

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/290

**TITLE: Newcastle Newspapers Pty Limited AMWU Printing Division  
Enterprise Agreement, 2004**

**I.R.C. NO:** IRC4/5554

**DATE APPROVED/COMMENCEMENT:** 27 September 2004 / 23 September 2004

**TERM:** 33 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/6

**GAZETTAL REFERENCE:** 5 November 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Newcastle Newspapers Pty Limited, located at 28-30 Bolton Street, Newcastle, engaged to perform work in the areas of edition control and advertising production, who fall within the coverage of the Printing Industries (State) Award

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

# **NEWCASTLE NEWSPAPERS PTY LIMITED AMWU PRINTING DIVISION ENTERPRISE AGREEMENT, 2004**

## **PART 1**

### **APPLICATION AND OPERATION**

#### **1.1 Agreement Title**

This Agreement shall be known as the Newcastle Newspapers Pty Limited AMWU Printing Division Enterprise Agreement, 2004.

#### **1.2 Arrangement**

## **PART 1**

### **APPLICATION AND OPERATION**

- 1.1 Agreement Title
- 1.2 Arrangement
- 1.3 Definitions
- 1.4 Application
- 1.5 Parties Bound
- 1.6 Term of this Agreement
- 1.7 Demarcation
- 1.8 No Extra Claims
- 1.9 Relationship to Award
- 1.10 Australian Workplace Agreements
- 1.11 Not to be Used as a Precedent
- 1.12 Declaration
- 1.13 Fairfax Policies

## **PART 2**

### **INTENT OF AGREEMENT**

- 2.1 Production Productivity
- 2.2 Communication Effectiveness
- 2.3 Skill Development
- 2.4 Technology Improvement
- 2.5 Flexibility
- 2.6 Occupational Health & Safety
- 2.7 No Forced Redundancies

## **PART 3**

### **WAGES AND RELATED MATTERS**

- 3.1 Method of Remuneration
- 3.2 Categories of Employment
  - 3.2.1 Part-Time Employees
  - 3.2.2 Casual Employees
  - 3.2.3 Fixed Term Contract Employment
- 3.3 Trainees and Apprentices
  - Rates of Pay
  - Proficiency Payments
  - Night Work requirement

- Training
- 3.4 Shift Definitions
- 3.5 Shift Allowances
- 3.6 Higher Paid Shifts
- 3.7 Weekend Penalty Rates
- 3.8 Superannuation
- 3.9 Salary Sacrifice
- 3.10 Wage Increases and Additional Payments
  - 3.10.1 Edition Control
  - 3.10.2 Advertising Production

## **PART 4**

### **HOURS OF WORK, BREAKS AND OVERTIME**

- 4.1 Hours of Work
- 4.2 Rosters
- 4.3 Meal Break
- 4.4 Meal Allowance
- 4.5 Overtime
- 4.6 Shift Breaks
- 4.7 Health Breaks

## **PART 5**

### **LEAVE OF ABSENCE**

- 5.1 Annual Leave
  - 5.1.1 Edition Control
  - 5.1.2 Advertising Production
- 5.2 Public Holidays
- 5.3 Long Service Leave
- 5.4 Parental Leave
  - 5.4.1 Maternity Leave
  - 5.4.2 Paternity Leave
  - 5.4.3 Adoption Leave<sup>1</sup>
- 5.5 Personal Leave
  - 5.5.1 Amount of Unpaid Personal Leave
  - 5.5.2 Immediate Family or Household
  - 5.5.3 Sick Leave
  - 5.5.4 Bereavement Leave
  - 5.5.5 Carer's Leave
- 5.6 Jury Service
- 5.7 Workers Compensation
- 5.8 Trade Union Training

## **PART 6**

### **REDUNDANCIES AND GRIEVANCE SETTLEMENT**

- 6.1 Redundancy
- 6.2 Grievance Settlement Procedure
- 6.3 Termination of Employment

Signatories

### **1.3 Definitions**

In this Agreement:

"Agreement" means the Newcastle Newspapers Pty. Ltd. AMWU Printing Division Enterprise Agreement 2004.

"Award" means the Printing Industries (State) Award

"Union" means AMWU Printing Division, NSW Branch

"Company" means Newcastle Newspapers Pty Ltd located at 28-30 Bolton Street Newcastle N.S.W, ABN 46 000 003 967.

"Employee" means an employee of the Company engaged under the terms of the Award and this Agreement at 28-30 Bolton Street Newcastle N.S.W.

"Edition Control" means a department section where an employee who would normally perform work, but not limited to, tasks that requires skills commensurate to the attainment of proficiency in composition, graphic reproduction, graphic design, classified pagination, page pairing and co-ordination and task related trouble-shooting skills.

These employees would perform one or a combination of all job functions within the Edition Control and Editorial Artists areas and would be limited only by individual skill levels.

"Advertising Production" means a department section where an employee who would normally perform work, but not limited to, tasks that requires skills commensurate to the attainment of proficiency in composition, graphic reproduction and graphic design.

These employees would perform one or a combination of all job functions within the Ad-Building and Advertising Artists areas and would be limited only by individual skill levels.

### **1.4 Application**

The terms and conditions of this Agreement replace in total the terms and conditions of both Industrial Award No. IRC 6888 of 2002 and Industrial Award No. IRC 6891 of 2002, 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 Definitions of Edition Control and Advertising Production (Clause 1.3) herein and have their wages and conditions of employment regulated by the Printing Industries (State) Award and varied by this agreement.

### **1.5 Parties Bound**

This Agreement shall be binding on:

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

### **1.6 Term of this Agreement**

This Agreement shall operate from 23 September 2004 until 1st June 2007.

The Parties Bound to this agreement will begin discussions towards the formation of a new agreement at least three months before the expiry of this Agreement.

### **1.7 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.

### **1.8 No Extra Claims**

The Union and its members agree that no National Wage Case variations shall apply during the life-time of this Agreement. Any Arbitrated Safety Net adjustments incorporated in the award will be absorbable against any over-Award rates provided for by this agreement.

It is a term of the Agreement that neither party shall make any further claims upon each other during the lifetime of this Agreement.

### **1.9 Relationship to Award**

This Agreement will regulate conditions of employment to the exclusion of all awards and agreements, other than the Award.

This Agreement will be read and interpreted wholly in conjunction with the Award. Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of any inconsistency.

### **1.10 Australian Workplace Agreements**

Newcastle Newspapers Pty Limited agrees that no employee who would normally have their wages and conditions of employment covered by this Agreement shall be offered an Australian Workplace Agreement (AWA) of any description.

### **1.11 Not to be Used as a Precedent**

This Agreement will not be used to pursue claims on other employers or employees.

### **1.12 Declaration**

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.

The parties declare that this Agreement was at no stage consented to under duress and reflects the interests and desires of the parties.

### **1.13 Fairfax Policies**

Fairfax policies and benefits change from time to time. For the latest version, please refer to Fairfax Intranet benefits page.

Policies covered as a minimum as at date of signing, but not limited to, include: Bereavement Leave, Defence Force Leave, Family Leave, Jury Duty, Leave without Pay, Long Service Leave, Eyesight Examinations, Salary Sacrifice and Parental Leave.

## **PART 2**

### **INTENT OF AGREEMENT**

#### **2.1 Production Productivity**

- (a) the Agreement is developed to support the Company's business objective of becoming the dominant regional newspaper company in news gathering and advertising;

- (b) provide employment arrangements which enable and encourage the Employees to work efficiently and effectively with the aim of achieving excellence;
- (c) oversee production and rectify through co-operation and consultation with employees and their union representatives any problems that may arise.

## **2.2 Communication Effectiveness**

- (a) monitor organisational performance against established benchmarks;
- (b) encourage mutually beneficial communications regarding employment matters between the Company and Employees covered by the Agreement.

## **2.3 Skill Development**

- (a) continuously develop skill levels and more efficient work practices that will enhance the efficiency, flexibility and productivity of the Company's production workforce;
- (b) identify learning needs according to organisational goals and make recommendations for the development of learning programs to accommodate those needs.

## **2.4 Technology Improvement**

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.

## **2.5 Flexibility**

Commitment to provide quality services, to share responsibilities and to develop the skills of the workforce. 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.

## **2.6 Occupational Health & Safety**

Any directive issued by Newcastle Newspapers Pty Ltd shall be consistent with Newcastle Newspapers Pty Ltd's responsibility to provide a safe and healthy and discrimination free work environment according with OH & S Act of NSW 2000.

## **2.7 No Forced Redundancies**

There will be no forced redundancies for the term of this agreement.

# **PART 3**

## **WAGES AND RELATED MATTERS**

### **3.1 Method of Remuneration**

Salaries shall be paid weekly by electronic funds transfer to a bank or financial institution account nominated by employees.

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.

### **3.2 Categories of Employment**

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) Fixed Term Contract Employment
- (e) Trainees and apprentices

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.

### 3.2.1 Part-Time Employees

- (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 the normal ordinary hours worked by a full time employee.
- (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 provisions of this clause, the Company and an employee may agree in writing, to observe other conditions in order to meet their own requirements.

### 3.2.2 Casual Employees

- (a) The Union acknowledges the right of the Company to employ casuals.
- (b) The employer when engaging people for casual employment shall inform them then and there that they are to be employed as a casual. A casual employee after two weeks of continuous employment as a casual employee shall become a full or part-time employee.
- (c) Casual employees have been continuously employed when they have worked the same days and hours on a regular and systematic basis.
- (d) 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.
- (e) Casual employees on night shift shall be allowed a supper break of thirty (30) minutes which shall be counted as time worked.
- (f) Casual employees shall be paid one-third extra above normal hourly rate.
- (g) Conditions in respect of the 38 hour week/19 day month do not apply to persons employed and paid as casual employees.
- (h) Hourly rates of pay for casual employees shall be calculated by dividing the appropriate weekly rate of pay for permanent employees by the normal ordinary hours worked by a full time employee.

- (i) The company agrees to a sectional ratio of a maximum of three to one in respect of full-time employees to casual employees.

3.3.3 Fixed Term Contract Employment

In certain circumstances (ie: to cover for maternity leave, etc), the company may hire workers for a fixed amount of time. The wages and conditions of these employees are the same as those of casual employees.

3.3.4 trainees and Apprentices

(a) Rates of Pay

The percentage weekly rates of pay for trainees/apprentices shall be as follows based on the Advertising Production Wages:

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 traineeship/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/apprentice 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 night work shall, in addition to their ordinary rates of pay prescribed in sub-clause 3.3.1 of this Clause, be paid a night shift loading which shall be 75% of that payable from time to time to the tradesperson classification to which they are trainee/apprentices.
- (iv) Nothing in this sub-clause shall prohibit a trainee/apprentice from working overtime in accordance with the provisions of Clause 4.5, Overtime, of this Agreement.

(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.



### **3.4 Shift Definitions - Specific to Advertising Production Only**

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 40hours 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

All other working hours definitions will be in accordance with the Award.

Working hours can be altered (for example a 4day week, or similar scenario to help cater for production requirements) with mutual agreement between individual employees and the Production Manager 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.

### **3.5 Shift Allowances - Specific to Advertising Production Only**

Where an employee is required to work intermediate or night shift he/she shall be paid:

- (a) for intermediate shift - 12.5% in addition to the base wage for the classification of the employee.
- (b) for night shift - 25% in addition to the base wage for the classification of the employee.

### **3.6 Higher Paid Shifts - Specific to Advertising Production Only**

- (a) An employee employed for the major portion of one 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.
- (b) 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.
- (c) 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.

### **3.7 Weekend Penalty Rates - Specific to Advertising Production Only**

Any time worked on a Saturday or Sunday shall be paid at a rate of double time plus one half of normal shift rates.

### **3.8 Superannuation**

- (a) Superannuation will be paid in accordance with "The Superannuation Guarantee". Both employee and Newcastle Newspapers Pty Ltd contributions shall be paid to an approved superannuation fund.
- (b) 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.

### **3.9 Salary Sacrifice**

This clause pertains to the Employee Share Plan, Superannuation and Laptops as per Fairfax Intranet.

- (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 3.10, 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 3.10.
- (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.

### 3.10 Wage Increases and Additional Payments

#### 3.10.1 Edition Control

The following table displays the relative wage rates for Edition Control employees. These relativities are based on a Team Member's weekly wage which includes all components of the annualised salary:

	Annual Salary (\$)	Weekly Salary (\$)	Rate/Hour (\$)
Salary as at the end of Previous Agreement	62515.58	1202.22	30.0555
Salary inclusive of 3% increase at 1 June 2004	64391.05	1238.30	30.9575
Salary inclusive of 4% increase at 1 June 2005	66967.16	1287.83	32.1958
Salary inclusive of 4% increase at 1 June 2006	69645.85	1339.34	33.4836

#### 3.10.2 Advertising Production

The following table is the base rate per hour. The weekly salary is worked out on a 38 hour week. Any applicable shift loadings are not inclusive.

	Weekly Salary (\$)	Rate/Hour (\$)
Salary as at the end of Previous Agreement	905.05	23.8171
Salary inclusive of 3% increase at 1 June 2004	932.20	24.5316
Salary inclusive of 4% increase at 1 June 2005	969.49	25.1284
Salary inclusive of 4% increase at 1 June 2006	1008.27	26.5334

## PART 4

### HOURS OF WORK, BREAKS AND OVERTIME

#### 4.1 Hours of Work

##### **specific to Edition Control only**

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

##### **specific to Advertising Production only**

- (a) In this clause, unless the contrary appears, the word "day" means a period of 24 hours.
- (b) 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) in each weekly roster cycle.
- (c) 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 hours.
- (d) Hourly rates shall be calculated by dividing the appropriate weekly rate of pay by thirty eight (38).
- (e) 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.

- (f) 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.
- (g) 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:
  - (i) Where the time worked is by agreement with the employee; or
  - (ii) Where the change is effected by customary rotation of shift.
- (h) 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.

#### **4.2 Rosters**

- (a) Employees may be required to work either day, intermediate or night shifts on any day of the year.
- (b) Rosters shall be developed between sectional employees and approved by Production Manager.
- (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 Production 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 in 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.
- (e) 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.

#### **4.3 Meal Break**

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

- (c) 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) hours limitation.
- (d) Meal breaks will be staggered in such a way as to not affect production requirements.

#### **4.4 Meal Allowance - Specific to Advertising Production Only**

- (a) 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.
- (b) 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.

#### **4.5 Overtime - Specific to Advertising Production Only**

- (a) The Union acknowledges the right of the Company to require its employees to work a reasonable amount of voluntary overtime to meet production needs.
- (b) 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.
- (c) Overtime shall be computed on a daily basis as follows:
  - (i) Up to and including 5 minutes, no charge;
  - (ii) Above 5 minutes and up to 35 minutes, charge 1/2 hour;
  - (iii) Above 35 minutes, charge 1 hour.

#### **4.6 Shift Breaks**

- (a) An employee, after the completion of time worked, 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.
- (b) Where an Advertising Production 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.

#### **4.7 Health Breaks**

- (a) 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 (2000).
- (b) These breaks should consist of stretching exercises within the vicinity of the workstation and should be taken as a few minutes for every hour of sustained keyboard activity.

## **PART 5**

### **LEAVE of ABSENCE**

#### **5.1 Annual Leave**

- (a) The employer shall not unreasonably withhold approval for the taking of annual leave.
- (b) On termination of employment an employee will be paid all accrued annual leave.
- (c) Annual Leave will be allocated flexibly to best meet the needs of the industry and that of the employees as agreed between the employee and Production Manager.

##### **5.1.1 Edition Control**

- (a) Full-time employees are entitled to six (6) weeks annual leave inclusive of gazetted public holidays for each continuous twelve (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) Annual leave loading shall not be paid separately as it has been incorporated in the annual salary.

##### **5.1.2 Advertising Production**

- (a) 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.
- (b) 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.
- (c) For the purpose of this clause "full pay" shall mean in the case of weekly employees one week's pay as would be an average of that employee's wage over the fifty-two (52) weeks preceding the commencement of such annual leave, ie: inclusive of overtime, higher grade of work and penalty rates earned during that period, but exclusive of holiday loadings.
- (d) A loading of 17.5 % of full pay shall be paid in addition to the pay for all time taken as holiday leave.

#### **5.2 Public Holidays - Specific to Advertising Production Only**

- (a) 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.
- (b) 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.
- (c) 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 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.

In addition to 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.

### **5.3 Long Service Leave (See Also 1.13)**

The *Long Service Leave Act 1955* (NSW), as amended, shall apply.

### **5.4 Parental Leave (See Also 1.13)**

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.

#### **5.4.1 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, eight of which are maternity leave with full pay and 44 weeks maternity leave without pay.
- (b) Staff must take at least six weeks leave after the child's birth. This eight-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.

#### **5.4.2 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.

#### **5.4.3 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.

### **5.5 Personal Leave (See Also 1.13)**

#### **5.5.1 Amount of Paid Personal Leave**

- (a) Paid personal leave is available to an employee when he or she is absent due to:
  - (i) personal illness or injury (sick leave); or
  - (ii) 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

- (iii) 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.
  - (iii) In the second and subsequent years of employment, should any employee use up their 11 Personal Leave days, he/she may receive extended personal leave. Such leave to be granted by management on production of a doctor's certificate, or in the case of leave other than sick leave, an acceptable explanation. Extended personal leave disputed by management will be reviewed by a four-person panel consisting of two management and two union representatives.

#### 5.5.2 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
  - (iv) Grand Parent, Great Grand Parent or Grand Child.

#### 5.5.3 Sick Leave

- (a) 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) 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.
- (c) 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) 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) If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.



#### 5.5.4 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.

#### 5.5.5 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.

### **5.6 Jury Service (See Also 1.13)**

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.

Should an employee be required to attend Jury service any allowances made shall be paid to Newcastle Newspapers Pty Ltd.

### **5.7 Workers Compensation**

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

### **5.8 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.

## **PART 6**

### **REDUNDANCIES & GRIEVANCE SETTLEMENT**

#### **6.1 Redundancy**

After due consultation and 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.

#### **6.2 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 Production 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.

If the matter is not resolved within a reasonable time it shall be referred to the General Manager of Newcastle Newspapers Pty Ltd.

At any time in the grievance settlement procedure, the employee may seek the assistance of a representative from the 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.

### 6.3 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, 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.

### SIGNATORIES

This Agreement is made on this the 13 day of September 2004.

Signed for and on behalf of  
Newcastle Newspapers Pty Ltd

Julie Ainsworth  
General Manager,  
Newcastle Newspapers

In the presence of

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

Matthew Lowe  
AMWU PRINTING DIVISION NSW State  
Secretary

Signed  
Name in Block Letters