

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/7

**TITLE: Newcastle Newspapers Pty Limited Advertising
Production Team Enterprise Agreement 2001**

I.R.C. NO: IRC2/6888

DATE APPROVED/COMMENCEMENT: Approved 20 December 2002 and commenced 4 December 2002

TERM: 1 June 2004 (18 months)

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 February 2003

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Newcastle Newspapers Pty Limited, who fall within the coverage of the Printing Industries (State) Award

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

NEWCASTLE NEWSPAPERS PTY LIMITED ADVERTISING PRODUCTION TEAM ENTERPRISE AGREEMENT 2001

1. Title

This Agreement shall be known as the NEWCASTLE NEWSPAPERS PTY LIMITED ADVERTISING PRODUCTION TEAM ENTERPRISE AGREEMENT 2001.

2. Arrangement

1. Title
2. Arrangement
3. Application
5. Relationship to the Award
6. Objectives of Agreement
7. Classifications and Rates of Pay
8. Hours of Work
9. Shift Definitions and Allowances
10. Higher Paid Shifts
11. Meal Break
12. Meal Allowance
13. Overtime
14. Weekend Penalty Rates
15. Shift Break
16. Health Breaks
17. Annual Leave
18. Public Holidays
19. Parental Leave
 - 19.1 Definitions
 - 19.2 Basic Entitlement
 - 19.3 Maternity Leave
 - 19.4 Paternity Leave
 - 19.5 Adoption Leave
 - 19.6 Variation of Period of Parental Leave
 - 19.7 Parental Leave And Other Entitlements
 - 19.8 Transfer to a Safe Job
 - 19.9 Returning to Work after a Period of Parental Leave
 - 19.10 Replacement Employees
20. Personal Leave
 - 20.1 Amount of Paid Personal Leave
 - 20.2 Immediate Family or Household
 - 20.3 Sick Leave
 - 20.4 Bereavement Leave
 - 20.5 Carer's Leave
21. Long Service Leave
22. Workers Compensation
23. Jury Duty
24. Superannuation
26. Trade Union Training
27. Termination of Employment
28. Redundancy
29. Dispute Settling Procedure
30. No Extra Claims
31. Declaration
32. Commencement and Period of Operation Attachments

SCHEDULE 1

3. Application

The terms and conditions of this Agreement replace in total the terms and conditions of Industrial Award No. IRC472 of 1998 between Newcastle Newspapers Pty Limited and the Australian Manufacturing Workers Union: Printing Division New South Wales Branch which would otherwise govern the employment relationship within the Company in respect of those of its Employees whose classifications of work are set out in clause 7 herein and have their wages and conditions of employment regulated by the Printing Industries (State) Award.

4. Parties Bound

This Agreement shall be binding on:

- (a) the Company; and
- (b) the Employees covered by this Agreement

5. Relationship to the Award

This Agreement shall be interpreted and applied in conjunction with the Award as varied from time to time provided that the terms of this Agreement shall prevail over the terms of the Award (as varied) with respect to any inconsistency.

6. Objectives of Agreement

The objectives of this Agreement are to:

- (a) provide employment arrangements which enable and encourage the Employees to work efficiently and effectively with the aim of achieving excellence; and to
- (b) encourage mutually beneficial communications regarding employment matters between the Company and Employees covered by the Agreement.
- (c) the Agreement is developed to support the Company's business objective of becoming the dominant regional newspaper company in news gathering and advertising.
- (d) continuously develop skill levels and more efficient work practices that will enhance the efficiency, flexibility and productivity of the Company's production workforce.

7. Classifications and Rates of Pay

- (A) Advertising Production Team

Job Classification	Wage
Advertising Production Team (APT)	(i) \$ 836.15 per week (inclusive of 4% increase at 1 June 2001).
	(ii) \$852.85 per week (inclusive of 2% increase at 1 June 2002) and \$869.90 per week (inclusive of 2% increase at 1 December 2002).
	(iii) \$887.30 per week (inclusive of 2% increase at 1 June 2003) and \$905.05 per week (inclusive of 2% increase at 1 December 2003).

(B) Definitions

(i) Advertising Production Team

Means an employee who would normally perform work that requires skills commensurate to the attainment of proficiency in composition, graphic reproduction, graphic design and who develops and performs skills beyond their existing skills base within the Advertising trade.

These employees would perform one or a combination of all job functions within the Advertising Production area and would be limited only by individual skill levels.

(C) Categories of employment

(i) Employees may be offered employment in any one of the following categories:

- a) full time permanent employment
- b) permanent part-time employment
- c) casual employment
- d) trainees and apprentices

(ii) Probationary Employment:

Any new employee has to satisfactorily complete a probationary period of 3 months. A new employee may be terminated during the probationary period for poor performance with one week's notice (or payment in lieu thereof) being given by the Company.

(D) Part-time Employees

- (i) A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by full time employees, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- (ii) Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38.
- (iii) The provisions of this Award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, parental leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by a full time employee.
- (iv) Notwithstanding the provisions of this clause, the Company and an employee may agree in writing, to observe other conditions in order to meet its own requirements.

(E) Casual Employees

- (i) The Union acknowledges the right of the Company to employ casuals in production.
- (ii) The casual rates prescribed in this Agreement shall be paid to any person employed for a period of less than two consecutive weeks. After the expiration of this period the employer shall have the option of:
 - (a) paying casual rates; or
 - (b) paying the appropriate weekly rate of pay for permanent employees and giving a fortnight's notice of termination of employment.

- (iii) Where a casual employee is employed beyond the hours of a shift of nine (9) hours, he/she shall be paid on the basis of one-and-a-half times the ordinary rate paid to permanent employees for the work performed after the completion of such shift.
- (iv) Casual employees on night shift shall be allowed a supper break of thirty (30) minutes which shall be counted as time worked.
- (v) Casual employees shall be paid one-third extra with a minimum of four (4) hours night and four (4) hours day work per shift, or pay in lieu thereof.
- (vi) Conditions in respect of the 38 hour week/19 day month do not apply to persons employed and paid as casual employees.
- (vii) Hourly rates of pay for casual employees shall be calculated by dividing the appropriate weekly rate of pay for permanent employees by 38.
- (viii) The company agrees to retain the previous ratios of three to one in respect of full-time employees and casual employees in the APT.

(F) Traineeship and Apprentices

(a) Rates of Pay

The percentage weekly rates of pay for trainees/apprentices shall be as follows:

1st year	45%
2nd year	55%
3rd year	75%
4th year	90%

(b) Proficiency Payments

- (i) Should the trainee/apprentice obtain a standard approved by a State Technical College, he/she shall receive 5 per cent in addition to the prescribed weekly wage, for the second and subsequent years of the apprenticeship;
- (ii) The trainee/apprentice shall receive such additional amount on and from the beginning of the first pay period commencing in January following examination. Where a trainee/apprentice is unable to sit for an annual examination because of personal illness or injury suffered by him/her and then satisfactorily passes a deferred examination in lieu thereof, the relevant additional amount shall be payable to him/her on and from the first pay period which occurs after the date on which the results of that deferred examination are published.

(c) Night Work Requirement

- (i) No trainee/apprentices under eighteen (18) years of age shall be required to undertake shift work.
- (ii) On attaining the age of eighteen (18) years a trainee/apprentice may be required to work on night shift provided that he/she shall not be required to perform night work on the night before or on the night of the day of his/her attendance at a technical college for daylight training.
- (iii) Trainee/apprentices engaged on nightwork shall, in addition to their ordinary rates of pay prescribed in sub-clause (A) of this Clause, be paid a night shift loading which shall be 75% of that payable from time to time to the trades person classification to which they are apprentices.

(iv) Nothing in this sub-clause shall prohibit a trainee/apprentice from working overtime in accordance with the provisions of Clause 15, Overtime, of this Award.

(d) Training

Trainee/apprentices engaged in Company initiated training shall be paid all out-of-pocket expenses in terms of the Company's policy and shall receive normal salary whilst they are away from work for such training.

8. Hours of Work

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

- (i) The ordinary hours of work shall be an average of thirty-eight (38) hours per week over the full cycle of the relevant work roster and shall be worked in not more than five (5) shifts and not less than four (4) shifts on any day of the week in each weekly roster cycle.
- (ii) Ordinary hours of work shall not exceed one hundred and fifty two hours (152) hours in twenty eight (28) consecutive days of which nineteen (19) are ordinary working days except in the case of rostering arrangements which provide for the weekly average of thirty eight (38) consecutive days.
- (iii) Hourly rates shall be calculated by dividing the appropriate weekly rate of pay by thirty eight (38).
- (iv) The rates of pay prescribed in the Agreement shall be paid accordingly to the weekly average of ordinary hours worked even though more or less than thirty eight (38) ordinary hours may be worked in any particular week of the relevant cycle. The daily working hours for each shift shall be displayed in each work area.
- (v) Commencing and finishing times of all work shall be determined by the company to suit its production requirements and the Union acknowledges the right of the Company to change such commencing and finishing times from time to time. Notice of all commencing and finishing times shall be given to the employee before the completion of the preceding shift.
- (vi) One week's notice shall be given of a permanent change of shift. An employee required by the Company to permanently work on a changed shift shall, for all time worked on a changed shift prior to the expiry of one week from the giving of the notice by the Company, be paid at the overtime rate excepting:
 - (vii)
 - (a) Where the time worked is by agreement with the employee; or
 - (b) Where the change is effected by customary rotation of shift.
- (viii) An employee required by the Company to work his/her ordinary hours on a shift other than his/her rostered shift shall for all time worked on the shift prior to the expiry of twenty four (24) hours from the giving of notice by the Company, be paid at the overtime rate excepting in each case where the change in time worked is by agreement with the employee

9. Shift Definitions and Allowances

For the purposes of this clause, the following definitions will apply:

- (a) Day Shift
 - (i) Day shift is work (other than overtime work) performed between the hours of 7am and 5.30 pm.
 - (ii) The ordinary weekly hours of duty for day workers shall be worked in not more than five days Monday to Friday, inclusive of each week

- (iii) The ordinary day work hours of employees shall not exceed eight hours a day on Monday to Friday, inclusive, and shall not exceed 40 hours in any week.
 - (iv) Excessive overtime (average 4 hours per week over a four week period) will require reclassification of day shift workers' normal working hours.
- (b) Intermediate Shift
- (i) Intermediate Shift work (other than overtime work) is a shift that continues after the hour of 5.30pm but ending before 10pm.
 - (ii) The ordinary weekly hours of duty for intermediate shift workers shall be worked in not more than five days, Monday to Friday, inclusive, of each week.
 - (iii) The ordinary intermediate work hours of employees shall not exceed eight hours a day Monday to Friday, inclusive, and shall not exceed 40 hours in any week.
 - (iv) Excessive overtime (average 4 hours per week over a four week period) will require reclassification of intermediate shift workers' normal working hours.
- (c) Night Shift
- (i) Night shift is work (other than overtime work) finishing after 10.00 pm and before 7 am
 - (ii) The ordinary weekly hours of duty for night shift workers shall be worked in not more than five days, Monday to Friday, inclusive, of each week.
 - (iii) The ordinary night work hours of employees shall not exceed eight hours a day Monday to Friday, inclusive, and shall not exceed 40 hours in any week
- (d) Shift Allowances
- Where an employee is required to work intermediate or night shift he/she shall be paid:
- (i) for intermediate shift - 12.5% in addition to the base wage for the classification of the employee.
 - (ii) for night shift - 25% in addition to the base wage for the classification of the employee.
- (e) Classifications/Exemptions

All other working hours definitions will be in accordance with the Printing Industries (State) Award.

Working hours can be altered (regarding a 4-day week, or similar scenario to help cater for production requirements) with mutual agreement between individual members and the shift supervisor (management representative) and given that the Chapel Executive is given due notice of such changes to shift times and considerate time allocated for the Chapel Executive to discuss such changes of shift times with those members and management representatives concerned before implementation of such changes taking place.

All shift changes, outside of normal shift times, must be conveyed through the Chapel Executive.

10. Higher Paid Shifts

- (i) An employee employed for the major portion of a shift or more in any week on a shift carrying a higher rate of pay shall receive the higher rate of pay for that shift or shifts.
- (ii) An employee employed for the major portion of any one week on a higher rate of pay, shall receive the higher rate of pay for that entire week.

- (iii) During the rotation of holidays in any department an employee required to do work for which a higher wage than his/her own is prescribed shall be paid such higher wage.

11. Meal Break

- (i) All employees shall be allowed not less than thirty (30) minutes nor more than one hour for a meal. In the case of an employee on night shift and intermediate shift, the meal break shall count as time worked.
- (ii) An employee shall not be required to work for more than five hours without a break for a meal.

12. Meal Allowance

- (i) A meal allowance of \$10.00 shall be paid to an employee required to work overtime for one hour or more after the completion of his/her normal rostered shift. A second meal allowance of \$6.00 shall be payable if overtime is worked both before and after the employee's normal rostered shift and such overtime totals four hours or more.
- (ii) An employee required to work a sixth or emergency shift shall be paid a meal allowance of \$10 for the first meal and \$6 for each meal thereafter as follows:

13. Overtime

- (i) The Union acknowledges the right of the Company to require its employees to work a reasonable amount of voluntary overtime to meet production needs.
- (ii) All time worked in excess of the ordinary rostered hours of work per week prescribed shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- (iii) Overtime shall be computed on a daily basis as follows:

Up to and including 5 minutes, no charge;

above 5 minutes and up to 35 minutes, charge 1/2 hour;

above 35 minutes, charge 1 hour.

14. Weekend Penalty Rates

- (i) any time worked on a Saturday or Sunday shall be paid at a rate of double times plus one half of normal shifts rates.

15. Shift Break

- (i) An employee, after the completion of overtime work performed after the usual finishing time shall be entitled to be absent until he/she has had ten (10) consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.
- (ii) Where an employee is required to resume his/her normal duties without having had such ten (10) consecutive hours off duty he/she shall be paid at double time until they are released from duty. This break may be varied by mutual agreement to a minimum of eight (8) hours.

16. Health Breaks

- (i) Employees required to use computer terminals for sustained keyboard activity shall be provided with appropriate health breaks in accordance with the Occupational Health & Safety Act (1983).
- (ii) These breaks should consist of stretching exercises within the vicinity of the workstation and should be taken of a few minutes for every hour of sustained keyboard activity.

17. Annual Leave

- (i) Each Day Shift Employee shall be entitled to four weeks annual leave on full pay in accordance with the provisions of the Annual Holidays Act 1944 (NSW). Those employees on Intermediate or Night Shift shall be entitled to 6 weeks annual leave on full pay.
- (ii) In any other case the Employee shall take any such leave to which he or she may be entitled by virtue of an anniversary of employment within six months of such leave falling due unless otherwise mutually agreed in writing by the parties.
- (iii) The Employer shall not unreasonably withhold approval for the taking of annual leave.
- (v) Upon termination of employment an employee shall be granted such proportion of leave as the period of employment bears to twelve calendar months.
- (vi) For the purpose of this clause "full pay" shall mean in the case of weekly employees one week's pay at ordinary rates as for the week immediately preceding the commencement of such annual leave i.e. exclusive of overtime, higher grade of work and penalty rates earned during that period
- (vii) A loading of 17.5 % of full pay shall be paid in addition to the pay for each week of leave taken.

18. Public Holidays

- (i) An employee of the Company shall be entitled to all Public Holidays without deduction. An employee required to work on a day that is a Public Holiday shall be paid at a rate equal to double time and one half of the ordinary rate.
- (ii) Where an employee is absent from their employment on the working day before or the working day after a Public Holiday without reasonable excuse, a medical certificate from a registered medical practitioner or without the consent of the Company, they will not be entitled to payment for the holiday.
- (iii) In this clause:

"Public Holiday" means New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hours' Day, Christmas Day, Boxing Day, Show Day, or where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

For the purpose of this clause, the Show Day holiday shall be taken off with agreement between the Shift Supervisor and the Employee as a day off in lieu, and not necessarily on the day a local Show Holiday comes about. This day off is also taken in lieu of a Printers' Picnic Day.

19. 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.

19.1 Definitions

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

19.2 Basic entitlement

- (a) After twelve months' continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity

leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (i) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

19.3 Maternity leave

- (a) An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:
 - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
 - (iii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (b) Subject to clause 31.2(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- (e) Where leave is granted under clause 22.3(d), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

19.4 Paternity Leave

- (a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
 - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or state the date on which the birth took place; and
 - (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

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

19.5 Adoption leave

- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

19.6 Variation of period of parental leave

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

19.7 Parental leave and other entitlements

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

19.8 Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

19.9 Returning to work after a period of parental leave

- (a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 22.8, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

19.10 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

20. Personal Leave

20.1 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.

20.2 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 employee's personal leave balance will be reduced by one (1) day.

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

20.3 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.

20.4 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.

20.5 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.

21. Long Service Leave

The New South Wales *Long Service Leave Act 1955*, as amended shall apply.

22. Workers Compensation

Employees shall be entitled to leave in accordance with the *Workers Compensation Act 1987*.

23. Jury Duty

Employees required to attend for jury duty will do so without loss of ordinary pay.

24. Superannuation

- (i) Superannuation will be paid in accordance with the superannuation guarantee and the trust deed.
- (ii) On application, the employer will arrange salary sacrifice for the making of voluntary superannuation payments. Such arrangements will not reduce the gross pay rate for any purpose.

25. Occupational Health & Safety

The *Occupational Health & Safety Act* 1983 as amended shall apply. The parties to this Award recognise the primary objects of the legislation i.e.:

- (i) to secure the health, safety and welfare of employees at work
- (ii) to protect persons at a place of work against the risk to health or safety arising out of the activities of persons at work
- (iii) to promote an occupational environment for persons at work which is adapted to their physiological and psychological needs.

26. Trade Union Training

Any reasonable request of an employee nominated by the Union to attend training courses of Union education shall be given reasonable consideration. The leave granted for training purposes will be paid at the employee's normal rate of pay.

Leave shall be granted where the Company is satisfied that the scope, content and level of the training is of such a nature as to be calculated to assist in reducing labour disputes and in advancing employee relations in the Company.

27. Termination of Employment

- (i) The employment of any permanent employee may be terminated by two weeks notice by either party or by the payment or forfeiture as the case may be of two weeks in lieu of notice.
- (ii) This shall not affect the Company's right to dismiss an employee, without notice for serious misconduct, including, but not limited to, inefficiency, neglect, refusal of duty, or continued misconduct.

28. Redundancy

- (i) Notwithstanding the provisions of Clause 27 above, Termination of Employment, of this Agreement where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes the Company proposes to terminate the employment of an employee who has been employed for the preceding 12 months, the company shall give the employee two months notice of the termination of his/her employment; provided that, if the employment of such an employee is terminated and the Company fails to give such notice in full:
 - (a) the Company shall pay the employee at his/her ordinary rate of pay specified for the employee's classification in this Agreement for a period equal to the difference between two months and the period of notice given; and
 - (b) the period of notice required by this clause to be given shall be deemed to be service with the Company for the purpose of the *Long Service Leave Act* 1955, the *Annual Holidays Act*, 1944 or any Act amending or replacing either of those Act.

Provided further that the right of the Company summarily to dismiss an employee for the reasons specified in Clause 27, Termination of Employment, of this Agreement shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of his/her employment.

- (ii) If the Company proposes to introduce mechanisation or technological changes which will result in one or more employees becoming redundant the Company shall give notifications in accordance with this clause at least six months before the introduction of such mechanisation or technological changes, and if it is not practicable for the company to file such notifications at least six months before such introduction, then the Company shall give the notifications as early as it is practicable for him/her to give them. The notification to be given in accordance with this clause are notifications in writing to the Secretary of the Australian Manufacturing Worker's Union (Printing Division) New South Wales Branch, of the number of persons who may become redundant on account of the introduction or proposed introduction by the Company of mechanisation or technological changes, and of their occupations and of the approximate date when their employment is likely to terminate on account of such introduction.
- (iii) Where the Company terminates an employee's employment on account of redundancy, employees will be entitled to receive a redundancy payment calculated at the rate of four weeks gross salary for each completed year of service plus a pro rata payment for any service less than a completed year.

29. Dispute Settling Procedure

- (i) The parties to this Agreement undertake that as an integral part of the Agreement all disputes shall be settled without any interruption of work occurring and accordingly no section of employees shall stop work unless the stoppage has been first agreed to by the Chapel Executive and thereafter endorsed by the full Chapel and the Union.
- (ii) In order that any disputes may be settled speedily, any dispute of any nature which may arise involving any employee subject to this Agreement shall be discussed between a representative of the management of the Company and the Secretary of the Union or other official designated by the Union and failing Award the dispute shall be referred to the Industrial Registrar for determination by the Industrial Commission or a Conciliation Commissioner.
- (iii) Pending the settlement of the dispute, employees shall carry out lawful instructions given to them by the Company through its representatives.
- (iv) Without limiting its ordinary meaning, "Dispute" includes a dispute as to the interpretation of this Agreement and as to whether any instruction given by a representative of the management of the company is in accordance with this Agreement. Cessation of work includes a stop work meeting.

30. No Extra Claims

It is a term of the Agreement that the Union and its members shall make no further claims on the Company before June 2004 in respect of the Advertising Production Team.

31. Declaration

- (i) This Agreement has been negotiated through extensive consultation between management, union and employees. The content of the Agreement has been canvassed with all parties. All parties consent to this Agreement with full knowledge as to the content and effect of the document.
- (ii) The parties declare that this Agreement was at no stage consented to under duress and reflects the interests and desires of the parties.

32. Commencement and Period of Operation

This Agreement shall take effect from the date of registration and shall remain in force until 1 June 2004.

ATTACHMENTS

SCHEDULE 1

SIGNATORIES

This Agreement is made on this the day of 1999.

Signed for and on behalf of
Newcastle Newspapers Pty Ltd

In the presence of

Brad Spence
Operations Manager

Signed

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

Ms Amanda Perkins
AMWU PRINTING DIVISION
NSW State Secretary

Signed

Name in Block Letters