

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/65

TITLE: Newcastle Newspapers Pty Limited Quality Centre Enterprise Agreement, 1999

I.R.C. NO: 2000/247

**DATE APPROVED/COMMENCEMENT: Approved 9 February 2000 and commenced
4 February 2000**

TERM: 30 June 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 31 March 2000

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employees engaged in the Quality Centre

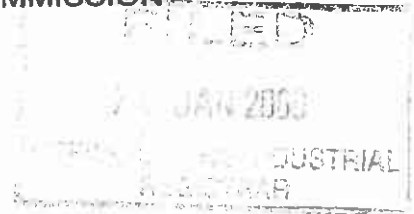
**PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New
South Wales Branch -&- Newcastle Newspapers**



AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1996

State Enterprise Agreement



Newcastle Newspapers Pty Limited A.C.N. 000 003 967

and

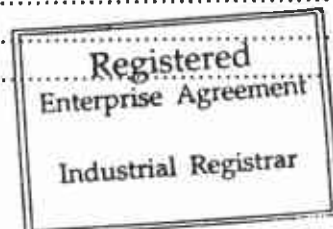
Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

1. TITLE

This Agreement shall be known as the **NEWCASTLE NEWSPAPERS PTY LIMITED QUALITY CENTRE ENTERPRISE AGREEMENT, 1999.**

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Part 1 - FORMALITIES

3. PARTIES AND COVERAGE

The Agreement is made between Newcastle Newspapers Pty Ltd A.C.N. [000 003 967] ("Newcastle Newspapers Pty Ltd"), its Quality Centre employees, and The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

4. DURATION

This Agreement shall operate from ^{4th FEBRUARY 2000} the date of registration by the NSW Industrial Relations Commission until 30 June 2001.

5. CONTINUOUS DEVELOPMENT OF AGREEMENT

The Agreement shall be subject to continuous examination by Newcastle Newspapers Pty Ltd and its employees during its term. It is a dynamic, continually developing document, which establishes the structures to address continuous improvements in skills, productivity and efficiency. Accordingly, this Agreement shall facilitate the continuous change processes contained within the Agreement.

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PART 2 – AN ORGANISATION DEDICATED TO EXCELLENCE

6. NEWCASTLE NEWSPAPERS PTY LIMITED VISION STATEMENT

Newcastle Newspapers Pty Ltd is a Learning Enterprise, a dynamic organisation, dedicated to continuous learning and change.

Its vision is one of quality, timeliness, credibility and success, the foundation of which is the relationship between Newcastle Newspapers Pty Ltd and its employees. This relationship requires trust, communication, consultation and participation by and between the parties.

To achieve this vision, Newcastle Newspapers Pty Ltd will aim to produce all publications in such a way that all employees are proud to be part of the process;

- (a) To produce publications of quality
- (b) To obtain through the consultative process security of production to ensure the continuity of delivery;
- (c) To create a learning environment where employees are encouraged to continuously learn, create, and share in the development of new skills, information and knowledge.

7. COMMITMENT

- (a) The parties recognise that the services provided by Newcastle Newspapers Pty Ltd will be enhanced by teamwork, participation, trust, devolved responsibilities and a shared vision of the future.
- (b) The parties will work together to develop a committed, flexible and highly skilled workforce that is focused on customer service and productivity. They will work together to develop a work culture which supports these goals while providing a work environment which is mutually rewarding to Newcastle Newspapers Pty Ltd and its employees.
- (c) The parties agree that to achieve increases in efficiency, productivity and ongoing continuous improvement, commitment to training and skill development is required. Accordingly, the parties agree to work toward the development of appropriate strategies to achieve the outcomes outlined in **Clause 6** and to remove the barriers to the utilisation of skills required.
- (d) The parties will seek to:-
 - (i) **Improve** the efficiency and effectiveness of the Enterprise;
 - (ii) **Provide** a high quality consistent and seamless service for the benefit of customers;

- (iii) **Develop** a workforce with the skills to enable the Enterprise to provide such service;
- (iv) **Improve** work organisation, quality, safety and any other areas which will enhance the quality of the service provided to customers and the efficiency of the enterprise;
- (v) **Promote** a multi-disciplinary and multi-occupational team approach to the delivery of services;
- (vi) **Share** responsibilities and break down artificial barriers in the workplace, creating a total flexibility in the performance of duties within an employee's skill, competency and training;
- (vii) **Develop** a forward thinking focus designed to deal with ongoing change comfortably and effectively; and
- (viii) **Encourage** a culture of reward for achievement in the Enterprise.

8. CONSULTATION AND PARTICIPATION

Newcastle Newspapers Pty Ltd and its employees shall:

- (a) monitor organisational performance against established benchmarks;
- (b) identify learning needs according to organisational goals and make recommendations for the development of learning programs to accommodate those needs;
- (c) oversee production and rectify through co-operation and consultation with employees and the union representatives any problems that may arise;
- (d) discuss circumstances where Newcastle Newspapers Pty Ltd is planning to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, and discuss proposed changes with input from employees.



9. COMMUNICATION

In line with our objectives of consultation and co-operation on matters of mutual interest and concern, including all matters mentioned in **Clause 8** of this agreement, the following channels of communication shall be utilised:

- (a) Regular Team Briefings
- (b) News Bulletins
- (c) Notice Boards
- (d) Display of Key Performance Indicators and progress towards achievements.
- (e) Regular review of business performance.
- (f) Staff meetings, seminars and conferences.

10. LEARNING AND DEVELOPMENT

The parties to this Agreement have identified the need to develop highly skilled employees. To achieve this, a career development program will be designed to:

- (a) encourage acquisition of increased skill level;
- (b) provide maximum multi skilling within the teams.



PART 3 – WORK ORGANISATION

11. TEAMS

Work at Newcastle Newspapers Pty Ltd is carried out by teams to achieve key performance goals. Team members will contribute equally to the decision making process.

12. DEMARCATION

Work can be undertaken by anyone at Newcastle Newspapers Pty Ltd provided they are competent to perform it, and it is performed in a legal, logical and safe manner.

13. FLEXIBILITY

- (a) In the context of the parties' commitment to provide quality services, to share responsibilities and to develop the skills of the workforce as outlined in **Clause 7** Newcastle Newspapers Pty Ltd may request an employee to carry out duties within the limits of the employee's skills competence and training, provided that those duties are not designed to promote deskilling and complying with statutory and legislative requirements.
- (b) Any direction issued by Newcastle Newspapers Pty Ltd shall be consistent with Newcastle Newspapers Pty Ltd's responsibility to provide a safe and healthy work environment.

14. HOURS OF WORK

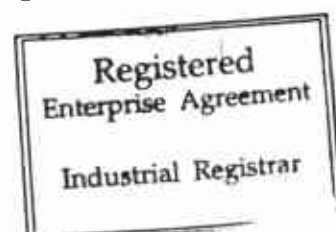
Full-time employees will be expected to work 40 flexible hours per week.

15. LIEU TIME

Any time worked in excess of forty (40) hours per week shall be taken as lieu time by agreement between Newcastle Newspapers Pty Ltd and employees.

16. ROSTERS

- (a) Employees may be required to work day and afternoon / night shifts on any day of the year.
- (b) Rosters shall be developed between the Quality Centre team members.
- (c) changes to rosters will be notified seven (7) days before the start of the shift, or by a lesser notice period by mutual Agreement between the Manager and the employees.



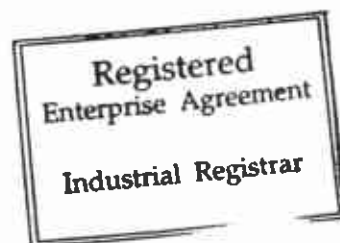
- (d) The rosters shall be developed upon the following criteria:
- (i) Employees shall not be rostered to work more than 40 hours any one-week unless mutually agreed between the Production Manager and the employee.
 - (ii) Employees shall not work more than 12 hours in any one shift unless mutually agreed between the Production Manager and the employee subject to OH&S issues being satisfied and production requirements being met.
 - (iii) Employees shall be required to start work only once on any one day unless mutually agreed between the Production Manager and the employee.
 - (iv) There shall be not less than 10 hours break between the finish of one day's work and the start of the next day's work unless mutually agreed between the Production Manager and the employee.
 - (v) Hours may be required to be worked, in case of a production emergency, which may be outside those prescribed in the roster. Any such hours will be mutually agreed between the Production Manager and the employee.

17. MEAL BREAKS

- (a) Employees shall be entitled to thirty (30) minutes break within the first five (5) hours of work and every 5 hours thereafter. These breaks will be staggered and will not affect production.
- (b) Meal breaks shall be taken at times mutually agreed between the employee and the Production Manager and may be taken prior to, or by mutual agreement after, the five (5) hour limitation. Meal breaks shall be credited as time worked.

18. OCCUPATIONAL HEALTH AND SAFETY

- (a) Newcastle Newspapers Pty Ltd and its employees shall provide a safe working environment.
- (b) Both Newcastle Newspapers Pty Ltd and its employees have a responsibility for the maintenance of a safe, healthy workplace.
- (c) An occupational health and safety committee shall be established in accordance with the *Occupational Health and Safety Act 1983* (NSW).
- (d) The committee shall meet regularly to discuss and monitor matters pertaining to occupational health and safety.



- (e) The committee shall take appropriate actions and make recommendations to management regarding occupational health and safety issues.

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PART 4 – LEVELS OF SKILL AND REMUNERATION

19. METHOD OF REMUNERATION

- (a) Salaries shall be paid weekly by electronic funds transfer to a bank or building society account nominated by employees.
- (b) At the time of payment the employee will be issued with a record of payment showing all details of earnings and deductions, including superannuation contributions.

20. SUPERANNUATION

Superannuation will be paid in accordance with the superannuation guarantee. Both employee and Newcastle Newspapers Pty Ltd contributions to an approved Superannuation Fund and the Superannuation Guarantee Charge shall be based on the annual salary. Subject to relevant law both employee and Newcastle Newspapers Pty Ltd contributions will be paid to a suitable fund.



21. REMUNERATION

- (a) The following table displays the relative wage rates for all employees. These relativities are based on a Team Member's weekly wage.

The components of the annualised salary are then added as below:

Daily Base Rate	\$20.1278 per hour
Weekly Base Rate	\$764.86 x 46 = \$35,183.40
Weekly Base Rate is \$764.86 x 46 (weeks per year)	
Shift Penalty	\$133.85 x 46 = \$6,157.10
Weekly Shift Penalty is \$764.86 x 17.5%	
Weekend Penalty	\$80.51 x 23 = \$1,851.76
Weekly Weekend Penalty is \$20.13 @ 50% x 8 hours = \$80.51	
RDO Buyback	\$35.48 x 2 = \$ 70.95
	\$70.95 x 46 = \$3,263.73

2 hours per week @ 1.5 time. The calculation is base rate plus shift penalty of 17.5%. Then for 46 weeks.

Annual Leave \$835.81 x 6 = **\$5,014.84**
The calculation is base rate plus RDO buyback for 6 weeks annual leave.

Annual Leave Loading \$5,014.84 x 17.5% = **\$877.60**
Annual Leave Loading is 17.5% of annual leave.

Lieu Days \$189.20 x 7 = **\$1,324.41**
7 lieu days. The calculation is base rate plus shift penalty.

Super Mac Rate \$20 x 52 = **\$1,040.00**

QCC Staff Annual Salary = \$54,712.82

This salary is used to calculate all other salaries.



- (b) The QCC staff's annual salary shall be increased during the term of the Agreement from the first pay period to commence on or after the first anniversary of the certification of the Agreement by an amount of 1.5%

22. CASUAL EMPLOYEES

- (a) A casual employee is an employee who has:
- (i) remuneration calculated hourly.
 - (ii) worked less than thirty-eight (38) hours per week on a regular basis.
 - (iii) Entitlements to a half hour paid meal break after each five (5) hours of work.
- (b) Casual QCC Staff shall be calculated at the annualised rate for a QCC Staff as described in **Clause 22**, expressed as an hourly rate + 20% Casual loading.

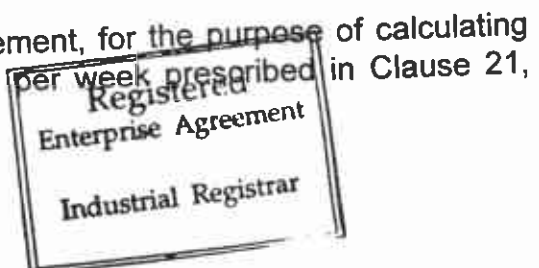
23. PART-TIME EMPLOYEES

- (a) Newcastle Newspapers Pty Ltd may employ part-time employees in any classification in this Agreement.
- (b) A part-time employee is an employee who:
- (i) works less than full-time hours of 38 hours per week; and
 - (ii) has regular and continuous employment.
- (c) Part-time employees shall be rostered for a minimum of four consecutive hours on any day or shift.
- (d) Part-time employees employed under the provisions of this clause shall receive pro rata rates of pay at the rate of $1/38^{\text{th}}$ of the weekly rate and pro rata conditions of employment.

24. SALARY SACRIFICE

This clause pertains to the Employee Share Plan.

- (a) Despite any other provisions of this Agreement, for the purpose of calculating ordinary time earnings, the rate of pay per week prescribed in Clause 21,



shall be reduced by the amount which an employee elects, by notice in writing to the Company, to sacrifice in order to enable the company to make a salary sacrifice/contribution for the benefit of the employee.

- (b) For an employee's application to be valid the employee must complete an application form provided by the company. Further, there must be agreement by the company and the employee, so as to process this application.
- (c) The reduced rate of pay and the salary sacrifice contributions provided for in this clause shall apply for periods of annual leave, long service leave, and other periods of paid leave.
- (d) All other award payments, including payments on termination, calculated by reference to the employee's rate of pay shall be calculated by reference to the rate of pay per week specified for the employee in Clause 21.
- (e) Unless otherwise agreed by the company, an employee may revoke or vary his or her election once in each twelve months. Not less than one month's written notice shall be given by an employee of revocation or variation of the employee's application.
- (f) The continuation of this Salary Sacrifice Agreement is subject to the Company not incurring any consequential or additional costs in association with its operation. Should changes occur in Tax law or practice such that the Company incurs a cost or expense under or in respect of this agreement, it shall immediately cease to apply on the company giving notice. Similarly, if tax or other changes occur which affect the employee's salary sacrifice, they may, upon one month's notice in writing, elect out of the Salary Sacrifice Agreement.
- (g) If there are any outstanding monies in relation to the Salary Sacrifice Agreement, owed to the company at the time of termination, the company has the right to deduct these monies from the employees termination payment.
- (h) The Company shall not use any superannuation contribution made in accordance with an employee's application to meet its minimum employer obligation under the Superannuation Guarantee Administration Act 1992 (Cth) or any legislation which succeeds or replaces it.



PART 5 – LEAVE ENTITLEMENTS

25. ANNUAL LEAVE

- (a) Full-time employees are entitled to six (6) weeks annual leave inclusive of gazetted public holidays for each continuous 12 months service with Newcastle Newspapers Pty Ltd.
- (b) Annual leave shall be rostered by Newcastle Newspapers Pty Ltd in consultation with the employees. Annual leave shall be taken within the year of accrual wherever possible.
- (c) On termination of employment an employee will be paid all accrued annual leave.
- (d) Annual leave loading shall not be paid separately as it has been incorporated in the annual salary.

26. LONG SERVICE LEAVE

The *Long Service Leave Act 1955 (NSW)*, as amended, shall apply and entitlements shall be paid on the annualised salary.

27. PARENTAL LEAVE

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.

27.1 Maternity Leave

- (a) Staff who have worked on a permanent part-time or full-time basis for a minimum period of 12 continuous months before the expected date of their child's birth are entitled to 52 weeks maternity leave, six of which are maternity leave with full pay and 46 weeks maternity leave without pay.
- (b) Staff must take at least six weeks leave after the child's birth. This six-week period of paid leave must include the expected date of the child's birth.
- (c) Other forms of leave, such as annual leave and long-service leave accruals may be taken in conjunction with maternity leave to reduce the period of maternity leave without pay, provided the total absence before and after the birth is not longer than 52 weeks.



27.2 Paternity Leave

Staff who have worked on a permanent part-time or full-time basis for a minimum period of 12 continuous months before the expected date of their child's birth are entitled to 52 weeks paternity leave, six of which are paternity leave with full-pay and 46 weeks paternity leave without pay. Staff may take one weeks paid paternity leave at the time of their child's birth, however, to be eligible for the balance of five weeks paid paternity leave, they must be the child's primary care-giver at the time of this leave.

27.3 Adoption leave

- (a) Adoption leave is available when staff adopt a child who is not their own or their partner's child or step-child.
- (b) When staff have worked on a permanent part-time or full-time basis for a minimum period of 12 continuous months before the expected adoption date they are entitled to 52 weeks adoption leave, six of which are adoption leave with full-pay and 46 weeks adoption leave without pay.

28. PERSONAL LEAVE

28.1 Amount of paid personal leave

- (a) Paid personal leave is available to an employee when he or she is absent due to:
 - personal illness or injury (sick leave); or
 - for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
 - because of bereavement on the death of an immediate family or household member (bereavement leave).
- (b) Personal leave of:
 - (i) 8 days will be available in the first year of service; or
 - (ii) 11 days will be available per annum in the second and subsequent years of service.
- (c) In any year unused personal leave accrues by:



- (i) the balance of the year's unused personal leave cumulative to five (5) years.

28.2 Immediate family or household

- (a) The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:
 - (i) member of the employee's immediate family; or
 - (ii) a member of the employee's household.
 - (iii) For each day of personal leave taken, the employees personal leave balance will be reduced by one (1) day.
- (b) Those people covered by the concept of family and household are broadly interpreted, including their own or their partners, as:
 - (i) Parent, brother, sister or child
 - (ii) Step/Foster parent, brother, sister or child
 - (iii) Grand Parent, Great Grand Parent or Grand Child.

28.3 Sick leave

(a) Definition

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

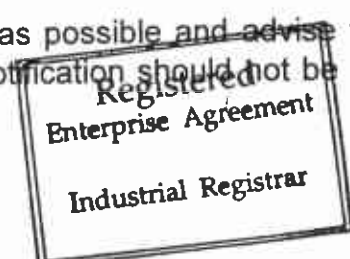
(b) Entitlement

- (i) an employee is entitled to use up to 5 days of the current year's personal leave entitlement as sick leave in the first year of service and 8 days in the second and subsequent years of service; and
- (ii) accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.
- (iii) For each day of sick leave, the employee's sick leave balance will be reduced by 1 day.

(c) Employee must give notice

To qualify for sick leave, employees must:

- (i) notify his/her supervisor as soon as possible and advise that he/she will be absent from work. This notification should not be less than 1



hour before commencing time of shift and must be not later than one half hour after normal commencing time. The employee should also give the reason and expected duration of the absence.

- (ii) Production of a medical certificate shall be required for any period of sickness, which continues for more than one day.

(d) **Evidence supporting claim**

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

(e) **The effect of workers' compensation**

If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

28.4 Bereavement leave

(a) **Paid leave entitlement**

An employee other than a casual is entitled to use up to three days personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies.

(b) **Unpaid leave entitlement**

Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to up to two days unpaid bereavement leave.

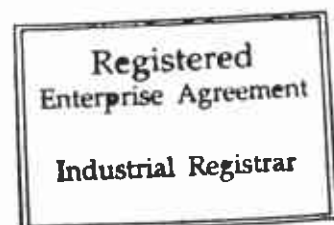
(c) **Evidence supporting claim**

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

28.5 Carer's leave

(a) **Paid leave entitlement**

An employee other than a casual is entitled to use up to 5 days personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.



(b) Notice required

- (i) before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- (ii) the notice must include:
- the name of the person requiring care and support and his or her relationship to the employee;
 - the reasons for taking such leave; and
 - the estimated length of absence.
- (iii) if it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

(c) Evidence supporting claim

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

(d) Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer.

29. JURY SERVICE

- (a) Employees required to attend Jury duty shall receive their normal weekly salary. When an employee is required to attend Jury duty the employee shall inform the employer promptly of the pending absence.
- (b) Should an employee be required to attend Jury service any allowances made shall be paid to Newcastle Newspapers Pty Ltd.



30. REDUNDANCY

In the event that employment is terminated by the Company by redundancy, employees will be paid a redundancy payment calculated at the rate of four (4) weeks gross salary for each completed year of service plus pro rata payment for any services less than a completed year.



PART 6 – GRIEVANCE SETTLEMENT

31. GRIEVANCE SETTLEMENT PROCEDURE

- (a) It would be beneficial to both employees and Newcastle Newspapers Pty Ltd if issues affecting employees are effectively dealt with informally between the employee or group with the concern and the Production Manager in an environment of mutual trust, co-operation and confidence. The most effective procedure is for the responsibility for resolution to remain as close to the source of the dispute as possible.
- (b) In the event of a dispute occurring the status quo shall continue. The employee shall first discuss the matter with the Manager.

If the matter is not resolved within a reasonable time it shall be referred to Human Resources and other senior representatives of Newcastle Newspapers Pty Ltd.

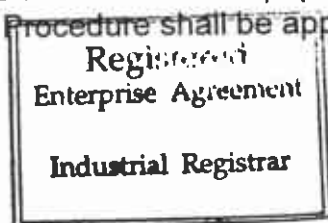
At any time in the grievance settlement procedure, the employee may seek the assistance of a representative from a union, party to this agreement.

If the matter is not resolved within a reasonable time it shall be referred to the Industrial Relations Commission of NSW

During the grievance procedure, Newcastle Newspapers Pty Ltd and its employees shall not undertake industrial action against the other party, in relation to the grievance. Production shall continue as normal until a resolution is reached.

32. TERMINATION OF EMPLOYMENT

- (a) The employment of a full-time or part-time employee may be terminated by two weeks' notice on either side or such other period as prescribed by the Industrial Relations Act (NSW) 1996 or by the payment or the forfeiture, as the case may be, of two week's wages or any other monies due to the employee under the employment contract where the employee fails to provide to the company notice as set out in this clause. Such notice may be given on any day of the month to take effect one month after the day on which it is given. This shall not affect the right of Newcastle Newspapers Pty Ltd to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct (in all of which cases wages shall be paid up to the time of dismissal only). Newcastle Newspapers Pty Ltd shall also have the right to deduct wages for any time the employee cannot be usefully employed because of any strikes or any stoppage of work for any cause for which Newcastle Newspapers Pty Ltd cannot be held responsible.
- (b) In circumstances where an employee's work conduct or performance is found to be not of the required standard the Newcastle Newspapers Pty Ltd Work Conduct and Performance Policy and Procedure shall be applied.



- (c) This procedure shall ensure that all employees are treated fairly.
- (d) The policy shall consist of:
 - (i) Verbal warnings; an employee may have more than one verbal warning. This shall be discretionary.
 - (ii) First written warning;
 - (iii) Final written warning;
 - (iv) Termination.
- (e) Employees shall be given a right of reply in all circumstances requiring the use of the policy.
- (f) Newcastle Newspapers Pty Ltd shall have the right to dismiss an employee without notice for refusal of duty, willful and serious neglect of duty, disobedience of instructions or orders or misconduct and in such cases, the salary shall be payable up to the time of dismissal.

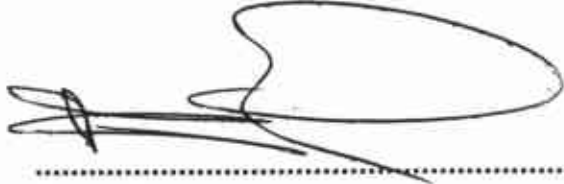
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SIGNATORIES

This Agreement is made on this the 23 day of December 1999.

Signed for and on behalf of
Newcastle Newspapers Pty Ltd

In the presence of


Signed

Brian Evans

Lucinda Gemmell
Name in Block Letters

Signed for and on behalf of
the Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union,
New South Wales Branch

In the presence of


Paul Bastian
State Secretary
Signed

George Maniatis
Name in Block Letters

