

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/49

TITLE: Newcastle Newspaper Pty Limited Clerical Staff Enterprise Agreement 2006

I.R.C. NO: IRC6/88

DATE APPROVED/COMMENCEMENT: 17 January 2006 / 1 January 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/155.

GAZETTAL REFERENCE: 17 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all clerical, features and classified employees employed by Newcastle Newspapers Pty Limited, located at 28-30 Bolton Street, Newcastle NSW 2300, who fall within the coverage of the Clerical and Administrative (State) Award.

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

NEWCASTLE NEWSPAPERS PTY LIMITED CLERICAL STAFF ENTERPRISE AGREEMENT,2006

1. TITLE

This Agreement shall be known as the **NEWCASTLE NEWSPAPERS PTY LIMITED CLERICAL STAFF ENTERPRISE AGREEMENT,2006.**

2. ARRANGEMENT

1. TITLE.....	1
2. ARRANGEMENT.....	1

Part 1 - FORMALITIES3

3. PARTIES AND COVERAGE.....	3
4. DURATION.....	3
5. CONTINUOUS DEVELOPMENT OF AGREEMENT.....	3
6. STATEMENT OF INTENT.....	3
7. DURESS.....	3

PART 2 – AN ORGANISATION DEDICATED TO EXCELLENCE4

8. NEWCASTLE NEWSPAPERS PTY LIMITED VISION STATEMENT.....	4
9. COMMITMENT.....	4
10. COMMUNICATION AND CONSULTATION.....	4
11. EMPLOYEE REPRESENTATION.....	6
12. LEARNING AND DEVELOPMENT.....	6
13. PERFORMANCE MANAGEMENT.....	6
14. CONTINUOUS IMPROVEMENT.....	6
15. TECHNOLOGY.....	7
16. EQUAL EMPLOYMENT OPPORTUNITY & ANTI DISCRIMINATION.....	7

PART 3 – WORK ORGANISATION8

17. TEAMS.....	8
18. HOURS OF WORK.....	8
19. MEAL BREAKS/REST PAUSES.....	9
20. MAKE UP TIME.....	9
21. CLASSIFICATION STRUCTURE.....	10
22. FLEXIBILITY.....	14
23. CONFIDENTIALITY.....	14
24. OCCUPATIONAL HEALTH AND SAFETY.....	14

PART 4 – LEVELS OF SKILL AND REMUNERATION15

25. REMUNERATION.....	15
26. HIGHER GRADE OF WORK.....	15
27. PENALTY RATES.....	15
28. SHIFT ALLOWANCES.....	15
29. OVERTIME.....	16
30. TIME OFF IN LIEU OF PAYMENT OF OVERTIME.....	16
31. TRAVELLING EXPENSES.....	16

32. SALARY SACRIFICE.....	17
33. UNIFORM ALLOWANCE.....	18
34. FIRST AID ALLOWANCE.....	17
PART 5 – LEAVE ENTITLEMENTS.....	19
35. ANNUAL LEAVE.....	19
36. LONG SERVICE LEAVE.....	19
37. PUBLIC HOLIDAYS.....	20
38. PARENTAL LEAVE	20
39. SICK LEAVE.....	21
40. BEREAVEMENT LEAVE	21
41. FAMILY LEAVE	22
42. CAREER BREAK LEAVE	22
43. JURY SERVICE.....	23
44. DEFENCE FORCE LEAVE.....	23
45. TRADE UNION LEAVE.....	24
46. REDUNDANCY	26
PART 6 – GRIEVANCE SETTLEMENT	26
47. GRIEVANCE SETTLEMENT PROCEDURE.....	26
48. TERMINATION OF EMPLOYMENT.....	27
49. NO EXTRA CLAIMS	28
50. DECLARATION	28

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"), and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (United Services Union, The Union) and applies to all Clerical, Features and Classified Staff employed by Newcastle Newspapers Pty Ltd at its Newcastle office.

This Agreement is read in conjunction with the Clerical and Administrative Employees (State) Award. However, the terms of the Agreement will prevail to the extent of any inconsistency.

Should legislation be enacted after the lodging of this Enterprise Agreement that alters the effects of the terms and conditions of the parent award, Clerical and Administrative Employees (State) Award the parties agree that the parent award provisions as at the commencement date of this Enterprise Agreement will be deemed to be part of this agreement. With this securing of award provisions both parties will honour and adhere to the Disputes Procedure contained in Clause 47 for all industrial matters, except to the extent of any inconsistency between this agreement and the award. In the case of inconsistency this agreement would prevail over the award.

4. DURATION

This Agreement shall operate from 1 January 2006 for a term of three (3) years. Six (6) months prior to the expiry of this agreement the parties will begin negotiations of a new agreement.

5. CONTINUOUS DEVELOPMENT

This agreement supports a dynamic, continually developing workplace and 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.

7. DURESS

This agreement was not entered into under duress by any party to it.

PART 2 – AN ORGANISATION DEDICATED TO EXCELLENCE

8. 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, Features and Classified 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 and maintain job satisfaction & job security.
- (c) To create an environment where employees are encouraged to continuously learn, create, and share in the development of new skills, information and knowledge.

9. 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.

10. 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) learning and development;
- (e) Resolving conflict in an effective manner; and

- (f) Improving communication through the Consultative Committee. 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.
- (g) Consultation means providing relevant information to employees and their representatives about impending changes, decisions and other issues which will affect them, so that they are able to meaningfully participate in debate and, for this to be effective, the participation must be contributing to the decision making process.

11. EMPLOYEE REPRESENTATION

Quarterly site consultative meetings shall occur between Newcastle Newspapers management and United Services Union (USU) delegates with the objective of improving the working lives of Newcastle Newspapers employees.

This will assist in achieving improved decision making and the resolution of grievances.

The agreed "Dignity & Respect in the Workplace Charter" is to be signed by employee elected United Services Union delegates, employer representatives, and OH&S representatives. This charter will be prominently displayed on each floor.

Newcastle Newspapers employees shall when discussing employment matters in connection with rights and obligations under the agreement, have the right to:

- be represented either individually or collectively, by a person(s) or organisation (s) of the employee's choice, in all employment matters;
- reasonable paid time and access to meet and discuss employment matters with their chosen employee representative, at a time and place suitable to all parties, either on an individual or collective basis;
- have their chosen representative, who is not an employee of Newcastle Newspapers provided with same access rights as provided to Newcastle Newspaper employee representatives.

The Company acknowledges the additional role of USU delegates, and their right to:

- be treated fairly and to perform their role as union delegates without any discrimination in their employment;
- the right to formal recognition by the employer that endorsed union delegates speak on behalf of the union members in their workplace;
- the right to bargain collectively on behalf of those they represent;
- the right to consultation and access to reasonable information about the workplace and business;
- the right to paid time to represent the interests of members to the employer and industrial tribunals;
- the right to be take reasonable paid Trade Union leave, as per Clause 45;
- the right to address new employees about the Union;
- the right to reasonable access to telephone, facsimile, post, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues;

- the right to place union information on a noticeboard in a prominent location in the workplace.

12. LEARNING AND DEVELOPMENT

Newcastle Newspapers Pty Ltd and staff will implement learning and development in order for staff to continually improve in the provision of services to customers and work processes. Learning & development will be:

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

13. 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 performance.
- (c) link individual staff development with goal achievement.

14. CONTINUOUS IMPROVEMENT

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

- (a) agreed deadlines and standards
- (b) continuous improvement of quality;
- (c) improved harmonious relationships between staff;
- (d) optimised workflow;
- (e) improved communication & knowledge;
- (a) learning & development and improved technology.

15. 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 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 in itself justify increased remuneration for clerical employees.

16. EQUAL EMPLOYMENT OPPORTUNITY & ANTI DISCRIMINATION

It is the intention of the Parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

To support the notion of Anti-Discrimination, reference can also be made to the Companies Anti-Bullying and Equal Employment Opportunity Policies published on the Fairfax Intranet site.

PART 3 – WORK ORGANISATION

17. 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.

18. HOURS OF WORK

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.

Ordinary working hours shall not exceed 152 (one hundred and fifty two) hours in a cycle of 28 (twenty-eight) consecutive days.

The Company shall have the discretion to change ordinary hours of work within the span of ordinary hours.

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.

Any dispute concerning changed hours will be referred to the Consultative Committee or alternatively dealt with under Clause 47 of this Agreement.

18.1 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 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 provisions of this clause, the Company and an employee may agree in writing, to observe other conditions in order to meet its own requirements.

18.2 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 four (4) hours worked.
- (h) Casual employees may be engaged to work full-time hours at casual rates on a temporary basis to meet business requirements.

19. 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.

20. 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.

21. CLASSIFICATION STRUCTURE

All employees shall be graded in one of the following grades and informed accordingly in writing within fourteen (14) days of appointment to the position held by the employee and subsequent graded positions.

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.

21.1 Grade 1

An employee at this level:

- (a) works under direct supervision with regular checking of progress;
- (b) applies knowledge and skills to a limited range of tasks; and
- (c) performs working established routines, methods and procedures that are predictable and which require the exercise of limited discretion.

The following tasks are indicative of those performed by an employee at this level:

- i) prepare for work;
- ii) complete daily work activities;
- iii) apply basic communication skills;
- iv) plan skills development;
- v) use business equipment;
- vi) follow workplace safety procedures;
- vii) operate a personal computer;
- viii) develop keyboard skills; and
- ix) follow environmental work practices.

21.2 Grade 2

An employee at this level:

- (a) works under routine supervision with intermittent checking;
- (b) applies knowledge and skills to a range of task; and
- (c) usually performs work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

The following tasks are indicative of those performed by an employee at this level:

- i) work effectively in a business environment;
- ii) organise and complete daily work activities;
- iii) communicate in the workplace;
- iv) work effectively with others;
- v) use business technology;
- vi) process and maintain workplace information;
- vii) prepare and process financial/business documents;
- viii) deliver a service to customers;

- ix) provide information to clients;
- x) implement improved work practices;
- xi) participate in workplace safety procedures;
- xii) handle mail;
- xiii) produce simple work-processed documents;
- xiv) create and use simple spreadsheets; and
- xv) participate in environmental work practices.

21.3 Grade 3

An employee at this level:

- (a) works under limited supervision with checking related to overall progress;
- (b) may be responsible for the work of others and may be required to coordinate such work;
- (c) applies knowledge with depth in some areas and a broad range of skills; and
- (d) performs work within routines, methods and procedures where some discretion and judgement is required.

The following tasks are indicative of those performed by an employee at this level:

- i) exercise initiative in a business environment;
- ii) organise personal work priorities and development;
- iii) contribute to effective workplace relationships;
- iv) contribute to personal skill development and learning;
- v) organise workplace information;
- vi) produce business documents;
- vii) maintain financial records;
- viii) recommend products and services;
- ix) deliver and monitor a service to customers;
- x) maintain workplace safety;
- xi) support innovation and change;
- xii) maintain environmental procedures;
- xiii) product texts from notes;
- xiv) produce texts from audio transcription;
- xv) design and develop text documents;
- xvi) create and use databases;
- xvii) create electronic presentations;
- xviii) organise schedules;
- xix) process payroll;
- xx) process accounts payable and receivable;
- xxi) maintain a general ledger;
- xxii) support leadership in the workplace;
- xxiii) participate in work teams;
- xxiv) support operational plans;
- xxv) provide workplace information and resourcing plans;
- xxvi) support continue improvement systems and processes;
- xxvii) deliver and monitor a service to customers; and
- xxviii) support a workplace learning environment.

21.4 Grade 4

An employee at this level:

- (a) works without supervision, with general guidance on progress and outcomes sought;
- (b) may be responsible for the organisation of the work of others;
- (c) applies knowledge with depth in some areas and a broad range of skills;
- (d) performs a complex range of tasks; and the range and choice of actions required will usually be complex; and
- (e) performs work within routines, methods and procedures where discretion and judgement is required for both self and others.

The following tasks are indicative of those performed by an employee at this level;

- i) develop work priorities
- ii) establish business networks;
- iii) develop teams and individuals;
- iv) analyse and present research information;
- v) maintain business technology;
- vi) coordinate business resources;
- vii) report on financial activity; promote products and services;
- viii) coordinate implementation of customer service strategies;
- ix) monitor a safe workplace;
- x) promote innovation and change;
- xi) implement and monitor environmental policies;
- xii) show leadership in the workplace;
- xiii) manage effective workplace relationships;
- xiv) lead work teams;
- xv) implement operational plan;
- xvi) implement workplace information system;
- xvii) implement continuous improvement;
- xviii) develop teams and individuals;
- xix) produce complex texts from shorthand notes;
- xx) produce complex business documents;
- xxi) develop and use complex databases;
- xxii) develop and use complex spreadsheets;
- xxiii) organise meetings;
- xxiv) organise business travel;
- xxv) administer projects; and
- xxvi) prepare financial reports.

21.5 Grade 5

An employee at this level:

- (a) may be responsible for the planning and management of work of others;
- (b) applies knowledge with substantial depth in some areas and a range of skills which may be varied or highly specific;
- (c) applies knowledge and skills independently and non-routinely; and
- (d) exercises considerable judgement and initiative.

The following tasks are indicative of those performed by an employee at this level:

- i) manage personal work priorities and professional development;
- ii) provide leadership in the workplace;
- iii) establish effective workplace relationships;
- iv) facilitate work teams;
- v) manage operational plan;
- vi) manage workplace information systems;
- vii) manage quality customer service;
- viii) ensure a safe workplace;
- ix) promote continuous improvement;
- x) facilitate and capitalise on change and innovation;
- xi) develop a workplace learning environment;
- xii) manage the establishment and maintenance of a workgroup network;
- xiii) manage meetings;
- xiv) plan or review administration systems;
- xv) manage payroll; and
- xvi) manage business document design and development.

21.6 Grade 6

An employee at this level:

- (a) may be responsible for the planning and management of the work of others;
- (b) be accountable for personal outputs within broad parameters;
- (c) applies knowledge with substantial depth across a range of specialised areas; and exercises a range of skills which may be varied, multi-disciplinary and/or highly specialised;
- (d) applies knowledge and skills independently and non-routinely involving breadth, depth and complexity; and
- (e) exercises high levels of judgement and initiative, involving analysis, design, planning, execution and evaluation across a range of areas and functions.

The following tasks are indicative of those performed by an employee at this level:

- i) define and develop record keeping policies and practices, including:
 - * security and access rules and procedures
 - * records retention and disposal schedules
 - * management of records over time
- ii) contribute to the development and implementation of strategic plans;
- iii) develop marketing strategies and plans, including:
 - * marketing campaigns
 - * market research
- iv) develop e-business strategies and plans;
- v) evaluate new business technologies;
- vi) develop website and electronic communication and/or database strategies;
- vii) manage multiple projects and programs;
- viii) develop systematic approaches to OH&S

22. FLEXIBILITY

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

23. 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.

24. 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

25. REMUNERATION

- (a) Employees wages will be increased as follows:
- 3% paid from 1 Jan 2006
 - 3% paid from 1 Jan 2007
 - 3% paid from 1 Jan 2008
- (b) The following rates of payment shall be the minimum weekly rates of remuneration:

	Existing	1 Jan 2006	1 Jan 2007	1 Jan 2008
Grade 1	\$524.00	\$539.70	\$555.90	\$572.60
Grade 2	\$548.90	\$565.40	\$582.40	\$599.90
Grade 3	\$586.70	\$604.30	\$622.40	\$641.10
Grade 4	\$636.40	\$655.50	\$675.20	\$695.50
Grade 5	\$709.70	\$731.00	\$752.90	\$775.50
Grade 6	n/a	\$790.80	\$814.50	\$838.90
At 17 yrs of age	\$293.20	\$302.00	\$311.10	\$320.40
At 18 years of age	\$357.00	\$367.70	\$378.70	\$390.10
At 19 years of age	\$427.10	\$439.90	\$453.10	\$466.70
At 20 years of age	\$485.30	\$499.90	\$514.90	\$530.30

- (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 deducted from their wages and paid by electronic funds.

26. 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) An employee relieving another paid at a lower rate shall not suffer any reduction in pay whilst so relieving.

27. 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.

28. 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.

29. 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 employees 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 \$14 shall be paid when overtime extends past 6pm.
- (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 expense of conveying the employee between his/her home and place of employment.

30. 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) Authorised overtime taken as time off in lieu shall be taken at the overtime rate.
- (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.

31. 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 0.57 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.

32. SALARY SACRIFICE

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

- (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.

33. UNIFORM ALLOWANCE

This allowance is only payable if the employee wears the uniform during work hours:

- (a) after successful completion of the probation period (3 months) a new employee shall be provided with a uniform allocation. The allocation shall be two x bottoms (pants or skirt), two x shirts, and one x jacket.
- (b) additionally each year, the Company shall provide an employee with one x bottom (pants or skirt) and two x shirts. However, in the case of casual and part-time staff the allocation shall be based on the number of days they work.
- (c) 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.
- (d) the wearing of uniform and/or business attire is as per the Company policy on dress standards.
- (e) if the uniform is damaged beyond normal wear and tear, whilst undertaking normal duties, the Company will arrange repair or replacement of the damaged garment.

34. FIRST AID ATTENDANTS

Nominated first aid attendants will be provided with the relevant first aid training and certificate. Nominated first aid attendants will receive an allowance of \$10 per week.

PART 5 – LEAVE ENTITLEMENTS

35. 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	5 days pay
And thereafter	

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

36. LONG SERVICE LEAVE

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

37. PUBLIC HOLIDAYS

Full-time or part-time employees who work on a gazetted public and/or local holiday in New South Wales will be paid at either double time and one half inclusive, or receive the equivalent time off in lieu at the overtime rate. Newcastle Show Day, when gazetted, is treated as a public holiday under the terms of this agreement.

38. 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.

Fairfax policy will apply to this clause when the benefits within those policies exceed the terms of this Agreement.

38.1 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, 8 of which are maternity leave with full pay and 46 weeks maternity leave without pay.
- (b) In order to ensure a safe and healthy work environment for employees, where, because of an employee's pregnancy or childbirth, the Company identifies health or safety risks in the employee performing their position, the Company may require the employee to provide a medical certificate concerning the employee's ability to safely perform the requirements of their particular position, either during the pregnancy or prior to or upon re-commencement of work.
- (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.

38.2 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, 6 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.

38.3 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, 6 of which are adoption leave with full-pay and 46 weeks adoption leave without pay when they are the primary care giver.

39. SICK LEAVE

Reasonable sick leave applies as per the Fairfax policy above the normal entitlement for circumstances of genuine illness.

(a) Definition

Sick leave is available to an employee when he or she is absent due to personal illness or injury

(b) 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.
- (iv) to qualify for sick leave, an employee must 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.
- (v) Production of a medical certificate shall be required for any period of sickness, which continues for more than one day.
- (vi) 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.
- (v) If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

40. 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. Where individual circumstances require additional paid bereavement leave, this will be reviewed on an individual basis.

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.

(d) **Immediate family or household**

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.

Those people covered by the concept of family and household are broadly interpreted, including their own or their partners, as:

- (i) a spouse of the employee; or
- (ii) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person, and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or adult (including adopted child, a stepchild, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defector spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household.

41. FAMILY 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**

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.

Those people covered by the concept of family and household are broadly interpreted, including their own or their partners, as:

- (j) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person, and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (iii) a child or adult (including adopted child, a stepchild, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defector spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household.

42. CAREER BREAK LEAVE

A career break is an extended period of unpaid leave. An employee may be eligible to take a career break for reasons that are not covered by the usual leave entitlements. For example:

- i) extension of skills that may be used within Newcastle Newspapers, or personal development;
- ii) family responsibilities eg dependent care, elder care;
- iii) significant social or community responsibilities eg volunteer work for a community organisation;
- iv) extended travel opportunities;
- v) completing study; or
- vi) work experience in an organisation that is not a direct competitor of Newcastle Newspapers.

An employee will be eligible for a career break when:

- (a) he or she has completed two years of continuous service prior to commencing the career break;
- (b) all outstanding leave and accrued long service leave has been taken;
- (c) he or she as applied to their manager and human resources providing a summary of the benefits to be gained from the career break by both the Company and the employee, and the leave has been approved by both the Manager and Human Resources.

Approval of a career break remains at the Manager and Human Resources discretion, taking into consideration the employee's performance, immediate business needs and the benefits for the Company and the employee.

Any application for career break leave must be submitted at minimum three (3) months prior to the date on which the employee wishes to commence the career break.

At the conclusion of the approved Career Break the employee will be entitled to return to a position that is nearest to their previous position in pay and status and matches appropriate with the employee skills. Where no such position exists, the employee may be eligible for redundancy in accordance with the terms of Clause 46 of this Agreement.

A career break is not considered a break in continuity of service. However, long service leave, annual leave, superannuation, sick leave etc do not accrue during the career break. Employees may make their own contributions to their Company

superannuation during the period of career break. Any coverage of the superannuation death/ impairment would be as per individual policies.

The length of a career break may vary from six (6) weeks to twelve (12) months. When taken in conjunction with parental leave, the total unpaid leave may be up to 24 months.

43. 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.

44. DEFENCE FORCE LEAVE

If you're a defence reservist, you're entitled to attend compulsory service training.

44.1 Eligibility and entitlement

The company recognises the importance of the Reserve Forces and the opportunities this service offers for personal development. Accordingly, the company supports your decision to enlist in the reserves.

You are entitled to 10 days paid leave once every calendar year for defence training if you are a member of a voluntary defence force and the leave is a compulsory part of your service. If you wish to take more than 10 days' leave to attend military camps you must apply for this leave as annual leave.

44.2 Application and Approval

You must complete a Leave application form for your manager's approval. A letter from your commanding officer requesting your attendance for military training is required before leave can be approved.

44.3 Payment

The company continues to pay you your current salary when you take defence force leave.

Your current salary is the pay you would ordinarily receive less overtime and shift penalties.

If you ordinarily receive a bonus for the work you perform, you should discuss with your manager or HR representative what bonus you will be paid while you are on defence force leave. You are required to repay to the company the amount paid to you by the defence force for attending training. You can retain any amount paid by the defence force, which is more than your current salary.

45. TRADE UNION LEAVE

The Company will provide reasonable leave to delegates to attend trade union training courses.

The amount of leave allowed each year will be 5 days (cumulative). Approval of additional leave will be determined by the Senior Human Resource Advisor in consultation with the relevant Supervisor and the Union Representative requesting the leave.

There is nothing preventing a union representative utilising other forms of leave for which they have an accrued entitlement for the purpose of Trade Union training.

Approval for other forms of leave for the purpose of attending trade union training will remain at the discretion of the Supervisor and Human Resource Representative in accordance with standard protocols.

46. REDUNDANCY

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

An employee will be eligible for a redundancy payment if his or her position in the business becomes redundant, there is no adequate alternative position for the employee with the Company or otherwise, and his or her employment is subsequently terminated.

When the Company makes a definite decision that a position in the business has become redundant, the Company agrees to advise affected employees and the Union about the likely effects of the decision as soon as practicable. The Company agrees to discuss the reasons for the redundancy and measures to be taken to avoid or minimise the effects on employees including the availability of acceptable alternative employment.

PART 6 – GRIEVANCE SETTLEMENT

47. 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.

- (c) If the matter is not resolved within a reasonable time it shall be referred to the Senior Human Resources Advisor and/or other senior representatives of the Company.
- (d) If the matter is still unresolved by as per (c) above within a reasonable time, it shall be referred to the General Manager and/or other senior representatives of the Company.
- (e) If the matter is not resolved as above within a reasonable time it shall be referred to the Industrial Relations Commission of NSW for the purposes of conciliation, or if conciliation fails, for arbitration.
- (f) At any time in the grievance settlement procedure, the employee may seek the assistance of a representative from a union, party to this agreement.
- (g) During the grievance procedure, Newcastle Newspapers Pty Ltd, the Union, its officers and members, and the employees of Newcastle Newspapers Pty Ltd shall not undertake industrial action against the other party, in relation to the grievance. Production shall continue as normal until a resolution is reached.

48. 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). 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) Fairfax policy will apply where an employee's conduct or performance falls below the standards required by the Company. Where an employee's conduct or performance falls below the standards required by the Company, disciplinary action may be taken in accordance with Fairfax policy. The appropriate disciplinary action will depend on the circumstances of each case and may consist of one or more of the following:
 - i) one or more verbal warnings;
 - ii) one or more written warnings;
 - iii) a final written warning; or
 - iv) termination of employment with or without notice.

49. NO EXTRA CLAIMS

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

50. 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 into this agreement with full knowledge as to the content and effect of the document.
- (b) No existing employee will suffer a reduction in wages or conditions as a result of the making of this agreement

SIGNATORIES

This Agreement is made on this the day of2005.

Signed for and on behalf of
Newcastle Newspapers Pty Ltd

In the presence of

.....
Julie Ainsworth
General Manager

.....
Signed

.....
Name in Block Letters

Signed for and on behalf of
the New South Wales Local
Government, Clerical, Administrative,
Energy, Airlines & Utilities Union (United
Services Union)

In the presence of

.....
Brian Harris
General Secretary
New South Wales Local
Government, Clerical, Administrative,
Energy, Airlines & Utilities Union
(United
Services Union)

.....
Signed

.....
Name in Block Letters