

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/155

**TITLE:** Newcastle Newspapers Pty Limited Clerical Staff Enterprise Agreement 2003

**I.R.C. NO:** IRC4/741

**DATE APPROVED/COMMENCEMENT:** 24 March 2004 / 1 January 2003

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 25 June 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by Newcastle Newspapers Pty Ltd located at 28 Bolton Street, Newcastle, NSW 2300 who fall within the coverage of the Clerical and Administrative Employees (State) Award

**PARTIES:** Newcastle Newspapers Pty Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

# NEWCASTLE NEWSPAPERS PTY LIMITED CLERICAL STAFF ENTERPRISE AGREEMENT 2003

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This Agreement shall be known as the NEWCASTLE NEWSPAPERS PTY LIMITED CLERICAL STAFF ENTERPRISE AGREEMENT, 2003.

## 2. Arrangement

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2. Arrangement

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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 Clerical employees at all Newcastle Newspaper Pty Ltd premises, and the union. The union is The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union. This Agreement is underpinned by the Clerical and Administrative Employees (State) Award.

### **4. Duration**

This Agreement shall operate from 1 January 2003 for a term of three (3) years.

### **5. Continuous Development of Agreement**

The Agreement shall be subject to continuous examination by Newcastle Newspapers Pty Ltd and its employees during its three-year term. It is a dynamic, continually development 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.

### **6. Statement of Intent**

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements which improve the efficiency and productivity of the enterprise, enhance skills and job satisfaction and assist positively in ensuring that the Company becomes a more efficient enterprise. The Agreement is developed to support the Company's business objectives of becoming the dominant regional newspaper company in news gathering and advertising.

## **PART 2 - AN ORGANISATION DEDICATED TO EXCELLENCE**

### **7. 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, Clerical Staff will aim to provide a service in such a way that all employees are proud to be part of the process;

- (a) To achieve the highest levels of respect within the organisation.
- (b) To be the best that we possibly can in an organisation that is committed to job security and satisfaction.
- (c) To create an environment where employees are encouraged to continuously learn, create, and share in the development of new skills, information and knowledge.

#### **8. 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 based on innovation, excellence, and the employees' shared ownership of the commitment to Newcastle Newspapers Pty Limited's Corporate Plan.
- (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.

#### **9. Communication and Consultation**

Newcastle Newspapers Pty Ltd and its employees shall aim to achieve a common goal of improved efficiency and excellence through:

- (a) Facilitating harmonious working relationships;
- (b) Continually improving our processes;
- (c) Commitment to interdepartmental relationships;
- (d) Reducing mis-information through regular meetings;
- (e) Ensuring communication is appropriate and company-wide;
- (f) Improving communication through the Consultative Committee that will meet regularly to discuss ongoing issues. The consultative committee will review matters such as work management practices, organisational structures, job design, skills inventories and other workplace factors that influence the Company's business objectives.

#### **10. Learning and Development**

Newcastle Newspapers Pty Ltd and staff acknowledge that in order to increase the efficiency, productivity and competitiveness of the company, a commitment to learning and development is required. In order for staff to continually improve in the provision of services to customers and work processes, learning and development will be:

- (a) specific and relevant to current and future departmental needs;
- (b) orientated towards achieving specific outcomes, both individual and departmental;
- (c) provided on an ongoing basis;
- (d) linked with the Performance Management policy;
- (e) supported and facilitated by management of Newcastle Newspapers Pty Ltd; and

- (f) critical in the opportunity for career development consistent with the needs of the Company.

### **11. Performance Management**

Newcastle Newspapers Pty Ltd and staff will work together to provide regular, frank and constructive feedback on performance so that as a company, and as individuals, we continuously improve what we do.

The objectives of performance management are:

- (a) enhance individual accountability by clarifying what good performance means using key elements and targets.
- (b) provide a coherent basis for managing the consequences of performances.
- (c) link individual staff development with goal achievement.

### **12. Customer Service**

Newcastle Newspapers Pty Ltd and staff will endeavour to provide all outputs to the benefit of customers, staff and the company in order to:

- (a) Assist in the development and growth of the organisation;
- (b) Retain and attract new customers;
- (c) Improve harmonious relationships between staff.

This will be achieved through:

- (a) Improved accessibility to customers;
- (b) Strategies developed for the retention of customers;
- (c) Increased understanding between departments;
- (d) Improved communication and knowledge;
- (e) Appropriate training for staff.

### **13. Technology**

- (a) Newcastle Newspapers Pty Ltd and staff will embrace technology in order to:
  - (i) Improve efficiency and customer service;
  - (ii) Assist in the relationship between departments;
  - (iii) Increase motivation and morale of staff;
  - (iv) Impact on recruitment procedures so that appropriately qualified staff are employed.
- (b) It is acknowledged that justification for increased remuneration depends upon increases in skills and/or responsibilities of clerical employees as a consequence of the complexities and range of functions undertaken by new technology. The mere use of new technology, including computer based systems and VDU's does not of itself justify increased remuneration for clerical employees.

## **PART 3 - WORK ORGANISATION**

### **14. Teams**

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

### **15. Part-Time Employment**

- (a) 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.
- (b) Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38.
- (c) The provisions of this Agreement 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.
- (d) Notwithstanding the provision of this clause, the Company and an employee may agree in writing, to observe other conditions in order to meet its own requirements.

### **16. Casual Employees**

- (a) A casual employee is an employee engaged other than on a weekly basis.
- (b) The maximum ordinary hours of work for a casual employee shall be 8 hours per shift worked on any day of the week and 38 hours per week.
- (c) The hourly rate of pay for casual employees shall be calculated by dividing the appropriate weekly rate by 38. A loading of 20% shall be added to this hourly rate.
- (d) Proportionate holiday pay equal to 1/12 of the ordinary pay - i.e. (F/38 + 20%) shall be added to the hourly rate.
- (e) Proportionate shift allowances shall be paid when the casual employee works a shift. Penalty rates and overtime shall apply.
- (f) Casual employees who work on a gazetted public holiday shall be paid at the rate of double time and one half.
- (g) The minimum payment for any casual engagement shall be as for three (3) hours worked.
- (h) Casual employees may be engaged as temporary full-time employees.

### **17. Hours of Work**

- (a) The ordinary hours of work shall be 38 (thirty-eight) hours per week and shall be worked between the hours of 7.00am and 7.00pm Monday to Friday.
- (b) Ordinary working hours shall not exceed 152 (one hundred and fifty two) hours in a cycle of 28 (twenty-eight) consecutive days.
- (c) The Company shall have the discretion to change ordinary hours of work within the span of ordinary hours.
- (d) Where it is requested to change ordinary hours of work, 7 days notice shall be given or unless otherwise agreed between the Company and the employee.

- (e) Any dispute concerning changed hours will be referred to the Consultative Committee or alternatively dealt with under Clause 37 of this Agreement.

**18. Meal Breaks/Rest Pauses**

- (a) A meal break of no less than 30 minutes and no longer than 60 minutes shall be allowed between the hours of 12 noon and 2pm.
- (b) Meal breaks shall be staggered to avoid disruption and shall not count as time worked.
- (c) Employees working shift shall be allowed a meal break of thirty (30) minutes at a mutually agreeable time. This 30 minute meal break shall be counted as time worked.
- (d) An employee shall not be required to work for more than 5 hours without a meal break. However, a meal break shall not be taken if it falls within one half hour of finishing time.
- (e) A rest period of 10 minutes shall be allowed in every period of ordinary daily hours. The rest period shall count as time worked.
- (f) It is agreed that both parties shall be flexible as to when to take meal/tea breaks.
- (g) Employees shall be entitled to 5 minutes per hour as an exercise break from continuous VDT work.

**19. Make Up Time**

- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate that would have been applicable to the hours taken off.

**20. Classification Structure**

- (a) All employees shall be granted in one of the following grades and informed accordingly in writing within fourteen (14) days of appointment to the positions held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by the Company, is of a clerical nature and is described in subclause (a) to (e) of this clause.
  - (i) A Grade 1 position is described as follows:
    - (1) The employee may work under direct supervision with regular checking of progress.
    - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
    - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.
    - (4) Indicative tasks of a Grade 1 position are:

Unit	Element
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents

Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

(ii) A Grade 2 position is described as follows:

- (1) The employee may work under routine supervision with intermittent checking.
- (2) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- (4) Indicative tasks of a Grade 2 position are:

Unit	Element
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist other to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

(iii) A Grade 3 position is described as follows:

- (1) The employee may work under limited supervision with checking related to overall progress.



- (2) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (3) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.
- (4) Indicative tasks of a Grade 3 position are:

Unit	Element
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employment needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Product documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow-up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(iv) A Grade 4 position is described as follows:

- (1) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (2) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (3) An employee at this grade applies competencies usually applied with routines, methods and procedures where discretion and judgement is required for both self and others.
- (4) Indicative tasks of a Grade 4 position are

Unit	Element
Information Handling	Categorises files Ensure efficient distribution of files and records Maintain security of filing system Train others in operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose reports/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various set-ups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow-up for others Organise business itinerary Make meeting arrangements Record minutes of meetings Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing pro

(v) A Grade 5 position is described as follows:

- (1) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific. The employee may receive assistance with specific problems.
- (3) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- (4) Indicative tasks of a Grade 5 position are:

Unit	Element
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report

	Identify need for documents and/or research
Enterprise	Assist with the development of options of future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conferences
Team	Draft job vacancy advertisements Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

NOTATION: The definitions of Grades 1, 2, 3, 4 and 5 in subclause (ii) hereof, shall have no application to a person employed in a managerial capacity, that is a person who is employed primarily to control the conduct of the Company's business and who in the performance of his or her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of the business and whose performance of clerical duties is merely ancillary to his or her managerial employment.

- (c) The Company shall keep a list of employees and the grade in which they are employed pursuant to subclause (ii), of this clause.
- (d) The rates set out in this agreement shall be in lieu of any arbitrated safety net adjustment made by the Industrial Relations Commission to increase rates of pay to take into account economic adjustment during the life of this agreement.

### **21. Flexibility**

Employees are able to perform any task that is safe and is limited only by individual skill levels.

### **22. Confidentiality**

Except in the proper course of their duties employees shall not divulge any confidential information concerning the business or finances of the Company or clients of the Company.

### **23. Occupational Health and Safety**

Newcastle Newspapers Pty Ltd and its staff shall work towards the following Occupational Health and Safety objectives:

- (a) a safe working environment
- (b) maintain a safe, healthy workplace
- (c) maintain an Occupational Health and Safety Committee.

## PART 4 - LEVELS OF SKILL AND REMUNERATION

### 24. Remuneration

- (a) Employees wages will be increased as follows:  
3% paid from 1 Jan 2003 to be paid (backdated) on 1 July 2003  
  
3% paid from 1 Jan 2004  
  
3% paid from 1 Jan 2005

- (b) The following rates of payment shall be the minimum weekly rates of remuneration:

	Existing	As at 1 Jan 2003
Grade 1	479.50	493.90
Grade 2	502.30	517.40
Grade 3	536.90	553.00
Grade 4	582.35	599.90
Grade 5	649.40	668.90
(i)		
At 17 years of age	268.40	276.45
At 18 years of age	326.70	336.50
At 19 years of age	390.85	402.60
At 20 years of age	444.20	457.50
(ii)		
Under s17 years	203.45	209.55
At 17 years of age	255.55	263.20
At 18 years of age	312.30	321.70
At 19 years of age	374.25	385.50
At 20 years of age	426.50	439.30

- (c) Wages will be paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account.
- (d) Employees may elect to have union fees paid by electronic funds transfer.
- (e) Juniors - The minimum rates of wages per week for junior employees shall be:
- (i) Stenographer, accounting machine operator, data processing machine operator, computer operator.
- (ii) All other junior employees.

### 25. Higher Grade of Work

- (a) An employee relieving another on a higher grade shall be paid the rate of pay relative to the higher grading whilst so relieving.
- (b) Higher grade of work is not paid when an employee is called upon to temporarily perform in a position within the same grading level.
- (c) An employee relieving another paid at a lower rate shall not suffer any reduction in pay whilst so relieving.

### 26. Penalty Rates

- (a) All ordinary time worked between 7am and 7pm on Saturday shall be paid at the rate of time and one half.

- (b) All ordinary time worked between 7pm Saturday and midnight on Sunday shall be paid at the rate of double time.

### **27. Shift Allowances**

- (a) Employees required to work on other than day shift shall in addition to their prescribed rates of pay be paid the following shift allowances:
  - (i) Morning Shift - All shifts commencing prior to 7am shall attract loading of 10% of an employee's weekly rate of pay.
  - (ii) Afternoon Shift - All shifts finishing after 7pm but prior to 12 midnight shall attract a loading of 17% of an employee weekly rate of pay.
  - (iii) Night Shift - All shifts finishing after midnight or commencing prior to 6am shall attract a loading of 20% of an employee's weekly rate of pay.
- (b) An employee who relieves on shift work shall be paid the appropriate shift allowance.

### **28. Overtime**

- (a) All time worked in excess of the ordinary rostered working hours shall be paid for or by mutual agreement employees may take time off in lieu at the rate of time and one half for the first two hours and double time thereafter except that on Saturdays and Sundays overtime shall be paid or taken off in lieu at the rate of double time.
- (b) Employees required to work on their additional rostered day off shall be paid at the rate of time and three-quarters for all time worked.
- (c) In computing overtime each day's work shall stand-alone.
- (d) Employees shall, when required, work such overtime as is necessary to meet the reasonable needs of the Company's operations. When overtime work is necessary it shall be so arranged that employee have at least 10 consecutive hours off duty between the work of successive days.
- (e) Where an employee is required to resume duties prior to the expiration of a ten (10) hour period, overtime at the rate of double time shall apply until 10 hours have extinguished.
- (f) A meal allowance of \$12 shall be paid when overtime extends to 1.5 hours beyond ordinary rostered working hours and if work continues for a further 5 hours thereafter.
- (g) A minimum payment representing three hours time at the appropriate rate shall be paid on weekends and on rostered days off.
- (h) When an employee commences or ceases to work overtime at a time when the usual reasonable means of conveyances are not available, the company shall bear the expenses of conveying the employee between his/her home and place of employment.

### **29. Time Off in Lieu of Payment of Overtime**

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the twelve (12) month period or on termination.

- (d) Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.

### **30. Travelling Expenses**

- (a) When an employee in the course of his/her duty, is required to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred.
- (b) When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.
- (c) Where an employee is required to use his/her motor car by his/her employer on a casual or incidental basis, he/she shall be paid at the rate of 53.0 cents flat rate per kilometre for motor vehicles, travelled during such use.
- (d) If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

### **31. 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 25, 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 25.
- (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 employee's 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.

### **32. Uniform Allowance**

- (a) A uniform allowance of \$240 shall be paid to meet the cost of the initial purchase of Clerical employee's uniform.
- (b) Additionally, an allowance of \$170 per annum for full-time permanent employees and on a pro-rata calculation for part-time and casual employees will be paid to allow for additional purchases towards maintenance of the uniform. This allowance is only payable if the employee wears the uniform during working hours.
- (d) The uniforms provided shall remain the property of the Company and shall be returned to the Company in the event of the employee ceasing employment.
- (e) It shall be compulsory for all those employees in positions designated by the Company to wear the uniforms provided.

### **33. First Aid Attendants**

Nominated first aid attendants will be provided with the relevant first aid training and certificate.

## **PART 5 - LEAVE ENTITLEMENTS**

### **34. Annual Leave**

- (a) Entitlement
  - (i) Full-time employees are entitled to four (4) weeks annual leave for each continuous twelve (12) months service with Newcastle Newspapers Pty Ltd
  - (ii) Annual leave shall be rostered by Newcastle Newspapers Pty Ltd in consultation with employees. Annual leave shall be taken within the year of accrual wherever possible.
  - (iii) On termination of employment an employee will be paid all accrued annual leave. Leave loading will only be paid on actual leave entitlements.
  - (iv) Annual leave loading of 17.5% of the ordinary weekly rate of pay will be paid in addition to the pay for the holiday period.
- (b) Annual Leave Loading
  - (i) A loading of 17.5% of the ordinary weekly rate of pay in addition to the pay for the holiday period shall apply. The loading calculation shall not include shift allowance, penalty rates, overtime or other payments.
  - (ii) If employment is terminated for a cause other than misconduct then a loading is payable for the period of annual leave taken.
  - (iii) In the case of shift work where the shift allowance is greater than the 17.5% leave loading the shift allowance will be paid in lieu of the 17.5% leave loading based on ordinary weekly rate of pay.
  - (iv) In addition to payment for the holiday period and a 17.5% leave loading the following payment shall be made:
    - After 2 years service 2 days pay
    - After 3 years service 3 days pay
    - After 4 years service 4 days pay

After 5 years service And thereafter 5 days pay

This payment shall be made only as each year's leave entitlement is extinguished.

### **35. Long Service Leave**

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

### **36. Public Holidays**

Full-time or part-time employees who work on a gazetted public holiday will be paid at either double time and one half or receive the equivalent time worked in lieu for any hours worked. Newcastle Show Day, when gazetted, is treated as a public holiday under the terms of this agreement.

### **37. 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.

#### **37.1 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. The 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.

#### **37.2 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.

#### **37.3 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.

### **38. Sick Leave**

#### **38.1 Amount of paid sick leave**

- (a) Paid sick leave is available to an employee when he or she is absent due to:
  - personal illness or injury
- (c) In any year unused sick leave accrues by:



- (i) the balance of the year's unused sick leave cumulative from year to year.
- (d) 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.
- (e) Entitlement
  - (i) an employee is entitled to 5 days in the first year of service and 8 days in the second and subsequent years of service; and
  - (ii) For each day of sick leave, the employee's sick leave balance will be reduced by 1 day.
  - (iii) If the full period of sick leave is not taken in any year the whole or any untaken portion shall be cumulative from year to year.
- (f) 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.
- (g) 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.
- (h) The effect of workers' compensation

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

### **39. Bereavement Leave**

- (a) Paid leave entitlement

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

If the full period of bereavement leave is not taken in any year the whole or any untaken portion shall not be cumulative.
- (b) Unpaid leave entitlement

Where an employee has exhausted bereavement leave 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.

because of bereavement on the death of an immediate family or household member (bereavement leave).

(d) Immediate family or household

(a) The entitlement to 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 bereavement leave taken, the employees bereavement 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.

#### **40. Carer's Leave**

(a) Paid leave entitlement

An employee other than a casual is entitled to up to 5 days carer's 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.

If the full period of carer's leave is not taken in any year the whole or any untaken portion shall not be cumulative.

(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.

- (e) Immediate family or household
  - (a) The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being either:
    - (i) member of the employee's immediately family; or
    - (ii) a member of the employee's household.
    - (iii) For each day of carer's leave taken, the employee's carer's 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.

#### **41. 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 for such attendance shall be paid to Newcastle Newspapers Pty Ltd. Any allowances paid by the court for travel to and from jury duty shall be retained by the employee.

#### **42. Redundancy**

- (a) 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.
- (b) When the Company has determined the necessity for any redundancy such redundancies shall be referred to the Consultative Committee to determine appropriate criteria for selection of redundancy.

### **PART 6 - GRIEVANCE SETTLEMENT**

#### **43. 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 team leader 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 the Human Resources Manager 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.

#### **44. 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 weeks' 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).
- (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) Employees may elect to have a representative present in all circumstances requiring the use of this policy.
- (g) Newcastle Newspapers Pty Ltd shall have the right to dismiss an employee without notice for refusal of duty, wilful 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.

#### **45. No Extra Claims**

It is a term of the Agreement that the Union and its members shall make no further claims on the Company during the term of the Agreement.

#### **46. Declaration**

- (a) This enterprise 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 are entering in to this agreement with full knowledge as to the content and effect of the document.
- (b) The parties declare that this Agreement was at no stage entered into under duress and reflects the interests and desires of the parties.

- (c) No existing employee will suffer a reduction in wages or conditions as a result of the making of this agreement.

**47. Period of Operation**

This agreement will operate from 1 January 2003 for a period of three (3) years.

**SIGNATORIES**

This Agreement is made on this the day of 2003.

Signed for and on behalf of  
Newcastle Newspapers Pty Ltd

In the presence of

\_\_\_\_\_  
Michaelene Halpin  
Group Human Resource Manager

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name in Block Letters

Signed for and on behalf of

In the presence of

\_\_\_\_\_  
New South Wales Local Government, Clerical,  
Administrative, Energy, Airlines & Utilities Union

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Rhonda Boyce  
Name in Block Letters