578.30

**Subediting Allowance**

1a		29.40	30.40
1b		30.50	31.50
2a		32.50	33.60
2b		34.70	35.80
3		35.70	36.90
4		38.00	39.20
5a		39.50	40.80
5b		41.10	42.40
6		43.60	45.00
7		45.70	47.20
8		47.50	49.00
<b>Cadets</b>			
Year 1		19.10	19.80
Year 2		23.50	24.30
Year 3		26.50	27.40