

NEWS LIMITED-MEAA COMMUNITY NEWSPAPERS CERTIFIED AGREEMENT 2006

1. TITLE

The News Limited-MEAA Community Newspapers Certified Agreement 2006.

2. ARRANGEMENT

This Agreement shall be arranged as follows:

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1	Title
2	Arrangement
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Schedule 1	Cumberland Newspaper Group
Schedule 2	Quest Community Newspapers
Schedule 3	Leader Community Newspapers
Schedule 4	Messenger Community Newspapers

3. PARTIES BOUND

3.1 The parties bound by this Agreement are:

- a) Cumberland Newspaper Group – A division of Nationwide News Pty Ltd ACN 008 438 828;
- b) Quest Community Newspapers- A division of Nationwide News Pty Ltd ACN 008 438 828;
- c) Leader Community Newspapers Pty Ltd ACN 004 337 446; and
- d) Messenger Community Newspapers - A division of Advertiser Newspapers Pty Limited ACN 007 563 439.

Hereinafter called “Company” or “Companies”; and

- e) the Media, Entertainment and Arts Alliance and its officers and members in the Commonwealth of Australia in respect of all work to be done by members of the said Alliance (hereinafter called “member” or “members”) who are employed by the Companies.

4. RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS

- 4.1 This Agreement rescinds and replaces all previous understandings and agreements between the parties whether certified or uncertified.
- 4.2 The Agreement is to be read in conjunction with the Journalist (Suburban Newspapers) Award 2003 (the ‘Award’) except as provided in the Agreement and the Schedules.
- 4.3 This Agreement shall prevail over the Award to the extent of any inconsistency.
- 4.4 At Cumberland Newspaper Group and Quest Newspapers, members who are editors are exempted from this agreement (except in respect of: annual leave and leave loading; expense reimbursement; sick pay; Termination of employment) where they are paid in excess of 15% of Grade 7.
- 4.5 At Leader Newspapers this agreement shall only apply to members who are editors only in respect of salary, sick pay, annual leave, and termination of services.

5. SITE SPECIFIC CONDITIONS

5.1 The following schedules apply only to the Companies set out below:

- a) Schedule 1 - Cumberland Newspaper Group.
- b) Schedule 2 - Quest Community Newspapers.
- c) Schedule 3 - Leader Community Newspapers Pty Ltd.
- d) Schedule 4 - Messenger Community Newspapers.

6. OBJECTIVES

The parties to this Agreement are committed to achieving improvements in productivity, efficiency and flexibility which in turn will significantly increase the Company's competitiveness and offer secure and worthwhile employment for all members.

7. WAGES

7.1 Rates of pay for each Company are provided for in the schedules of this Agreement.

7.2 The dates of the wage increases and applicable rates shall be as set out in this Agreement and the schedules, which are hereby incorporated in this Agreement.

8. RELATIVITIES

8.1 a) The following relativities shall apply to all Companies except Cumberland Newspapers – Manly and shall be the percentages of the Fitter rate under the Metal Industry Award as follows:

GRADE	%
Band 1:	
1	115
2	120
3	130
4	140
Band 2:	
5	155
6	165
Band 3:	
7	185

b) The following relativities shall apply to Cumberland Newspapers – Manly and shall be the percentages of the Fitter rate under the Metal Industry Award as follows:

GRADE	%
Band 1:	
1	115
2	130
3	150
4	160
Band 2:	
5	165
6	185
Band 3:	
7	200

9. MULTISKILLING

The Company may direct a journalistic member to carry out such photographic duties or a photographic member to carry out literary duties as are within the limits of the member's skills, competence and training, provided that such duties are not designed to promote deskilling. Under normal circumstances the issue of flexibility and multi-skilling should not apply to the detriment of members.

10. TRAINING

10.1 The parties acknowledge the value of training. It is recognised that in order to increase productivity, efficiency and flexibility and to enhance career opportunities and job security, members agree to undertake all forms of training and skill development as required.

10.2 Members will be given the opportunity to access training, as developed and required by the Company, within ordinary rostered working time. At their election they may access such training in their own time and/or within ordinary rostered working time.

11. PAYMENT OF WAGES

11.1 Wages shall be paid either weekly, fortnightly or monthly by cash, cheque or electronic transfer as determined by the Company, provided that in the case of a Company moving from weekly to an alternate pay period:

a) The alternate pay period shall not be introduced unless the members affected agree to the change; and

b) The members affected shall be consulted prior to the proposed change and proper consideration will be given to issues raised by members.

11.2 Nothing in this clause shall limit the right of the Company to implement any change of pay period by agreement with an individual member.

12. ROSTERING

Days off shall be rostered at least seven days before the commencement of the pay week in which the days off are to be given. Provided that the Company, in case of emergency, shortage of staff, or other cause which cannot be reasonably foreseen, may depart from such roster, but in any such case, shall give the member as much notice of such departure as possible.

13. HOURS OF WORK

13.1 In this clause, unless the contrary appears, the word "day" means a period of 24 hour.

13.2 Ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following basis:

a) by a member working 38 ordinary hours on 5 days per week;

- b) by a member working the following ordinary hours over 19 days in a 20 day work cycle:
 - i) 40 ordinary hours in each of the weeks and 32 ordinary hours in one week in the 20 day work cycle; or
 - c) by a member working the following ordinary hours over nine days in a 10 day cycle:
 - i) 42 ordinary hours in one week and 34 ordinary hours in one week in the 10 day work cycle;
 - d) by a member working 38 hours on 4 days in each 5 day work cycle.
- 13.3 The arrangement for working the average of 38 hours per week at each Company/ or section of the Company/ or work group shall be agreed between the Company and the majority of members affected in any section or work group, provided that the Company may provide one months notice to change the arrangement being worked by the section or work group from the options in 13.2. Prior to the Company providing such notice, the Company shall consult with affected members and duly consider any concerns.
- 13.4 A Company and individual member may agree on an arrangement for working the average of 38 hours per week which differs from the agreement for working the average of 38 hours per week for the majority of members.
- 13.5 The ordinary weekly hours of duty specified in subclause 13.3 of this clause shall be worked so that each member shall be given 2 days off duty each week except:
- a) At Cumberland Newspapers Group the weeks in which a public holiday occurs (specified in clause 6 of schedule 1) an additional day off duty shall be given for each such public holiday and the days on which the ordinary hours of work determined as provided for in subclause 13.2 for such a week can be worked will be reduced by one for each such public holiday.
 - b) At Quest Community Newspapers in the fortnights in which Christmas Day, Good Friday proclaimed by either the Australian or QLD State Government occurs, the ordinary hours of duty shall be reduced by 8 hours.
 - c) At Messenger Community Newspapers the fortnight in which Christmas Day or Good Friday occurs, a member shall be given 5 day off duty in the fortnight.
 - d) At Leader Community Newspapers the weeks in which Christmas Day and Good Friday occurs the ordinary hours of duty shall be reduced by 7.6 hours in the relevant period in which that day occurs.

14. BREAKS

- 14.1 A member shall not be compelled to work more than 5 hours without a break of not less than 20 minutes.
- 14.2 Where a member is permitted a meal break of between 30 and 60 minutes off duty for a meal the Company shall be entitled to deduct the time taken for a meal from the total time worked by the member.
- 14.3 Where a member is permitted a meal break of less than 30 minutes the Company shall not deduct the time taken for a meal from the total time worked by the member.
- 14.4 The period to be taken as a meal break may be altered either:

- a) By the Company giving the member 2 days notice;
- b) At any time by mutual consent.

15. OVERTIME

- 15.1 This clause does not apply to Quest Community Newspapers.
- 15.2 Any amount paid to a member in excess of the minimum rate specified in the schedules for the members grade shall not be regarded as a set off against overtime worked.
- 15.3 The hourly rate for overtime purposes shall be calculated by dividing the minimum rate of pay specified in the schedules by 38.
- 15.4 Daily Overtime represents all time worked outside a members rostered hours of duty, except for time worked on a rostered day off.
- 15.5 Weekly, fortnightly and four weekly overtime.
- a) Weekly overtime is all time worked in excess of 38 hours in any seven day period where a member's hours of work are determined by clause 13.2a) and 13.2d).
 - b) fortnightly overtime is all time worked in excess of 76 hours in a 14 day period where a member's hours of work as determined by clause 13.2c);
 - c) 4 weekly overtime is all time worked in excess of 152 hours in a 4 week period where a member's hours of work are determined in accordance with clause 13.2b).
- 15.6 Except as provided in clause 15.11, all overtime, other than a sixth shift, will be banked to be taken as time off in lieu at single time. Sixth shifts shall continue to be paid at double time.
- 15.7 Time off shall be taken as mutually agreed, or by the Company rostering accrued overtime as time off in lieu, by giving at least 14 days' notice that the member is required to take such accrued time off in lieu, provided it is taken prior to Clauses 15.8 and 15.9 having effect.
- 15.8 On 1 January in each year, all untaken time off in lieu accrued before 1 July in the previous year shall be paid out at overtime rates.
- 15.9 On 1 July in each year, all untaken time off in lieu accrued before 1 January in that year shall be paid out at overtime rates.
- 15.10 On termination, all untaken time off in lieu shall be paid out.
- 15.11 Where mutually agreed, overtime may be paid as it is worked at the rate of time and a half for the first two hours and double time thereafter.
- 15.12 Members shall have the ability to access their personal overtime records.
- 15.13 Insufficient break represents all time worked before the expiration of ten or eleven hours from completion of the duty on one day and the resumption of duty.
- a) An insufficient break shall be compensated as follows:

- i) if the break is less than 8 hours, overtime shall be paid at the rate of double time for all work done before the expiration of a ten, eleven or twelve hour break, which ever is applicable.
- ii) If the break is ten, eleven or twelve hours or more which ever is applicable, overtime shall be paid at the rate of time and a half for all work done before the expiration of the ten, eleven or twelve hour break.
 - A) Time worked during any period of insufficient break shall not be included in the calculation of weekly hours.
 - B) In no circumstances shall overtime involved in and of the aforementioned subclauses be compensated for more than once.

16. ALLOWANCES

16.1 The following rates for allowances shall apply from the commencement of this Agreement:

Item	Allowance	Rate
1	Meal allowance	\$16.75
2	Lenses /Contact Lenses allowance	\$114.95
3.	Frames allowance	\$110.20

16.2 Meal Allowance

If a member's duty compels him or her to take more than one meal a day away from home, any meal or meals in excess of one meal a day shall (unless otherwise paid for or reimbursed by the Company) be paid for by the Company at the rate in item 1 above for each such meal. For the purpose of this sub-clause, 'meal' shall mean breakfast, lunch or dinner. The Company may require a member to provide evidence that the member has taken and paid for such a meal.

a) For the purposes of this clause, normal meal break hours are:

- i) Breakfast: 6am to 8am
- ii) Lunch: noon to 2pm
- iii) Dinner: 6pm to 8pm

b) A member shall be entitled to the payment of one meal allowance in any one day if the member works throughout two of the specified meal break periods in that day, or two meal allowances if working throughout three of the specified meal break periods.

16.3 Spectacles allowance

a) Where the ophthalmologist prescribes spectacles or lens change specifically for visual display terminal operation, the Company will pay the cost of the lens, up to the amount as set out in Item 2 of the table, and will pay the cost of the frames, up to the amount as set out in Item 3 of the table.

- b) Where the ophthalmologist prescribes contact lenses specifically for visual display terminal operation, the Company will pay the cost of the contact lens up to the amount as set out in item 2 of the table.
- c) Where the member receives a health fund or other benefit towards the cost of spectacles or contact lenses, the Company will pay the difference between the cost of the spectacles or contact lens and the benefit, with a maximum amount on the frames as set out in Item 2 of the table.

16.4 Locomotion Allowance

- a) If a member (other than Cumberland Newspaper Group) agrees to use his/her motor vehicle in the course of his/her employment, he/she shall be paid an allowance as set out below per kilometre for each kilometre travelled while so using his/her vehicle. A member seeking payment under this clause shall make the claim in writing to the Company. The allowance does not apply to travel from the member's usual residence to and from the member's usual place of work.

Engine capacity		Cents per kilometre
Ordinary car	Rotary engine car	2004-05 income year
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	60 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	71.6 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	72.8 cents

- b) The allowance in a) above shall not apply to members at Cumberland Newspaper Group who are in receipt of a locomotion allowance as prescribed by clause 3.b) of Schedule 1. Provided further that the casual allowance at Cumberland Newspaper Group is 93.2 cents per kilometre. The allowance does not apply to travel from the member's usual residence to and from the member's usual place of work.

16.5 Higher Duties Allowance

- a) Where a member acts as an editor, chief of staff, production editor, pictorial editor or a chief photographer a higher duties allowance may be paid at the discretion of the Company. The allowance is determined on a case by case basis by the Editor in Chief. If the Company proposes to pay an allowance, the allowance is to be negotiated prior to the member commencing the higher duties.

16.6 All reasonable work related expenses shall be reimbursed by the Company in accordance with Company policy.

16.7 Allowances shall be further varied each year in accordance with the relevant CPI figure when 30 June figure are available, on application by the Alliance.

17. SHIFT AND WEEKEND PENALTIES

- 17.1 A member who is rostered to perform and who performs ordinary duty on a shift, any part of which falls between the time of 6.00 a.m. and 7.00 a.m. or is rostered to perform and performs ordinary duty on a shift that concludes between the hours of 6.00 p.m. and 8.30 p.m. shall be paid an additional 10% of his/her salary for the shift.
- 17.2 A member who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 8.30 p.m. and 6.00 a.m. shall be paid an additional 17-1/2% of his/her salary for that shift.
- 17.3 The additional rates provided for in 17.1 and 17.2 are not cumulative and where any shift attracts both penalties the higher percentage only shall be paid.
- 17.4 A member who is rostered to perform and performs ordinary duty where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday shall be paid an additional 10% of his base salary for the shift.
- 17.5 The respective additional payments prescribed in this subclause shall be based on the rate of pay for the member prescribed in the schedules to this Agreement.

18. CADETS

- 18.1 The minimum weekly rates of payment to cadets shall be the following percentage of the rates prescribed for a grade 1 member:

Year of cadetship	Percentage
First year	65%
Second year	80%
Third year	90%

- 18.2 Provided that amounts up to 5 cents will be disregarded, amounts 5 cents and over will count as 10 cents.
- 18.3 Subject to the provisions of this subclause, the period of cadetship shall be as follows:
 - a) For a cadet other than a graduate of an approved tertiary course, the period of cadetship shall not exceed three years, provided that cadet training requirements are met.
 - b) For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship shall not exceed one year during which the cadet shall be paid at the percentage for a final year cadet.
 - c) A cadet who, after twelve months or more employment, completes an approved tertiary course, shall be advanced to final year of cadetship.
 - d) Provided that periods of training in journalism, press photography or editorial art on any newspaper or magazine shall be taken into account in determining the year of cadetship.

- 18.4 A cadet shall be fully and thoroughly taught and instructed in the profession of journalism provided that:
- a) Cadets shall be instructed progressively throughout their cadetship in practical journalism and a responsible person shall supervise that training.
 - b) The Company shall arrange for journalists and others to give a series of suitable lectures to cadets.
- 18.5 Subject to the proviso hereunder:
- a) A cadet shall not be entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in short hand. If a cadet attains a minimum standard of 60 words per minute in shorthand in the second year of employment, the period beyond twelve months taken to achieve the said minimum shall correspondingly reduce the second year of cadetship.
 - b) A cadet shall not be entitled to be classified and paid as a third year cadet until a minimum standard of 80 words per minute in shorthand has been attained. If a cadet attains a minimum standard of 80 words per minute in shorthand in the third year of employment, the period beyond 24 months taken to achieve the said minimum shall correspondingly reduce the third year of cadetship.
 - c) A cadet shall not be entitled to be classified and paid as a graded journalist until a minimum standard of 120 words per minute in shorthand has been attained.
 - d) A graduate cadet who has been classified as a grade 1 member shall not be entitled to be classified as a grade 2 member until a standard of 120 words per minute in shorthand writing has been attained. Provided that the Company 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.
 - e) Cadets are also required to successfully complete any online training required by the Company, in Company time, in order to progress through grades.
- 18.6 Tuition in shorthand shall be arranged by the Company either within or outside the office and each cadet shall be rostered by the Company to attend shorthand training each week. Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of the cadet shall regularly monitor the progress being made by each cadet, and particularly whether or not the cadet's record of attendance at classes is satisfactory. Where a cadet assigned to offices outside the city in which he or she commences his or her cadetship, the Company is only obliged to roster the cadet for shorthand training where possible.
- 18.7 A cadet shall be permitted by the Company to absent himself or herself during ordinary working hours for periods not exceeding a total of four hours in any week to attend shorthand and typewriting classes, lectures, classes or examinations which apply to any specialised branch of journalism approved by the Company, and in addition for periods not exceeding a total of six hours in any week to attend at an Australian university for a course in journalism or other approved course. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by the Company.

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

19. TERMINATION OF SERVICES

19.1 After 26 weeks of employment during which period one week's notice shall suffice, the employment of a member, other than a casual, shall not, except as provided in subclause 19.2, be terminated by either party unless the following periods of notice of such termination shall have been given or in the case of termination by the Company payment made in lieu thereof:

Grade	Weeks
Grade 7 and Grade 6	8
Grade 5 and Grade 4	6
Grade 3	5
Grade 2 and Grade 1	4
Cadet	2

Provided that the Company must give a member at least the notice prescribed in section 661(2) of the *Workplace Relations Act 1996*.

19.2 The period of notice in 19.1 does not apply in the case of dismissal for conduct that justifies instant dismissal such as, refusal of duty, disobedience of instructions or orders or misconduct.

20. PART TIME EMPLOYMENT

20.1 Ordinary Hours of Work

- a) A part time employee is a member engaged as such to work less than 38 hours per week of ordinary time on a reasonably predictable and ongoing basis. Where appropriate, application of all other clauses that apply to part time members shall be on a pro rata basis.
- b) The minimum engagement for a part time member shall be four (4) consecutive hours on any rostered shift.
- c) The minimum hourly rate of pay for a part time member shall be the minimum hourly rate for a full time member in the same classification as the regular part time member (i.e. the applicable minimum award rate of pay divided by 38).
- d) Regular part time members will have their hours determined at the commencement of their employment in writing. The grade of each regular part time member, which shall be no less than Grade 2, shall be agreed in writing between the member and the Company before the member commences employment.
- e) The hours of a regular part time member may be varied by:
 - i) agreement between the member and the Company; or

- ii) the Company giving the member seven days notice in writing, provided there is no diminution of the total agreed number of ordinary weekly hours of work.

20.2 Overtime for regular part time members shall be paid as follows:

- a) Hours worked beyond the member's rostered shift on any roster, except at Quest Community Newspapers where the member will be paid at single time for the first eleven hours (including ordinary hours) worked.
- b) By agreement between the Company and a member, a regular part time member may, in addition to their rostered shift or shifts in a week, work an unrostered shift or shifts as ordinary time, provided that any hours worked in excess of 38 hours per week will be overtime and compensated as overtime except at Quest Community Newspapers where additional shifts in any week may be worked at single time, up to a maximum of five shifts per week (including ordinary hours).

21. MATERNITY LEAVE

Maternity leave provisions of the award will apply. As part of this, the Company will provide ten (10) weeks paid maternity leave for female staff with twelve months or more continuous service with the Company.

22. REDUNDANCY

22.1 Application -

- a) This clause shall apply in respect of full-time and part-time members.
- b) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to members with less than one years continuous service and the general obligation on the Company shall be no more than to give such members an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the members of suitable alternative employment.
- c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual members, members engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

22.2 Introduction of Change -

- a) Company's duty to notify -
 - i) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on members, the Company shall notify the members who may be affected by the proposed changes and the MEAA.
 - ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce, the alteration of hours of work, the need for retraining or transfer of members to other work or

locations and the restructuring of jobs.

- iii) Provided that where the applicable award or this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

22.3 Duty to discuss change –

- a) The Company shall discuss with the members affected and the MEAA, inter alia, the introduction of the changes referred to in paragraph 22.2 a) above, the effects the changes are likely to have on members and measures to avert or mitigate the adverse effects of such changes on members, and shall give prompt consideration to matters raised by the members and/or the MEAA in relation to the changes.
- b) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in paragraph 22.2 a) of this clause.
- c) For the purpose of such discussion, the Company shall provide to the members concerned and the MEAA, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on members and any other matters likely to affect members, provided that the Company shall not be required to disclose confidential information, the disclosure of which would adversely affect the Company.

22.4 Redundancy -

- a) Discussions before terminations:
 - i) Where the Company has made a definite decision that the Company no longer wishes the job the member has been doing to be done by anyone pursuant to subparagraph 22.2 a) i) above, and that decision may lead to the termination of employment, the Company shall hold discussions with the members directly affected and with the MEAA.
 - ii) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of subparagraph 22.3a) i) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the members concerned. The Company will advise the MEAA of the possibility of redundancies not less than three months before terminating the employment of any member on the ground of technology redundancy to allow appropriate discussions to occur.
 - iii) For the purposes of the discussion the Company shall, as soon as practicable, provide to the members concerned and the MEAA, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of members likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.
 - iv) Provided that the Company shall not be required to disclose confidential information, the disclosure of which would adversely affect the Company.

22.5 Time off during the notice period -

- a) During the period of notice of termination given by the Company, a member shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- b) If the member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the member shall, at the request of the Company, be required to produce proof of attendance at an interview or the member shall not receive payment for the time absent.
- c) Member leaving during the notice period - If the employment of a member is terminated (other than for misconduct) before the notice period expires, the member shall be entitled to the same benefits and payments under this clause had the member remained with the Company until the expiry of such notice. Provided that in such circumstances the member shall not be entitled to payment in lieu of notice.
- d) Transfer to lower paid duties - Where a member is transferred to lower paid duties for reasons set out in paragraph 22.2 a) above, the member shall be entitled to the same period of notice of transfer as the member would have been entitled to if the member's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

22.6 Severance Pay -

- a) Where the employment of a member is to be terminated pursuant to subclause 22.4 above, the Company shall pay the following severance pay:
 - i) Two weeks' pay, in the first instance, and in addition;
 - ii) Four weeks' pay for each completed year of continuous service;
 - iii) Redundancy pay will be calculated at the member's award weekly rate of pay, plus the weekly average of shift allowances, personal margins, service payments and weekend penalties, but excluding overtime, over the period of 12 months immediately preceding termination, redeployment or relocation, whichever is applicable.
- b) By way of clarification the severance payment outlined above is inclusive of any notice period payable under this Agreement, the Award or legislation. In the event that this amount is less than the notice period under this Agreement or the Award the member will receive the notice period as a severance payment.
- c) No member shall be entitled under these provisions to a payment greater than he/she would have received in wages had they remained in employment until the age of 65, and
- d) For members who commenced on or after 1 July 1970, the maximum redundancy entitlement will be a sum equivalent to the member's rate of pay as defined for 112 weeks.

22.7 Alternative Employment

- a) The Company may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 22.6 a) above if the Company obtains acceptable alternative employment for a member.

23. PROFESSIONAL POLICY

23.1 The Company acknowledges that Alliance members may seek to uphold the MEAA Code of Ethics and members acknowledge that the Company requires members to work in accordance with Company policies (including but not limited to policies covering harassment and discrimination as varied from time to time) and the Company's Code of Conduct.

23.2 The Company commits to ensuring that all editorial material or advertising material that appears because of a commercial interest will be clearly marked "Advertising Feature" or "Advertisement" as appropriate.

23.3 A member shall not be required against his/her wishes to have his/her own name associated as author with publications of any matter which he/she has been instructed to prepare for publication.

24. SALARY SACRIFICE

24.1 At a member's election and with the agreement of the Company, a member may make superannuation contributions as a pre-tax salary sacrifice.

24.2 The Company is to advise members of the various administrative requirements to allow this to occur, and various requirements in relation to providing for salary sacrifice contributions.

24.3 The ability to salary sacrifice is subject to each Company having the payroll/administrative capacity to administer salary sacrificing.

25. CARERS' LEAVE

25.1 Subject to clauses 25.2 and 25.3, full time and part time members may use up to 10 days accrued unused sick leave per year for the purpose of caring for an immediate family or household member who is ill and requires the care and support of the member, provided that the member is responsible for the care of the person concerned.

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

25.3 The member must, if required by the Company, 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.

- 25.4 The term immediate family includes:
- a) spouse (including a former spouse, a de facto spouse, a former de facto spouse and same sex partner) of the member. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - b) child or adult child (including an adopted child, a step child or an ex nuptial child) parent, grandparent, grandchild or sibling of the member or spouse of the member.
- 25.5 From the entitlement in 25.1, a full time or part time member may take up to 5 days (or pro rata amount in the case of a part time member) carers leave to care for their partner or spouse at the time their partner or spouse gives birth.

26. BEREAVEMENT LEAVE

Subject to prompt notice being given to the Company a member shall be entitled to a maximum of two days leave on the death of a person listed in clause 25.4.

27. ANNUAL LEAVE AND ANNUAL LEAVE LOADING

- 27.1 Accrued annual leave entitlements over 10 weeks, including annual leave loading, may be cashed out by mutual agreement.
- 27.2 Annual leave loading shall be paid when holidays are taken. Annual leave loading on the untaken portion of a member's annual entitlement shall be paid out on a set date each year.

28. LONG SERVICE LEAVE

A member's entitlement to Long Service Leave will be in accordance with relevant legislation in each state.

29. GRADING REVIEWS

- 29.1 In addition to the Company's performance development review process, there will be an annual grading review of each member. This review will generally take place in June/July each year. This review shall not preclude the editor from reviewing any member's grade at any time of their own initiative.
- 29.2 Determining a member's grade and/or margin remains at the editor's discretion.
- 29.3 A member may refer to a performance development review, or any other matter/information when seeking an upgrade. A performance development review may only be one of many factors taken into account to determine any grading review.
- 29.4 A member who supports an application for a grading review in writing will be advised in writing of the result of their grading review.

29.5 A member may decline to participate in any particular grading review at the time of receiving the notice of the review. This does not negate the Company's right to discuss any work-related matter with a member.

29.6 In any dispute over grading reviews, the member may be represented by the MEAA and the grievance procedure in this Agreement.

30. CONSULTATION

30.1 The Company's duty to notify employees and the MEAA on the introduction of change is outlined in clause 22.2.

30.2 Members will be consulted regularly about any matters, as determined by the Company, relating to the business, day-to-day work requirements and any other matters relating to employment that impacts members.

30.3 The Company will provide members with feedback on their individual performance, either through formal processes such as the Performance Achievement Review process and/or other informal processes.

30.4 Elected MEAA member representatives may seek meetings with Company nominated representatives to discuss any matters and/or concerns relating to the employment of members. At the request of either party, consultation may include:

- a) attending and participating in meetings at reasonable times;
- b) disclosing any relevant information in a timely manner (subject to appropriate protection, privacy, and confidentiality for commercial in confidence information);
- c) responding to any proposals made by a party in a timely fashion;
- d) giving genuine consideration to the proposals of the other parties and providing reasons for their responses.

For the avoidance of doubt, nothing in this Agreement shall restrict the Company's capacity to make any changes to production, program, organisation, structure or technology (refer clause 22.2), redundancies (clause 22.4) or other business decisions.

31. CASUAL CONVERSION

31.1 An eligible casual member can apply to be transferred to full-time or part-time employment. The Company may approve, or decline, an application.

31.2 An eligible casual is a casual member who has worked a regular pattern of hours and/or days over the preceding six months for a minimum of 24 ordinary hours each week.

31.3 Without limiting any reasons for which an application for transfer may not be approved:
a) Applications will not be approved unless an eligible casual works 3 days per week or more (and at least 24 hours per week) and seeks to convert to 3 days per week or more and at least 24 hours per week;

- b) Applications will not be approved unless a casual seeking conversion agrees not to work for a rival publication, radio or television outlet in the absence of written approval from the editor;
 - i) Where the member is applying for full-time employment, they must have constantly worked 37.5 ordinary hours over the previous six-month period.
- c) Where it has been agreed that a member will convert from casual to part-time employment the minimum rostered hours per week shall be agreed between the editor and the member. In determining this minimum the parties should have regard for the number of hours generally worked by the member on a week-to-week basis as a casual member.

32. NOT TO BE USED AS A PRECEDENT

The parties agree that this Agreement shall not be used by either of them to pursue claims on other Companies or members.

33. AVOIDANCE OF INDUSTRIAL DISPUTES

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

- a) The member and their supervisor will meet and confer on the matter; and
- b) If the member concerned deems it necessary he/she may nominate an Alliance House Committee representative, or another representative to assist.
- c) If the matter is still not resolved a discussion shall be held between representatives of the Company and the Alliance or other employee representative.
- d) If the matter cannot be resolved it may be referred to the Commission for conciliation.

While the parties attempt to resolve the matter work will continue as normal unless a member has a reasonable concern about an imminent risk to his or her health and safety.

34. TERM AND RENEWAL OF AGREEMENT

The Agreement shall operate (unless otherwise specified) from the date of certification by the Australian Industrial Relations Commission and continue in force until 31 December 2010.

35. NO EXTRA CLAIMS

35.1 The parties agree that during the term of this Agreement, no additional claims (award, over award or otherwise), will be pursued by the Media, Entertainment and Arts Alliance. This Agreement settles and finalises all the terms of employment during the nominal term of this Agreement.

- 35.2 The Media, Entertainment and Arts Alliance agrees that no National Wage Case variations shall apply during the lifetime of this Agreement. Any Arbitrated Safety Net Adjustments or Minimum Rate Adjustments, incorporated in the Journalists (Suburban Newspapers) Award 2003 shall be absorbable.
- 35.3 Notwithstanding the above the Media, Entertainment and Arts Alliance may contact the Companies to commence discussions for a new Agreement no more than one month prior to the expiry of this Agreement.

For and on behalf of
For and on behalf of
News Group Community Newspaj

For and on behalf of
The Media, Entertainment and
Alliance

Andrew Biocca
Group Employee Relations
Manager

Christopher Warren
Federal Secretary

Date: _____

Date: _____

SCHEDULE 1 - CUMBERLAND NEWSPAPER GROUP

30. APPLICATION OF AWARD TO CUMBERLAND NEWSPAPER GROUP

The following clauses of the Award do not apply to Cumberland Newspapers Group:

- a) Clause 10.4;
- b) Clause 11 – Regular Part Time;
- c) Clause 12 – Casuals;
- d) Clause 13 – Cadets;
- e) Clause 15.3 – Visual display terminals;
- f) Clause 17.5;
- g) Clause 18 – Superannuation;
- h) Clause 19 – Hours of employment;
- i) Clause 21 – Overtime;
- j) Clause 22 – VDT breaks;
- k) Clause 23 – Annual leave;
- l) Clause 25 – Personal leave; and
- m) Schedule B.

2. RATES OF PAY

- a) The minimum weekly rates of pay for full time employees during the term of this Agreement for Cumberland Newspaper Group, including members who commenced employment at Central Coast after 1 July 2005, and excepting members employed at Manly, are as follows:

Classification	First Full period on or after 1/1/09	Full period on or after 1/1/10	1.	2.
			Courier Residual Component from 1/1/09 Frozen	Courier Residual Margin 1/1/09 Frozen
Journalist 1	\$ 801.70	\$ 825.75	-	\$38.10
Journalist 2	\$ 834.30	\$ 859.30	\$25.24	\$41.56
Journalist 3	\$ 905.85	\$ 933.00	\$28.55	\$45.18
Journalist 4	\$ 972.75	\$ 1001.95	\$43.15	\$49.15
Journalist 5	\$ 1077.85	\$ 1110.20	\$63.87	\$55.27
Journalist 6	\$ 1146.30	\$ 1180.70	\$56.08	\$58.18
Journalist 7	\$ 1289.30	\$ 1328.00	\$19.20	\$63.24
[Former Courier Journ 8]	L \$ 1289.30	\$ 1328.00	\$153.05	\$69.93
Cadet 1 st year	\$ 521.10	\$ 536.75	-	-
Cadet 2 nd year	\$ 641.35	\$ 660.60	\$3.77	-
Cadet 3 rd year	\$ 721.50	\$ 743.20	-	-

- b) The Courier Residual Component 1 above is payable to those employees who were employed as at 31 December 2008, and who were in receipt of rates of pay higher than the rates paid at Cumberland Newspaper Group (Parramatta) as at 31 December 2008. This amount is grandfathered as at 1 January 2009, is paid as a separate payment, and does not form part of base for any other purpose. If an employee in receipt of this payment is regraded, the employee will cease to receive the payment. If an employee in receipt of this payment is regraded, the employee will cease to receive the payment, provided the regrading results in the employee receiving a total wage in excess of their current wage and any residual component.
- c) The Courier Residual Component 2 above is payable to those employees who were employed as at 31 December 2008, and who were in receipt of the 5% complex area make up allowance. This amount is grandfathered as at 1 January 2009, is paid as a separate payment, and does not form part of base bay for any other purpose. If an employee in receipt of this payment is regraded, the employee will cease to receive the payment, provided the regrading results in the employee receiving a total wage in excess of their current wage and any residual component.
- d) Manly – The minimum weekly rates of pay for full time employees during the term of this Agreement for Cumberland Newspaper Group - Manly are as follows:

Classification	First Full period on after 01/01/09	First Full period on after 01/01/10
Journalist 1	\$801.70	\$825.75
Journalist 2	\$906.15	\$933.35
Journalist 3	\$1044.85	\$1076.20
Journalist 4	\$1114.15	\$1147.55
Journalist 5	\$1183.50	\$1219.00
Journalist 6	\$1288.40	\$1327.05
Journalist 7	\$1392.80	\$1434.60
Cadet 1 st year	\$ 521.10	\$ 536.75
Cadet 2 nd year	\$ 641.35	\$ 660.60
Cadet 3 rd year	\$ 721.55	\$ 743.20

- e) Grandfathered Central Coast rates – The minimum rates of pay per week during the term of this Agreement for members employed on a full time basis at the Central Coast employed as at 1 July 2005 shall be as follows:

Classification	First Full period on after 01/01/09	First Full period on after 01/01/10
Journalist 1	\$801.70	\$825.75
Journalist 2	\$897.90	\$924.85
Journalist 3	\$1031.40	\$1062.35
Journalist 4	\$1098.25	\$1131.20
Journalist 5	\$1171.10	\$1206.25
Journalist 6	\$1272.00	\$1310.15
Journalist 7	\$1381.80	\$1423.25
Cadet 1 st year	\$521.10	\$536.75
Cadet 2 nd year	\$641.40	\$660.65
Cadet 3 rd year	\$721.55	\$743.20

3. ALLOWANCES

Photographer's Tool Allowance.

- a) If a member is not provided with a photographer's set by the Company and is required to provide their own equipment, they shall receive a weekly allowance of \$60.00.
- b) A member who is a full time photographer and is required to use their own motor vehicle on a permanent basis shall be paid the following amounts:
 - i) fixed amount per week \$260.45
 - ii) per kilometre allowance 25.7 cents

4. CASUALS

- a) A "casual" means an employee who is engaged as such.
- b) The minimum grade for a casual is J2. Casual employees will be appointed at grade J2 and above, relevant to their skills and experience.
- c) Casual employees are paid the appropriate hourly rate plus 15% for ordinary time worked. This loading includes amongst other things payment for pro-rata annual leave.
- d) Casual members with at least 12 months continuous service are entitled to the same paid maternity leave provisions as provided by Company Policy to permanent employees.

5. SICK AND INCAPACITY PAY

- a) Members other than casual employees shall, subject to the production of a medical certificate or other evidence satisfactory to the Company, be entitled to five days' sick leave during the first year of service on full pay and eight days for each subsequent year.
- b) A member shall, wherever practicable, within 24 hours of the commencement of absence due to illness or injury, inform the Company of his/her inability to attend for

duty and, as far as practicable, state the nature of the illness or injury and estimated duration of the absence.

- c) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of a member may be withheld by the Company until the member completes such three months of employment, at which time the payment shall be made.
- d) A member shall not be entitled to sick leave on full pay for any period in respect of which such member is entitled to workers' compensation.
- e) If the full period of sick leave is not taken in any year the whole of any untaken portion shall be cumulative from year to year, provided that the Company shall not be bound to credit a member for sick leave which accrued more than twelve years before the end of the last completed year of service.
- f) The Company shall not terminate the employment of a member whilst that member is on paid sick leave as prescribed by this clause, provided that this provision shall not preclude the giving of prior notice of such termination during the paid sick leave period.
- g) i) Subject to clause 5.i), any member who is hospitalised whilst on annual leave, or any member who, whilst on annual leave suffers from any illness or incapacity which is of such a kind that the member would not be able to perform their normal duties if they were at work, shall be entitled to substitute annual leave.
ii) Such substitute leave may be added to annual leave or taken at some other mutually convenient time. Further, such leave shall be paid for at the rate of pay ordinarily applicable to sick leave.
- h) A member will only be entitled to substitute annual leave pursuant to subclause 5 g) if the following conditions are satisfied, namely:
 - i) the hospitalisation or period of illness or incapacity lasts for at least 2 days of the member's period of annual leave; and
 - ii) the member has sufficient full paid sick leave available; and
 - iii) a medical certificate from a fully qualified medical practitioner in respect of the whole of the period of hospitalisation, illness or incapacity is produced to the Company upon returning from annual leave.
- i) If a member is injured as a result of engaging in a particular form of recreation, hobby or exercise and takes sick leave or substitute annual leave in respect of that injury, the Company may notify the member in writing that if the member further indulges in that particular form of recreation, hobby or exercise, that no liability in the case of injury arising therefrom shall attach to the Company and thereafter the member shall not be entitled to sick leave or substitute annual leave in respect of any injury arising out of that particular form of recreation, hobby or exercise.

A general notification by circular or otherwise shall not constitute sufficient notification for the purposes of this subclause.

6. PUBLIC HOLIDAYS

- 6.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day Boxing Day and any day gazetted in substitution for any such day or as an additional public holiday for the whole of the State of New South Wales shall be public holidays for the purpose of this clause.

- 6.2 Subject to subclause 6.3, employees should be allowed off all public holidays specified in subclause 6.1 of this clause without deduction from their pay, provided that all employees, including casuals, may be required to work on any such day and shall be paid double time and one-half for all time so worked with a minimum payment for 4 hours' work.
- 6.3 An employee may, by agreement with the Company, work on a public holiday (as specified in subclause 6.1) at ordinary-time rates, provided that the employee will be given a day off in lieu of the public holiday. The day off in lieu may be taken separately at a mutually convenient time or added to annual leave.

7. ANNUAL LEAVE AND ANNUAL LEAVE LOADING

- 7.1 A member's entitlement to Annual Leave will be in accordance with the *Annual Holidays Act 1944 (NSW)*.
- 7.2 Notwithstanding the provisions of the said Act, when the annual holidays are fixed to begin on Monday and the member has worked on the preceding Sunday, the holidays shall date from the Tuesday.
- 7.3 a) All journalists, press photographers and cadets shall be paid a loading of 17½ per cent on the rates of payment prescribed in clause 2 Rates of Pay of this schedule, for the period of holiday leave prescribed by this clause.
- b) Where the employment of a member ceases either because the member is terminated by his/her Company for a cause other than misconduct or the member resigns, and at the time of termination the member has not been given and has not taken the whole of the annual leave to which the member is entitled (i.e., annual leave that is fully accrued and is due), he/she shall be paid a loading calculated according to sub clause 7.3 a) for such leave; otherwise no loading is payable on the termination of the employment of the members.
- 7.4 When a member works in excess of one hour's overtime on the day immediately preceding that on which his or her annual leave is fixed to begin, the member shall receive an extra day's annual leave.

8. CADETS

A journalist/photographer who has completed his or her cadetship shall not be classified as a J1 for longer than one year provided he or she has satisfactorily completed shorthand and other training requirements.

SCHEDULE 2 – QUEST COMMUNITY NEWSPAPERS

1. RATES OF PAY

- 1.1 The minimum weekly rates of pay for full time employees during the term of this Agreement are as follows:

Classification	First Full Pay pe on or after 01/01/0	First Full Pay pe on or after 01/01/10
Journalist 1	\$ 801.70	\$825.75
Journalist 2	\$ 834.30	\$ 859.30
Journalist 3	\$ 905.85	\$ 933.00
Journalist 4	\$ 972.75	\$ 1001.95
Journalist 5	\$ 1077.85	\$ 1110.20
Journalist 6	\$ 1146.30	\$ 1180.70
Journalist 7	\$ 1289.30	\$ 1328.00
Cadet 1 st year	\$ 521.10	\$ 536.75
Cadet 2 nd year	\$ 641.35	\$ 660.60
Cadet 3 rd year	\$ 721.50	\$ 743.20

2. ALLOWANCES

2.1 Mobile Phone Allowance

- a) Where a photographer is required to use a mobile phone for work related purposes they shall be paid an allowance of \$10.45 per week. The allowance is to be paid in compensation for all expenses associated with the use of the phone for work-related purposes.
- b) A photographer in receipt of this allowance is expected to be contactable on their Mobile Phone at all times during work hours for work related purposes.
- c) Where a member, other than a photographer, is directed and required by the Editor in Chief to have and/or use a mobile phone, the member shall be reimbursed for any reasonable expenses.

2.2 Sub-editing allowance

c) The Company shall pay the following sub-editing procedures allowance per week:

Grade	Amount
1	\$29.00
2	\$30.00
3	\$33.00
4	\$35.00
5	\$39.00
6	\$42.00
7	\$47.00

d) Provided that payment of the sub-editing allowance is subject to the following provisions:

- i) Subject to the provisions of this subclause, a member who is employed as a sub-editor, performing sub-editing procedures as set out in paragraph 2.2 b) iv) be paid the allowance prescribed in paragraph 2.2 a) hereof in addition to his or her minimum weekly rate of pay.
- ii) Provided that if a member works as a sub-editor for less than three shifts in any week, the allowance shall be paid on a per shift basis and shall be calculated as follows:
 - A) The amount specified in sub paragraph 2.2 a) for the member's grade shall be divided by 38 and multiplied by the number of hours in each shift worked as a sub-editor.
- iii) The allowance specified in this clause shall form part of the sub-editor's ordinary rate of pay for the purpose of calculating shift penalties, overtime rates, annual leave and annual leave loading.
- iv) For the purpose of this sub clause, sub-editing procedures include activating computer programs:
 - A) To prepare an electronic layout of the page or pages other than the assignment of advertisements, and/or
 - B) To perform complex area make-up, which causes headings, text, picture captions, editorial line work and editorial display devices, such as rules, borders, stipples, colour tints, panels, graphs, reverses and half tones of news items or feature articles, to be typeset in a single operation in the relative positions described for or assigned to them in an editorial layout and whether typeset as one or more areas, or a full page or pages. (This may include placing borders electronically around photographs and carrying out photographs and carrying out commands necessary to place images and editorial photographs correctly in the layout.)
- v) The allowance is not payable where the sub-editing procedures are restricted to activating standard programs which control the typesetting of material, especially tabular material, which layout does not vary unless an electronic layout has been prepared and used in the output of other newspaper pages for that edition in which the tabular material appears.

- vi) The allowance shall be payable only where a member works a full shift performing the work as set out in paragraph 2.2 b) iv) hereof. The allowance shall not be payable to a member who has ceased to perform the work set out in paragraph 2.2 b) iv) hereof.

3. ANNUAL LEAVE, CHRISTMAS AND GOOD FRIDAY

- 3.1 Annual leave entitlements are prescribed in the Award, except that in accordance with the practice as at making of this Agreement, the entitlement in clause 23.1 is 6 weeks and 3 days annual leave on full pay.
- 3.2 In the fortnights in which Christmas Day and Good Friday occurs, the ordinary hours of duty shall be reduced by eight hours. This clause supersedes clause 19.1.6 of the Award.
- 3.3 Should Christmas Day or Good Friday fall during a member's holiday, the member shall be entitled to an extra day's holiday or be paid double rates for one day. This clause supersedes 23.10 of the Award.

4. OVERTIME

- 4.1 Overtime is at the discretion of the editor and must be approved prior to the working of any overtime.
- 4.2 Members may have recorded in writing their intention to take daily overtime time off in lieu at the rate of single time. Otherwise, paid overtime or TOIL at the rate of time and one half for the first three hours and double time thereafter will apply.
- 4.3 How overtime is to be recompensed should be mutually agreed between the Company and member before it is taken.
- 4.4 Accrued time-off-in-lieu will be recorded on timesheets.
- 4.5 Time off in lieu (worked and taken) will be recorded on a weekly basis. This register will be made available to editors on a weekly basis and any member can ask for an update on their time off in lieu from the editor.
- 4.6 This clause also seeks to recognise the existing practice of flexibility in changing rostered hours upon request of a member.
 - a) This is where a member and their line manager mutually agree, at the initial request of a member, to change rostered working hours at the rate of hour for hour.
 - b) The change in rostered hours would need to be beneficial to the Company as well as the member.
 - c) The flexibility will be limited to any overtime worked to be taken within the week of it being worked so that the hours worked for that week remain at 38.
 - d) This could be extended to the next working week if the change to the roster is on the last working day of the week.

SCHEDULE 3 - LEADER COMMUNITY NEWSPAPERS

1. APPLICATION OF AWARD TO LEADER COMMUNITY NEWSPAPERS

The following clauses of the Award do not apply to members at Leader Community Newspapers:

- a) Clause 10.4 – Classification Table;
- b) Clause 11 - Part time employment;
- c) Clause 12 – Casuals;
- d) Clause 13 - Cadets;
- e) Clause 15.3 - Visual display terminal;
- f) Clause 18 – Superannuation;
- g) Clause 19 – Hours of employment;
- h) Clause 21 – Overtime;
- i) Clause 22 – VDT breaks;
- j) Clause 23 – Annual leave;
- k) Clause 25 - Personal leave; and
- l) Schedule B - Classifications

2. RATES OF PAY

The minimum weekly rates of pay for full time employees during the term of this Agreement are as follows:

Classification	First Full Pay pe on or after 01/01/09	First Full Pay pe on or after 01/01/1
Journalist 1	\$ 801.70	\$ 825.75
Journalist 2	\$ 834.30	\$ 859.30
Journalist 3	\$ 905.85	\$ 933.00
Journalist 4	\$ 972.75	\$ 1001.95
Journalist 5	\$ 1077.85	\$ 1110.20
Journalist 6	\$ 1146.30	\$ 1180.70
Journalist 7	\$ 1289.30	\$ 1328.00
Cadet 1 st year	\$ 521.10	\$ 536.75
Cadet 2 nd year	\$ 641.35	\$ 660.60
Cadet 3 rd year	\$ 721.50	\$ 743.20

3. ALLOWANCES

3.1 Special Clothing

- a) A member regularly engaged on work requiring attendance in evening attire, or in special attire, shall be paid a minimum allowance of \$323.85 per year.

4. CASUALS

4.1 Casual Engagements

- a) "A casual" means a member who is employed by the Company by the day, half-day or six-hour shift upon work of a kind similar to that usually done by members of classified staff as part of their duty.
- b) No individual casual shall be employed for more than 22.5 hours in any week except to take the place of a classified member absent from duty because of sickness or incapacity or on annual leave.
- c) A casual member may only be engaged, and may only be paid, for engagements of the following duration:
 - i) three and three quarter hours;
 - ii) seven and a half hours.
 - iii) The company may only engage casuals as a Grade 2,3,4,5 or 6 Journalist.

4.2 Pro-Rata Annual Leave

- a) Subject to the provisions herein contained, the Company shall within two months of the end of each year commencing November 1, pay the entitlement under this sub clause to any member employed as a casual under the provisions of this clause unless the casual has already been paid.
 - i) For a casual who is not engaged by the Company at the time of payment the payment shall be sent by post to the address of the casual last notified by the casual to the Company.
 - ii) For a casual member who is engaged by the Company at the time of payment the payment shall be made by electronic funds transfer direct into the member's nominated bank account.
- b)
 - i) The entitlement of a casual under this sub clause is the payment of proportionate holiday leave equal to 0.14 of the days worked.
 - ii) The payment shall be calculated on the daily casual rate operative on the last day of the year in respect of which the payment is made.
 - iii) There shall also be paid a loading of 17.5 per cent on the rate for the leave.
 - iv) A casual shall not be entitled to any payment in respect of leave under this sub clause if the casual has worked less than 20 days with the Company in the year.
 - v) For the purpose of calculating the number of days worked two half days shall count as a day.

4.3 Offer of Part time employment

- a) The Company shall offer part time employment to any casual employee in accordance with Company policy.
- b) The Company will discuss any variation to this policy prior to the implementation of a variation.

- c) If a casual employee refuses the offer of part-time employment the Company is under no obligation to make subsequent offers of part time employment to that member.

5. SICK AND INCAPACITY PAY

5.1 In each year of employment reckoned from the date of appointment to the staff classified members and cadets, while absent through illness or incapacity, shall be subject to the conditions and scales of payments set out in this clause:

5.2 Conditions:

- a) The right to incapacity pay shall be subject to the Company being satisfied that the member's absence is due to their sickness or incapacity. The Company shall be entitled to require the production of a medical certificate and/or to have a member claiming the benefits of this clause examined by a medical practitioner nominated by the Company at its expense. A member who refuses to be examined by the medical practitioner shall not be entitled to the benefits of this clause.
- b) Sickness or incapacity arising from misbehaviour, wilful contribution or lack of reasonable care shall not entitle a member to the benefits of this clause.
- c) Scale of payments not less than the following:
 - i) Up to three months of employment - one week at full pay.
 - ii) After employment for three months - first four weeks at full pay; second four weeks at half pay; third four weeks at quarter pay.
 - iii) After employment for five years - first six weeks at full pay; second six weeks at half pay and third six weeks at quarter pay.
- d) If, in any particular case, the Company is required by law to make any payment or compensation to a member who is ill, then to the extent of payment or compensation actually made, the provisions in this clause or any substituted provision shall abate.
- e) The Company shall not be obliged to make a payment to a member in any 12 months of their employment from the date of their original engagement, in respect of a period longer than that specified in this Agreement, whether the member is absent on one or more occasions.
- f) The Company shall not be liable for payment under provisions of this clause to any member absent from duty as a result of any injury received from a specific form of recreation, hobby or exercise if the Company has given specific individual notification in writing to the member that if they further indulge in that particular form of recreation, hobby or exercise, no liability in the case of injury arising there from shall attach to the Company. A general notification by circular or otherwise shall not exempt the Company from liability under this sub clause.
- g) Where a member is absent through sickness or incapacity for four days in a week those four days shall be taken to include one of their usual days off. When a member is absent through sickness or incapacity for five days in a week, those five days shall be taken to include both their usual days.

6. ANNUAL LEAVE

6.1 Entitlement

Subject to the provisions hereinafter contained, in every 52 weeks of employment and after 45 weeks and four days from the annual date of appointment to the staff, all members shall become entitled to six weeks and three days annual leave on full pay irrespective of sick leave.

6.2 Taking Leave

- a) Annual leave of six weeks and three days shall be given and taken:
 - i) in one consecutive period of six weeks and three days; or
 - ii) if the Company so desires in two periods, one of four consecutive weeks, the other of two consecutive weeks, to either of which shall be added three days; or
 - iii) if a member so requests, and the Company agrees, in any number of periods totalling six weeks and three days.
- b) Annual leave shall be given by the Company and shall be taken by the member before the expiration of 12 months from the date upon which the right to such annual leave accrues. The giving and taking of the whole or any separate period of such annual leave may be postponed if the member and the Company so agree.
- c) When a member's annual leave is fixed to begin on a Monday, and the member has worked on the preceding Sunday, the annual leave shall date from the Tuesday.

6.3 Payment of Annual Leave

- a) Payment for periods of leave given and taken shall be made in advance.
- b) The annual leave prescribed in sub-clause 6.1 shall be allowed and shall be taken and payment shall not be made or accepted in lieu thereof.
- c) If the member and Leader so agree, the annual leave or any separate periods thereof may be taken wholly or partly in advance before the member has become entitled to the annual leave.
- d) Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of service in respect of which the annual leave or part has been so taken.
- e) Should Christmas Day or Good Friday fall during a member's annual leave, the member shall be allowed an extra day's annual leave or be paid double rates for one day.

6.4 Leave on Termination

- a) If a member resigns or is dismissed before the completion of 45 weeks and four days of employment, the member shall be entitled to payment for proportionate leave at the rate of six weeks, and three days annual leave for 45 weeks and four days employment.

- b) Subject to the provisions hereinafter contained, a member, who is entitled to annual leave in accordance with the provisions of this clause, shall be paid a loading of 17.5 per cent for the period of annual leave calculated on his or her rate of pay under clause 2, Rates of Pay of this schedule.
- c) The additional allowances prescribed by clause 3 Allowances of this schedule and clause 16 of this Agreement, and clause 17 shift penalties shall not be taken into account when calculating the loading prescribed by this sub-clause.
- d) The loading shall apply to proportionate leave on termination of employment.

6.5 Cancelling Leave

- a) If Leader finds it necessary to cancel or alter the date of annual leave, the time of which has already been notified to a member and such member can show that, through such cancellation or alteration, he or she has actually lost payments reasonably made by him or her, and in respect of which the member has retained no benefit, Leader shall reimburse the member for such loss.

SCHEDULE 4 - MESSENGER COMMUNITY NEWSPAPERS

1. APPLICATION OF AWARD TO MESSENGER NEWSPAPERS

The following clauses of the Award shall not apply to members at Messenger Newspapers:

- a) Clause 10.4
- b) Clause 11 – Part time Employment;
- c) Clause 12 – Casuals;
- d) Clause 13 - Cadets;
- e) Clause 15.3 - Visual display terminal;
- f) Clause 18 – Superannuation;
- g) Clause 19 – Hours of employment;
- h) Clause 21 – Overtime;
- i) Clause 22 – VDT breaks;
- j) Clause 23 - Annual leave;
- k) Clause 25 - Personal leave;
- l) Schedule B.

2. RATES OF PAY

The minimum weekly rates of pay for full time employees during the term of this Agreement are as follows:

Classification	First Full Pay pe on or after 01/01/09	First Full Pay perio or after 01/01/10
Journalist 1	\$ 801.70	\$ 825.75
Journalist 2	\$ 834.30	\$ 859.30
Journalist 3	\$ 905.85	\$ 933.00
Journalist 4	\$ 972.75	\$ 1001.95
Journalist 5	\$ 1077.85	\$ 1110.20
Journalist 6	\$ 1146.30	\$ 1180.70
Journalist 7	\$ 1289.30	\$ 1328.00
Cadet 1 st year	\$ 521.10	\$ 536.75
Cadet 2 nd year	\$ 641.35	\$ 660.60
Cadet 3 rd year	\$ 721.50	\$ 743.20

3. ALLOWANCES

3.1 Special Clothing

- a) A member engaged on work requiring attendance in evening dress shall be provided with reasonable transport facilities.
- b) A member is engaged on work requiring attendance in evening dress, or in a special dress, shall be reimbursed the cost of laundering such an item.

- 3.2 Mobile phone allowance for photographers
- a) Where a photographer is required, as a condition of employment, to own a mobile phone, the Company shall pay to the photographer a weekly allowance of \$10.45.
- 3.3 Council Meetings
- a) Where a member reporter is reporting on Council meetings at Council chambers that go beyond 8.30pm, the reporter will be paid a Council Attendance Payment of \$11.30. As part of this Agreement, current practices in relation to penalties and overtime regarding Council meetings will continue to apply.

4. CASUALS

- 4.1
- a) A "casual" means a member who is employed temporarily by the day or half-day upon work of a kind similar to that usually done by members of the classified staff as part of their duty.
 - b) No individual casual shall be employed for more than twenty-four hours in any week, except to take the place of a classified member absent from duty because of sickness or incapacity or on holiday leave.
- 4.2 The minimum rates of payment for casual work shall, except as otherwise provided, be the following percentages of the rate agreed by the parties:
- a) 20 per cent for a day of 7.5 hours;
 - b) 12.5 per cent for a half day of 3.75 hours.
- 4.3 A casual who performs duty on a day of 7.5 hours or on a half day of 3.75 hours any part of which falls between times of 6.00 a.m. and 7.00 a.m. or between the hours of 6.00 p.m. and 8.30 p.m. shall be paid an additional amount, namely 2 per cent of the agreed rate in the case of a day of eight hours and 1 per cent of the agreed rate in the case of a half day of four hours.
- 4.4 A casual who performs duty on a day of 7.5 hours or on a half day of 3.75 hours any part of which falls between the hours of 8.30 p.m. and 6.00 a.m. shall be paid an additional amount namely 3.5 per cent of the agreed rate in the case of a day of eight hours and 1.75 per cent of the agreed rate in the case of a half day of four hours.
- 4.5 The additional amounts provided for in clauses 4.3 and 4.4 of this Schedule are not cumulative and where any casual work attracts both amounts the greater amount only shall be paid.
- 4.6 In calculating a payment under this clause amounts up to and including 5 cents shall be disregarded and amounts over 5 cents shall count as 10 cents.

5. SICK AND INCAPACITY PAY

- 5.1 A member shall, in every year of employment, be paid weekly while absent through illness or incapacity arising from any cause except improper conduct (upon production of a medical certificate if required for absence exceeding three days) at not less than the following scale:
- a) Up to six months, one week at full pay.
 - b) After six months, the first four weeks at full pay, the second four weeks at half pay, and the third four weeks at quarter pay.
 - c) After two years, the first six weeks at full pay, the second six weeks at half pay, and the following six weeks at quarter pay.

- 5.2 If in any particular case the Company is required by law to make any payment or compensation to a member who is ill, then to the extent of the payment of compensation actually made under the provisions of this clause or any substituted provisions shall abate.
- 5.3 For the purpose of this clause the period or periods absent in twelve months shall be regarded as cumulative and not as applying to separate illnesses or incapacity that may occur during the course of twelve months.
- 5.4 The Company shall not be liable for payment under the provisions of this clause to any of the said members, who are absent from duty as a result of injury received from a specific form of recreation, hobby or exercise if the Company has given specific individual notification in writing to a member that if that member further indulges in that particular form of recreation, hobby or exercise, no liability in the case of the injury arising therefrom shall attach to the Company. A general notification by circular or otherwise shall not exempt the Company from liability under this clause.
- 5.5 A member who, as a result of illness or incapacity coming within the conditions of this clause, is hospitalised during annual leave for a day or days which would have been ordinary working days if the member were not on leave, or a member with not less than five years' service who, as a result of illness or incapacity within the conditions of this clause, is unfit during annual leave to perform the member's normal duties for not less than five consecutive days which would have been ordinary working days if the member were not on leave and furnishes a satisfactory certificate from a qualified medical practitioner to that effect, shall be entitled to be given and to take substitute leave for a period equivalent to such ordinary working days at a time convenient to the member and to the Company.

Leave under this clause shall be subject to the member having, at the time of such illness or injury, an adequate entitlement to full pay sick leave under this clause and shall be deducted from sick leave and paid at the rate for sick leave as provided in this clause.

6. PUBLIC HOLIDAYS

- 6.1 All journalist and photographer members shall be entitled to the following public holidays without deduction of pay - the days observed as Christmas Day and Good Friday.
- 6.2 Journalist and photographer members who are not ordinarily rostered to work on the following days shall be entitled to them without reduction of pay as additional public holidays - the days observed as New Year's Day, Australia Day, Easter Monday, Anzac Day, Cup Day, Queen's Birthday, Labor Day and Proclamation Day.
- 6.3 Journalist or photographer members called upon to work on any public holiday to which they are entitled by virtue of clause 6.1 shall be paid at the rate of double time for work done on such day with a minimum payment of four hours work.

7. ANNUAL LEAVE

- 7.1 Subject to the following provisions, all journalist and photographer members employed under this Agreement shall in every fifty-two weeks of employment be entitled to four weeks holiday leave and ten public holidays as defined in clause 6.1 and 6.2.

- 7.2 Where any public holiday for which the member is entitled occurs during any period of holiday leave taken under this clause, the period of leave shall be increased by one day in respect of that holiday.
- 7.3 The annual leave shall be given and taken in consecutive weeks, or if the Company so directs and the member so agrees, in two periods.
- 7.4 Members granted some, but not all public holidays including any specially proclaimed or gazetted holidays for special occasions shall have such public holiday not taken added to their annual leave entitlement.
- 7.5 Subject to the following provisions a member who is entitled to annual leave in accordance with clause 7.1 shall be paid a loading of 17.5 per cent calculated on the Award rates of payment prescribed in clause 2 rates of pay of this schedule.
- 7.6 The annual leave prescribed in clause 7.1 shall be allowed and shall be taken and payment shall not be made or accepted in lieu.
- 7.7 Members who leave their employment whether of their own accord or because they are dismissed shall be entitled to payment of a loading of 17.5 per cent on the payment for each week of leave or part thereof of which they are entitled. The additional allowances prescribed by clause 17 Shift Penalties shall not be taken into account when calculating the loading prescribed by this clause.