



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/275)

JOURNALISTS PUBLISHED MEDIA AWARD 2010

[MA000067]

Journalism

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Journalists Published Media Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Journalists Published Media Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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Journalists Published Media Award 20XX

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Journalists Published Media Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth).

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 16.2(a)).

artist means a person, other than a person solely employed in retouching photographic plates, who prepares for publication:

- (a) original drawings of any kind; or
- (b) creative art of any kind; or
- (c) photographs, drawings, layouts, maps, plans, diagrams, decorations, lettering (including instant or transfer lettering), borders, backgrounds or similar embellishments.

cadet means an employee who is constantly or regularly in training for journalism, press photography or editorial art and who has not become classified as an award level employee.

country non-daily newspaper means a newspaper published on less than 5 days a week and which is principally distributed within a regional area, other than a metropolitan area of a capital city.

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

editorial employees include reporters, writers, photographers, sub-editors, cartoonists, artists, video journalists, moderators of blogs on news websites, editorial content producers for online publications, chiefs of staff, picture editors, designers and production managers.

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

metropolitan daily newspaper means a newspaper published Monday to Saturday or published only on a Sunday and which is principally distributed throughout the metropolitan area of one or more capital cities or the metropolitan areas of Newcastle or Wollongong.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

NES means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the [Act](#).

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.

ordinary hourly rate means the minimum hourly rate for an employee's classification specified in clause 14.1 plus any all-purpose allowance to which the employee is entitled.

photographer means a person who takes and where necessary prepares photographs for reproduction in a publication published by an employer.

published media industry has the meaning given in clause 4.2.

regional daily newspaper means a newspaper which is published on more than 4 days a week and which is principally distributed within a regional area, other than a metropolitan area of a capital city or the metropolitan areas of Newcastle or Wollongong.

specialist publication means a publication published by an employer that employs 20 or fewer editorial employees but excludes a regional daily newspaper, country non-daily newspaper, suburban newspaper or metropolitan daily newspaper.

standard rate means the minimum weekly rate for a Level 3 employee in clause 14.1.

Sub-editing procedures includes activating computer programs to:

- (d) prepare an electronic layout of the page or pages other than the assignment of advertisements; and/or
- (e) perform complex make-up, which causes headings, text, picture captions, editorial line work and editorial display devices such as rules, borders, stipples, colour tints, panels, graphs, reverses and half tones of news items or feature articles, to be typeset in a single operation in the relative positions described for or assigned to them in an editorial layout and whether typeset as one or more areas, or a full page or pages.

suburban newspaper means a newspaper that is principally distributed within a suburb or discrete collection of neighbouring suburbs, within but not comprising the whole metropolitan area of a capital city.

wire service means a news gathering organisation that distributes syndicated copy electronically, usually to subscribers.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the published media industry with respect to their employees engaged in journalism in its literary, artistic and photographic branches and/or the gathering, writing or preparing of news matter or news commentaries, and their employees in the classifications listed in clause 11—Classifications to the exclusion of any other modern award.
- 4.2 **Published media industry** means the industry concerned with the publication of newspapers, magazines, periodicals, journals and online publications, and the provision of wire services.
- 4.3 Where this award refers to an employee working on an employer's print publication (such as a metropolitan daily newspaper or a regional daily newspaper), it includes a reference to an employee employed by that employer on the print publication's associated online publication.
- 4.4 Without limiting the generality of the foregoing, this award does not cover employers covered by the following awards with respect to employees covered by the awards:
- (a) *Graphic Arts, Printing and Publishing Award 20XX*;
 - (b) *Broadcasting and Recorded Entertainment Award 20XX*; or
 - (c) *Clerks—Private Sector Award 2020*.
- 4.5 The award does not cover employees employed in the following positions:
- (a) editor, editor in chief and chief of staff of a metropolitan daily newspaper; and
 - (b) Nationally:
 - (i) on a national metropolitan daily newspaper: 6 positions;

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- (ii) on any associated publication including an online publication: one position;
- (c) in Victoria and New South Wales:
 - (i) on a metropolitan daily newspaper published in the respective state: 10 positions;
 - (ii) on its related Sunday newspaper: 2 positions;
 - (iii) on any other associated publication including an online publication: one position;
- (d) in Queensland and South Australia:
 - (i) on a metropolitan daily newspaper published in the respective state: 4 positions;
 - (ii) on its related Sunday newspaper: 2 positions;
 - (iii) on any other associated publication including an online publication: one position;
- (e) in Tasmania:
 - (i) on a metropolitan daily newspaper published in Tasmania: 3 positions;
 - (ii) on any other associated publication including an online publication: one position;
- (f) in Western Australia:
 - (i) on a metropolitan daily newspaper published in Western Australia: 5 positions;
 - (ii) on a separately published metropolitan Sunday newspaper: 3 positions;
 - (iii) on any other associated publication including an online publication: one position;
- (g) in the Northern Territory:
 - (i) on a metropolitan daily newspaper published in the Northern Territory: one position;
 - (ii) on any other associated publication including an online publication: one position;
- (h) in the Australian Capital Territory:
 - (i) on a metropolitan daily newspaper published in the Australian Capital Territory: 4 positions;
 - (ii) on a separately published metropolitan Sunday newspaper: one position;

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- (iii) on any other associated publication including an online publication: one position;
- (i) in a magazine publishing business that employs more than 20 editorial employees:
 - (i) any employee (below the level of publisher) who has principal responsibility for the editorial aspect of more than one magazine published by the employer, including without limitation an editor in chief;
 - (ii) any employee (below the level of publisher) who has principal responsibility for the artistic aspect of more than one magazine published by the employer, including without limitation an art director;
 - (iii) photographic manager;
 - (iv) on any weekly magazine: 2 positions;
 - (v) the editor on any other magazine;
- (j) in a regional daily newspaper business, the editor and:
 - (i) the next most senior editorial employee employed in a regional daily newspaper published in Albury, Geelong or Launceston;
 - (ii) the next 2 most senior editorial employees employed in a regional daily newspaper published in Townsville;
 - (iii) the next 3 most senior editorial employees employed in a regional daily newspaper published on the Gold Coast;
- (k) in an online publishing business (that is not an associated publication of a print publication) that employs more than 20 editorial employees:
 - (i) any employee (below the level of publisher) who has principal responsibility for the editorial or artistic aspect of more than one online publication published by the employer, including an editor in chief or art director;
 - (ii) the editor of any online publication;
- (l) at Australian Associated Press: 11 positions.

4.6 This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees;
- (c) an employer bound by an enterprise award with respect to any employee whose position is exempted from the coverage of the enterprise award;

- (d) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.7 This award covers any employer which supplies labour on an on-hire basis in the published media industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.7 operates subject to the exclusions from coverage in this award.

4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

4.9 Exemptions from award provisions

- (a) Part 3—Hours of Work and Part 5—Overtime and Penalty Rates of this award will not have any application to the following employees:
- (i) an employee employed on an online publication other than those employees described in clause 4.3; or
 - (ii) an employee classified as:
 - Levels 12 or 13;
 - Level 10 by a suburban newspaper; or
 - Level 9 by a country non-daily newspaper.
- (b) The overtime provisions applying to part-time and casual employees at clauses 9.6, 9.7, and 10.4 will not apply to employees referred to in clause 4.9(a).
- (c) Provided that, all the employees referred to in clause 4.9(a) will be given at least 2 days off in each week in accordance with clause 12.9. The provisions of clause 18.6 will apply to an employee not given 2 days off.
- (d) The following clauses of this award will not have any application to employees employed by a specialist publication:
- Clause 12—Ordinary hours of work
 - Clause 13—Breaks
 - Clause 18—Overtime;
 - Clause 19—Shiftwork and weekend penalty rates.

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 29—Dispute resolution.

7. Facilitative provisions

- 7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual

employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
12.2	Ordinary hours of work	A majority of employees
12.3	Ordinary hours of work	An individual
12.6	Ordinary hours of work	An individual
21.7	Annual leave in advance	An individual
21.9	Cashing out of annual leave	An individual
26.3(c)	Employees receiving additional annual leave	An individual
26.4	Substitution of certain public holidays by agreement at the enterprise	An individual

Part 2—Types of Employment and Classifications

8. Full-time employees

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

9. Part-time employees

9.1 A part-time employee is an employee who is employed on a continuing basis and engaged to work an average of less than 38 ordinary hours per week.

9.2 An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any day or shift.

9.3 A part-time employee will receive on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

9.4 The weekly hours of employment, including starting and finishing times, will be as agreed between the employee and the employer.

9.5 The employer may change the hours of work by providing 7 days' notice in writing, provided that there is no change to the total agreed number of ordinary hours of work. Clause 9.5 is subject to clause 28—Consultation about changes to rosters or hours of work.

9.6 An employer may ask a part-time employee to work at times other than those agreed in case of an emergency or a shortage of staff because of sickness or other causes which cannot reasonably be foreseen. In this case the employer must give the

employee as much notice as possible and will, within the same or the following week, give the employee time off duty to compensate for the additional time worked.

9.7 Overtime

- (a) For a part-time employee, all time worked in excess of the agreed hours (except as provided for in clause 9.6 or as varied in accordance with clause 9.5) will be overtime and must be paid for at overtime rates.
- (b) Where a part-time employee works overtime, the employer must pay the employee overtime rates as follows:
 - (i) **150%** of the ordinary hourly rate for the first 3 hours; and
 - (ii) **200%** of the ordinary hourly rate after 3 hours.
- (c) The overtime provisions in clauses 9.7(a) and 9.7(b) will not apply to the employees listed at clause 4.9(a).

10. Casual employees

10.1 A casual employee is an employee who is engaged by the hour and paid as a casual employee.

10.2 A casual employee must be engaged for a minimum of 3 hours and 45 minutes on each occasion.

10.3 For each hour worked, a casual employee must be paid:

- (a) the ordinary hourly rate for the appropriate classification; and
- (b) a loading of **25%** of the ordinary hourly rate.

10.4 Overtime

- (a) Casual employees are entitled to overtime for hours worked in excess of:
 - (i) for all employees, 38 hours in a week; and
 - (ii) in the case of employees employed by a metropolitan daily newspaper, 10 hours in a day; and
 - (iii) in the case of employees employed by a magazine, regional daily newspaper, suburban newspaper and country non-daily newspaper, 7.5 hours in a day.
- (b) Where a casual employee works overtime, the employer must pay the employee overtime rates as follows:
 - (i) **150%** of the ordinary hourly rate for the first 2 hours; and
 - (ii) **200%** of the ordinary hourly rate after 2 hours.
- (c) The overtime provisions in clauses 10.4(a) and 10.4(b) will not apply to the employees listed at clause 4.9(a).

10.5 The ordinary hourly rate for the calculation of shift penalty rates and overtime rates for casual employees does not include the casual loading.

11. Classifications

11.1 Cadet journalists

- (a) A cadet journalist may be employed:
 - (i) as a graduate cadet; or
 - (ii) as a standard cadet.

11.2 Graduate cadet

- (a) An employee with either an appropriate diploma or degree (as determined by the employer) from a tertiary institution will be employed as a graduate cadet.
- (b) The period of cadetship for graduate cadets will not exceed one year, provided training requirements are met.
- (c) During a period of cadetship, a graduate cadet will be paid at the rate for a final year cadet.

11.3 Standard cadet

- (a) A standard cadet is a cadet employed as other than a graduate cadet.
- (b) The period of cadetship for standard cadets must not exceed 3 years, provided training requirements are met.
- (c) In calculating the period of cadetship, experience as a cadet will be regarded as continuous despite a cadet having been employed by several employers.

11.4 Training of cadets

- (a) A cadet journalist will be fully and thoroughly taught and instructed by the employer in practical journalism as it operates in the office in which the cadet is employed.
- (b) An experienced person will supervise the training of the cadet.
- (c) The training will include the handling of news from its collection to its publication.
- (d) Cadets in press photography or editorial art will be provided with the appropriate training.
- (e) A cadet journalist will be permitted to be absent during working hours for periods of up to:
 - (i) 4 hours in any week to attend classes approved by the employer; and
 - (ii) an additional 6 hours to attend at an Australian university for a course in journalism or other approved course.

- (f) Cadets in press photography and editorial art will be permitted to be absent for up to 10 hours a week to attend classes approved by the employer.
- (g) **Fees**
 - (i) All fees for the studies prescribed will be paid by the cadet and reimbursed by the employer provided that the cadet's conduct and progress are satisfactory.
 - (ii) Clause 11.4(g) will not apply where the employer pays the fees.
 - (iii) The employer is not required to either reimburse or pay for any amounts owed by the cadet under the Higher Education Loan Program.

11.5 Editorial employees

Editorial employees, other than cadets, will be classified by their employer in the following 3 bands:

- (a) **Band 1**
 - (i) Editorial employees classified in band 1 have completed the training requirements of a cadetship or its equivalent and are gaining experience in a wide range of practical areas and/or undertaking additional training.
 - (ii) They normally perform journalistic and photographic duties under broad supervision.
 - (iii) As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgment and/or the exercise of more advanced skills.
 - (iv) Beginning as a Level 1 artist or photographer, they require decreasing supervision and exercise greater professional judgment and skills to Level 7.
- (b) **Band 2**
 - (i) Editorial employees classified in band 2 have obtained wide practical experience and are exercising advanced skills.
 - (ii) They are capable of working independently and of exercising initiative and judgment on difficult and responsible assignments.
 - (iii) They may work either individually or as part of a team without direct supervision.
- (c) **Band 3**
 - (i) Editorial employees classified in band 3 exercise the highest level of skills and responsibility.
 - (ii) Their duties require the exercise of sustained high levels of professional, technical and creative skills of mature and experienced judgment and outstanding levels of individual accomplishment.

- 11.6** The classification definitions in clause 11.5 are indicators of skill only and for the purpose of fixing the minimum award rate of pay to which employees are entitled and are not to be applied to restrict the range of work that may be required of an employee.
- 11.7** Editorial employees employed:
- (a) by a country non-daily newspaper cannot be classified above Level 9; and
 - (b) by a regional daily newspaper, suburban newspaper or specialist publication cannot be classified above Level 10.

Part 3—Hours of Work

12. Ordinary hours of work

Subject to clause 4.9(c), clause 12 will not have any application to the employees listed at clause 4.9(a).

- 12.1** Ordinary hours of work will be an average of 38 hours a week to be worked on one of the following bases (provided that the requirements of clauses 12.6 and 12.9 are met):
- (a) by employees working 38 ordinary hours over 5 days in a 7 day work cycle;
 - (b) by employees working 152 ordinary hours over 19 days in a 20 day work cycle;
 - (c) by employees working 76 ordinary hours over 9 days in a 10 day work cycle; or
 - (d) by employees working 38 hours on 4 days in each 5 day work cycle.
- 12.2** The arrangement for working the average of 38 hours per week at each workplace (or section of the workplace) will be agreed between the employer and the majority of employees affected.
- 12.3** An employer and an individual employee may agree on an arrangement for working the average of 38 hours per week which differs from the arrangement that applies to the majority of employees (provided that the requirements of clauses 12.1, 12.6 and 12.9 are met).
- 12.4** **Penalty rates may not apply**
- (a) Where agreement has been reached under clause 12.2 or 12.3:
 - (i) to move from a 5 day week to a 4 day week; or
 - (ii) to move to a 9 day fortnight; or
 - (iii) to move to a 19 day month; or

- (iv) to implement some other agreement that involves working fewer than 5 days per week on a consistent basis; and
- (b) the new work arrangements in clause 12.4(a) would lead to increased costs as a result of some or all employees concerned becoming entitled to shift penalty rates that they would not have been entitled to if working on 5 day per week basis,
- (c) The agreement may provide that one or more of the penalties in clause 19— Shiftwork and weekend penalty rates will not apply. In such a case, those penalty rates will not apply.

12.5 In clause 12, **day** means a period of 24 hours unless stated otherwise.

12.6 Ordinary hours will be a minimum of 4 hours and a maximum of 11 hours' work per day (or 12 hours with the agreement of the employee).

12.7 Make-up time

An employee may elect, with the consent of the employer, to work make-up time where the employee takes time off during ordinary hours and works those hours at a later time.

12.8 Calculation of time worked

- (a) Except on a distant engagement, an employee's hours of duty will count continuously from the time of entering upon duty, as defined in clause 12.8(b), until the time of finishing duty.
- (b) **Entering upon duty** means the earlier of:
 - (i) arrival at the office for the first time in the day to begin duty; or
 - (ii) beginning of the first engagement, provided that a reasonable time will be allowed to cover the period required to reach the engagement from home or from the temporary place of residence or accommodation should an employee be temporarily assigned to duty away from the city or town in which they are regularly employed.

12.9 Days off

- (a) Each employee will have at least 2 days off in every 7 days in relation to the period over which 38 hours is averaged in accordance with clause 12.1.
- (b) Employees who work under an arrangement where the 38 hours allow for more than 2 days off a week may bank up to 5 additional days off with the agreement of their employer.
- (c) An employer may require an employee to work on the employee's day off in case of an emergency or a shortage of staff because of sickness or other cause which cannot reasonably be foreseen. In this case, the employer must give the employee as much notice as possible and will, within the same or the succeeding week, give the employee another day off in place of the original one.

- (d) Where an employee is given a day off duty, that day will start 12 hours after the time the employee finished duty.
- (e) When an employee is given 2 or more consecutive days off duty, those consecutive days will start 8 hours after the employee finished duty.
- (f) Employees who are not given their days off in accordance with clause 12.9 will be paid **200%** of the ordinary hourly rate for all work done on any such day or days with a minimum payment of 4 hours.

13. Breaks

- 13.1** An employee must not be required to work more than 5 hours without a break of at least 20 minutes.
- 13.2** Subject to clause 13.3, where an employee is permitted a one hour meal break, the employer will be entitled to deduct one hour from the total time worked. If the break permitted is less than one hour, no time will be deducted. Not more than one hour will be deducted in any one day.
- 13.3** Where an employee in a country non-daily newspaper is permitted a meal break of at least 30 minutes, the employer will be entitled to deduct the time for the meal break from the total time worked. If the break is less than 30 minutes no time will be deducted. Not more than one and a half hours will be deducted in any one day.

Part 4—Wages and Allowances

14. Minimum rates

- 14.1** An employer must pay employees (other than cadets) the following minimum rates for ordinary hours worked by the employee:

Level	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Band 1		
1	941.10	24.77
2	967.50	25.46
3	1,009.00	26.55
4	1,036.10	27.27
5	1,063.10	27.98
6	1,117.60	29.41
7	1,166.40	30.69
Band 2		

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Level	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
8	1,220.80	32.13
9	1,301.90	34.26
10	1,301.90	34.26
Band 3		
11	1,424.20	37.48
12	1,600.30	42.11
13	1,789.90	47.10

NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

14.2 Cadets will be paid the following percentage of the rate for a Level 1 employee:

Year	% of Level 1 rate
1 st	60
2 nd	75
3 rd	90

14.3 Higher duties

When an employee is required to do the work of an employee in a higher position or award level for more than 2 weeks that employee will be paid the higher rate as prescribed in clause 14—Minimum rates for that period.

15. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

15.1 An employer may pay an employee’s wages on a weekly, fortnightly or monthly basis by cash, cheque or electronic funds transfer.

15.2 An employer changing from a weekly or fortnightly pay cycle to a monthly pay cycle must give employees at least 2 months’ notice of the change.

15.3 Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:

(i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

- (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 15.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 15.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 15.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

16. Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 16.1** Employers must pay to an employee the allowances the employee is entitled to under clause 16.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

16.2 Wage-related allowances

(a) All-purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:

- (i) Sub-editing allowance (clause 16.2(b))

(b) Sub-editing procedures and allowance

Clause 16.2(b)(i) only applies to relevant employees employed by a country non-daily newspaper or a regional daily newspaper undertaking sub-editing procedures as defined in clause 3.

(i) Sub-editing allowance

An allowance of **5%** of the employee's minimum award rate is payable to an employee who is employed as a sub-editor performing sub-editing procedures.

- (ii)** The allowance will be payable only where an employee works a full shift as a sub-editor.
- (iii)** The allowance will not be payable to an employee who has ceased to be a sub-editor.
- (iv)** The allowance is not payable where the sub-editing procedures are restricted to activating standard programs which control the typesetting of material, especially tabular material, the layout of which does not vary unless an electronic layout has been prepared and used in the output of other newspaper pages for the edition in which the tabular material appears.
- (i)** The allowance will form part of the sub-editor's ordinary rate of pay for all purposes including calculating shift penalties, the appropriate overtime rate and annual leave loading.

16.3 Expense-related allowances

(a) Air travel

- (i)** When an employee agrees to travel by air other than by regular passenger-carrying service, the employer will reimburse the employee for the cost of taking out additional personal insurance to cover any existing personal insurance policies that would be invalidated by such travel.
- (ii)** Clause 16.3(a)(i) does not apply where the employer agrees to indemnify the employee against any invalidation of the employee's personal insurance policies.

(b) Clothing allowance

- (i)** An employee will be reasonably compensated for damage to clothing and personal effects arising from or in the course of employment.
- (ii)** An employee engaged on work requiring attendance in evening attire will be provided with reasonable transport facilities where requested by the employee concerned.
- (iii)** An employee regularly employed on work requiring attendance in evening attire will be paid a minimum allowance of **\$300.00** per year.

(c) Meal allowance

- (i)** If an employee's duty requires them to take more than one meal a day away from their home, any meal or meals in excess of one a day will (unless otherwise paid for or reimbursed by the employer) be paid for by the employer at the rate of **\$19.92** for such meal.

- (ii) For the purpose of clause 16.3(c), **meal** means breakfast, lunch or dinner and the normal meal break hours are:

Breakfast	6.00 am to 8.00 am
Lunch	12.00 pm to 2.00 pm
Dinner	6.00 pm to 8.00 pm

- (iii) An employee will be entitled to payment of one meal allowance in any one day if the employee works through 2 of the agreed meal break periods in that day or 2 meal allowances if working through 3 of the agreed meal break periods.

(d) Reimbursement of expenses

An employee will be reimbursed reasonable out-of-pocket expenses, including transport expenses.

(e) Special risks

- (i) An employee will, if required by the employer, perform any duty which would invalidate their personal insurance policies, or any of them, if the employer indemnifies them against such invalidation.
- (ii) Where an employee is so requested, they will immediately inform the employer in writing of the risk of invalidation.
- (iii) Upon being informed by the employee as set out above, the employer must indemnify the employee and their dependants against the invalidation, unless the employer, prior to the commencement of the duty in question, informs the employee in writing that they decline to indemnify the employee or their dependants, in which case the employee will be at liberty to decline to perform the duty.

(f) Special risks insurance

- (i) The employer must either insure the employee, or reimburse the employee for the cost of insuring themselves, against injury or death by accident arising from:
- any travel by air other than by a regular passenger carrying service; or
 - any duties performed in a war zone or a zone of warlike operations.
- (ii) An employee must be insured for an amount of not less than **\$250,000** in the event of death or injury. The proceeds of the policy will be paid to the employee in the event of injury and to the employee's legal personal representative in the event of death.

(g) Spectacle allowance

Where spectacles or a lens change specifically for the use of a computer screen at work is prescribed, the employer will pay the cost of the lens and up to an amount of **\$118.50** on the first frames provided that:

- (i) where the employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of \$118.50 on the first frames; and
- (ii) the employer will not be liable for the tinted or outdoor component of any lenses.

(h) Transfer

- (i) Where the employer requires an employee to permanently perform their duties in a different city, town, district or State/Territory to the one in which they were previously located, the employer must reimburse the following transfer costs:
 - reasonable travelling expenses for the employee and their family; and
 - the transfer or storage of the employee's furniture and effects.
- (ii) An employee who is temporarily transferred must be reimbursed all reasonable expenses for accommodation and travel.

(i) Use of office vehicles

If required by their employer, an employee will drive an office-owned car on any assignment, provided that they are made exempt by the employer from financial liability covered by ordinary insurance during the whole period they are in charge of the car.

17. Superannuation

17.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

17.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

17.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 17.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 17.3(a) or 17.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or 17.3(b) was made.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or 17.3(b) to one of the following superannuation funds or its successor:

- (a) Media Super;
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime and Penalty Rates

Part 5 will not have any application to the employees listed at clause 4.9(a), subject to clause 4.9(c).

18. Overtime

18.1 The hourly rate for overtime purposes will be calculated based on the minimum hourly rate in clause 14—Minimum rates.

18.2 **Daily overtime** means all time necessary to be worked outside of an employee's rostered hours of duty, except for time worked on a rostered day off.

18.3 Daily overtime will be compensated for in the following manner:

- (a) overtime will be banked to be taken as time off instead at single time;

- (b) time off instead of overtime will be taken as mutually agreed, or by the employer rostering accrued overtime as time off instead, by giving at least 14 days' notice that the employee is required to take such accrued time off instead. An employee may, under section 65 of the [Act](#), request to take time off at a time or times specified in the request;

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (c) time off instead of overtime not taken within 4 months of the overtime being worked must be paid out in the next pay period following those 4 months, at the overtime rate applicable to the overtime when worked;
- (d) on termination of an employee's employment, all untaken time off instead of overtime will be paid out at overtime rates prescribed in clause 18.3(e), subject to the forfeiture for inadequate notice as provided for under clause 30.2.
- (e) where mutually agreed, overtime may be paid as it is worked at the rate of **150%** of the ordinary hourly rate for the first 2 hours and **200%** of the ordinary hourly rate after 2 hours; and
- (f) any time allowed off duty instead of overtime will be deemed to be ordinary rostered hours for the day or days on which the time off instead is taken.

18.4 The employer must keep an accurate record of:

- (a) overtime worked and banked as time off instead of overtime under clause 18.3(a);
- (b) time taken off as time off instead of overtime under clause 18.3(b);
- (c) time off instead of overtime that is paid out at overtime rate under clause 18.3(c); and
- (d) time off instead of overtime that is paid out on termination of employment under clause 18.3(d).

18.5 For the purposes of clause 18.4, the records relating to individual employees:

- (a) must be maintained as an employee record; and
- (b) must be accessible (preferably via electronic means) at least upon request, so that the employee can readily confirm how much time off instead of overtime they have accrued, taken or received as payment.

18.6 When an employee is not given the days off provided for in clause 12.9, the employee must be paid at the rate of **200%** of the ordinary hourly rate for all work done on any such day or days with a minimum payment of 4 hours.

18.7 Insufficient break

Insufficient break means all time worked before the expiration of 11 hours from completion of duty on one day and the start of duty, except during the distant engagements, and will be compensated as follows:

- (a) if the break is less than 8 hours, overtime will be paid at **200%** of the ordinary hourly rate for all work done before the expiration of 11 hours break;
- (b) if the break is 8 hours or more, overtime will be paid at **150%** of the ordinary hourly rate for all work done before the expiration of the 11 hour break;
- (c) time worked during any period of insufficient break will not be included in the calculation of weekly hours; and
- (d) in no circumstances will overtime involved in clause 18.7 be compensated for more than once.

18.8 Distant engagements

- (a) Notwithstanding the above, overtime for employees employed in a metropolitan newspaper, wire service or a magazine on a distant engagement will be governed by clause 18.8.
- (b) **Distant engagement** means an assignment requiring an employee to spend one or more nights away from the location where they are regularly employed (the place of origin), and on which the employee has at least 6 hours rest each night.
- (c) **Commencement and ceasing times for distant engagement**
 - (i) Except as provided in clause 18.8(c)(ii), a distant engagement begins from the time of departure on the assignment from the place of origin.
 - (ii) Where an employee is required to commence a distant engagement on a day on which the employee has commenced work but before the employee has completed 8 hours of duty, the distant engagement will commence 8 hours after the employee commenced work on that day, and the employee will be treated as having worked 8 hours on that day in addition to any time worked that day on the distant engagement.
 - (iii) A distant engagement ends at whichever is the later of the time the employee returns to the place of origin, or if the employee performs work in connection with the distant engagement on the day the employee returns to the place of origin, and the time the employee ceases work on that day.
 - (iv) If an employee is required to resume work within 12 hours of completing a distant engagement, the employee will be paid overtime in accordance with clause 18.7.
- (d) **Calculation of ordinary hours of work, overtime, shift penalty payments and treatment of days off on a distant engagement**
 - (i) For the purpose of clause 18.8, **day** means a period of 24 hours. The calculation of days for a distant engagement will commence from the time the distant engagement commences, with each day comprising successive periods of 24 hours.
 - (ii) Time spent travelling on any day where travel is by means approved by the employer will be deemed hours of duty on that day for the purpose of

clause 18.8(d). Each employee will be treated as working a minimum of 9 hours on any day.

- (iii) Except as provided in clause 18.8(d)(iv), overtime will only occur where the hours of duty of an employee exceed 38 in 7 consecutive days.
- (iv) Work performed without any travel for more than 11 hours (irrespective of any meal break) on any day will be overtime.
- (v) No time will be counted as overtime more than once.
- (vi) All overtime worked on a distant engagement will be either allowed as time off instead (at the rate of hour for hour), or paid at the rate of **150%** of the ordinary hourly rate for the first 8 hours and **200%** of the ordinary hourly rate after 8 hours as determined by the employer.
- (vii) If an employee is called upon to resume duty within 12 hours of completion of a distant engagement, overtime will be paid at the rate of **150%** of the ordinary hourly rate for all work done before the expiration of the 12 hour break.
- (viii) An employee on a distant engagement will be paid additional loadings in accordance with the provisions of clause 19—Shiftwork and weekend penalty rates.
- (ix) For the purposes of clause 18.8(d)(iii), ordinary hours of duty means the first 9 hours of duty on any day except when those hours are overtime by reason of clause 18.8(c)(iv).
- (x) When an employee on a distant engagement is not given weekly days off duty to which an employee is entitled under clause 12.9, the employee will be given the days off within 14 days of the cessation of the distant engagement, in addition an employee will be given any day off to which they are entitled in that 14 day period with the days off to be continuous where the employee has been on a distant engagement for a week or more without being given any days off as provided for in clause 12.9.

19. Shiftwork and weekend penalty rates

19.1 Subject to the provisions of clause 19, an employee who is instructed by the employer to perform and performs ordinary hours on a shift will be entitled to be paid **110%** of the ordinary hourly rate for all ordinary hours worked on a shift:

- (a) any part of which falls between the hours of 6.00 am and 7.00 am, or
- (b) that concludes between the hours of 6.00 pm and 8.30 pm.

19.2 Subject to the provisions of clause 19, an employee who is instructed by the employer to perform and performs ordinary hours on a shift, any part of which falls between the hours of 8.30 pm and 6.00 am, will be entitled to the following rates for all ordinary hours worked on that shift:

Employees employed by a	% of ordinary hourly rate
Metropolitan daily newspaper, suburban newspaper, a magazine or a wire service	117.5%
Regional daily newspaper or a country non-daily newspaper	115%

19.3 The additional rates provided in clauses 19.1 and 19.2 are not cumulative and, where any shift attracts both penalty rates, the higher percentage only will be paid.

19.4 Saturday and Sunday work

- (a) Subject to the provisions of clause 19, an employee who is rostered to perform and performs ordinary hours on a shift where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday will be paid **110%** of the ordinary hourly rate for that shift.
- (b) Clause 19.4(a) does not apply to employees employed in a country non-daily newspaper.

19.5 The rates prescribed in clause 19 will not exceed the amount calculated based on the rate for:

- (a) in the case of employees employed by a metropolitan daily newspaper or a magazine, wire service or regional daily newspaper—Level 8 employee;
- (b) in the case of employees employed by a suburban newspaper—Level 3 employee; or
- (c) in the case of any other employees—Level 6 employee.

19.6 The penalty rates prescribed in clause 19 are payable only in respect of ordinary hours of work and not when overtime is worked.

20. Specialist publications

20.1 The ordinary hours of duty for employees employed on specialist publications will be 38 hours a week which may be worked on any day of the week determined by the employer.

20.2 Work in excess of 38 hours

- (a) Where an employee, other than a casual employee, is required to work in excess of 38 hours in any week, the employee will be entitled to time off for a period which is the same as the periods of overtime worked.
- (b) This will be taken within 6 weeks of the end of the week in which the overtime was worked. The employer may determine when this time is taken off.
- (c) If for any reason, this time off is not taken, the employee will be paid for such overtime at the rate of **150%** of the ordinary hourly rate for the first 8 hours

overtime and **200%** of the ordinary hourly rate for all overtime in excess of 8 hours in any week.

NOTE: Clause 20 does not apply to specialist online publications. These are exempted from Part 3—Hours of Work and Part 5—Overtime and Penalty Rates of the award by virtue of clause 4.9(a)(i).

Part 6—Leave and Public Holidays

21. Annual leave

21.1 Annual leave is provided for in the [NES](#).

21.2 Annual leave and public holidays

(a) Notwithstanding clause 21.1, employees required by their employer to work public holidays at ordinary hourly rates of pay will be credited with additional annual leave, as follows:

Engaged by	Additional annual leave per year
A metropolitan daily newspaper, wire service, regional daily newspaper, suburban newspaper or magazine	13 days
A country non-daily newspaper	10 days

(b) The additional annual leave in clause 21.2(a) is instead of any penalty provisions provided for in clause 26.2.

21.3 An employee who is credited additional annual leave in accordance with clause 21.2(a) who is not required to work on a particular public holiday (apart from Good Friday and Christmas Day) must be notified by the employer at least 14 days before the public holiday and that day will be deemed to be taken as an annual leave day.

21.4 Where an employee is credited an additional amount of annual leave in accordance with clause 21.2(a), should Christmas Day or Good Friday fall during the employee's annual leave, the employee will be allowed an extra day's annual leave or paid **200%** of the ordinary hourly rate for one day.

21.5 Annual leave loading

An employee who is entitled to annual leave in accordance with clause 21.5 will, in respect of the period of such annual leave, be paid a loading of **17.5%** of the minimum rate of pay prescribed in clause 14—Minimum rates.

21.6 Requirement to take annual leave notwithstanding terms of the NES

Notwithstanding the [NES](#), if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than 8 weeks' notice of the time when such leave is to be taken.

21.7 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 21.7 is set out at Schedule C—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule C—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 21.7 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

21.8 Annual close-down

Notwithstanding the [NES](#), an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than 4 weeks' notice of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and is also paid for that leave at the appropriate wage;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 21.8 also counts as service by the employee with their employer;
- (e) the employer may only close down the enterprise or part of it pursuant to clause 21.8 for one or 2 separate periods in a year; and
- (f) if the employer closes down the enterprise or part of it pursuant to clause 21.8 in 2 separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days.

21.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 21.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 21.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 21.9 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.9.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.9.

NOTE 3: An example of the type of agreement required by clause 21.9 is set out at Schedule D—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Cash Out Annual Leave.

21.10 Excessive leave accruals: general provision

NOTE: Clauses 21.10 to 21.12 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 12 weeks' paid annual leave

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.11 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.12 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

21.11 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.10(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 21.11(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.10, 21.11 or 21.12 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 21.11(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 21.11(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 21.11(d) may result in the direction ceasing to have effect. See clause 21.11(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

21.12 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.10(b) but agreement is not reached (including because the employer

refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the employer under clause 21.12(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 21.11(a) that, when any other paid annual leave arrangements (whether made under clause 21.10, 21.11 or 21.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 21.12(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.10, 21.11 or 21.12 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 21.12(a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 21.12(a).

22. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

23. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

24. Community service leave

Community service leave is provided for in the [NES](#).

25. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

26. Public holidays

26.1 Public holiday entitlements are provided for in the [NES](#).

26.2 Work on public holidays

An employee required to work on a public holiday or a substitute day as provided for in the [NES](#) or clause 26.4:

- (a) will be paid at ordinary rates and provided with a day off instead; or
- (b) paid **250%** of the ordinary hourly rate, with a minimum payment of 4 hours.

26.3 Employees receiving additional annual leave

- (a) Clauses 21.3, 21.4 and 26.2 do not apply to any employee receiving additional annual leave under clause 21.2(a).
- (b) An employee receiving additional annual leave under clause 21.2(a) is required to work on public holidays at ordinary rates of pay, unless directed to take a day of annual leave under clause 21.3.
- (c) If an employee receiving additional annual leave in accordance with clause 21.2(a) is required to work on Good Friday or Christmas Day, the employee is entitled to an additional day off work in the fortnight in which that public holiday occurs. By agreement between an employee and employer, the additional day off may be banked and taken at a later time.

26.4 Substitution of certain public holidays by agreement at the enterprise

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

26.5 Part-day public holidays

For provisions related to part-day public holidays see Schedule E—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

- 27.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 27.2 For the purposes of the discussion under clause 27.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 27.3 Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 27.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).
- 27.5 In clause 27 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations;
or
- (g) job restructuring.

27.6 Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

28. Consultation about changes to rosters or hours of work

28.1 Clause 28 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

28.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

28.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 28.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

28.4 The employer must consider any views given under clause 28.3(b).

28.5 Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Dispute resolution

29.1 Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

29.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

29.3 If the dispute is not resolved through discussion as mentioned in clause 29.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

29.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.

- 29.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 29.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 29.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 29.
- 29.8 While procedures are being followed under clause 29 in relation to a dispute:
 - (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 29.9 Clause 29.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

30. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

30.1 Notice of termination by an employee

- (a) Clause 30.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 30.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 30.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 30.1(b), then no deduction can be made under clause 30.1(d).
- (f) Any deduction made under clause 30.1(d) must not be unreasonable in the circumstances.

30.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 30.2 is to be taken at times that are convenient to the employee after consultation with the employer.

31. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

31.1 Transfer to lower paid duties on redundancy

- (a) Clause 31.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 31.1(c).
- (c) If the employer acts as mentioned in clause 31.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary

hours) of the employee in the second role for the period for which notice was not given.

31.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 31 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

31.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 31.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 31.3(b).
- (d) An employee who fails to produce proof when required under clause 31.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 30.2.

Schedule A—Summary of Hourly Rates of Pay

A.1 Full-time and part-time employees

A.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 16.2(a), this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

A.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 14—Minimum rates. Consistent with clause A.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

A.1.3 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Public holiday*
	% of ordinary hourly rate ¹	
	100%	250%
	\$	\$
Band 1		
Level 1	24.77	61.93
Level 2	25.46	63.65
Level 3	26.55	66.38
Level 4	27.27	68.18
Level 5	27.98	69.95
Level 6	29.41	73.53
Level 7	30.69	76.73
Band 2		
Level 8	32.13	80.33
Level 9	34.26	85.65
Level 10	36.40	91.00
Band 3		
Level 11	37.48	93.70
Level 12	42.11	105.28
Level 13	47.10	117.75

¹ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

* Other than employees receiving additional annual leave under clause 21.2(a)

A.1.4 Full-time and part-time employees—overtime rates

	Ordinary hours	Monday to Sunday		Distant engagement: Monday to Sunday		Public holiday*
		First 2 hours for full-time employees, first 3 hours for part-time employees	After the first 2 hours for full-time employees, after the first 3 hours for part-time employees	First 8 hours	After 8 hours	
% of ordinary hourly rate ⁵						
	100%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Band 1						
Level 1	24.77	37.16	49.54	37.16	49.54	61.93
Level 2	25.46	38.19	50.92	38.19	50.92	63.65
Level 3	26.55	39.83	53.10	39.83	53.10	66.38
Level 4	27.27	40.91	54.54	40.91	54.54	68.18
Level 5	27.98	41.97	55.96	41.97	55.96	69.95
Level 6	29.41	44.12	58.82	44.12	58.82	73.53
Level 7	30.69	46.04	61.38	46.04	61.38	76.73
Band 2						
Level 8	32.13	48.20	64.26	48.20	64.26	80.33
Level 9 ¹	34.26	51.39	68.52	51.39	68.52	85.65
Level 9 ²	34.26	—	—	—	—	85.65
Level 10 ³	36.40	54.60	72.80	54.60	72.80	91.00
Level 10 ⁴	36.40	—	—	—	—	91.00
Band 3						
Level 11	37.48	56.22	74.96	56.22	74.96	93.70
Level 12	42.11	—	—	—	—	105.28
Level 13	47.10	—	—	—	—	117.75

¹ Except country non-daily newspaper employees

² Country non-daily newspaper only

³ Except suburban newspaper employees

⁴ Suburban newspaper employees only

⁵ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

* Other than employees receiving additional annual leave under clause 21.2(a)

A.1.5 Metropolitan daily newspaper, magazine, wire service or regional daily newspaper employees—penalty rates

	Other than shiftworkers		Shiftworkers	
	Early/late work ¹	Weekend ²	Shift penalty ³	Weekend shift ⁴
	% of ordinary hourly rate ⁵			
	110% ⁶	120% ⁶	117.5% ⁶	127.5% ⁶
	\$	\$	\$	\$
Band 1				
Level 1	27.25	29.72	29.10	31.58
Level 2	28.01	30.55	29.92	32.46
Level 3	29.21	31.86	31.20	33.85
Level 4	30.00	32.72	32.04	34.77
Level 5	30.78	33.58	32.88	35.67
Level 6	32.35	35.29	34.56	37.50
Level 7	33.76	36.83	36.06	39.13
Band 2				
Level 8	35.34	38.56	37.75	40.97
Level 9	37.47	40.69	39.88	43.10
Level 10	39.61	42.83	42.02	45.24
Band 3				
Level 11	40.69	43.91	43.10	46.32
Level 12 ⁷	-	-	-	-
Level 13 ⁷	-	-	-	-

¹ Payment for hours worked in accordance with clause 19.1

² Payment for hours worked in accordance with clauses 19.1 and 19.4

³ Payment for hours worked in accordance with clause 19.2

⁴ Payment for hours worked in accordance with clauses 19.2 and 19.4

⁵ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

⁶ The penalty rate is capped in accordance with clause 19.5

⁷ Employees exempt in accordance with clause 4.9(a)

A.1.6 Suburban newspaper employees—penalty rates

	Other than shiftworkers		Shiftworkers	
	Early/late work ¹	Weekend ²	Shift penalty ³	Weekend shift ⁴
	% of ordinary hourly rate ⁵			
	110% ⁶	120% ⁶	117.5% ⁶	127.5% ⁶
	\$	\$	\$	\$
Band 1				
Level 1	27.25	29.72	29.10	31.58
Level 2	28.01	30.55	29.92	32.46
Level 3	29.21	31.86	31.20	33.85
Level 4	29.93	32.58	31.92	34.57
Level 5	30.64	33.29	32.63	35.28
Level 6	32.07	34.72	34.06	36.71
Level 7	33.35	36.00	35.34	37.99
Band 2				
Level 8	34.79	37.44	36.78	39.43
Level 9	36.92	39.57	38.91	41.56
Level 10 ⁷	-	-	-	-
Band 3				
Level 11	40.14	42.79	42.13	44.78
Level 12 ⁷	-	-	-	-
Level 13 ⁷	-	-	-	-

¹ Payment for hours worked in accordance with clause 19.1

² Payment for hours worked in accordance with clauses 19.1 and 19.4

³ Payment for hours worked in accordance with clause 19.2

⁴ Payment for hours worked in accordance with clauses 19.2 and 19.4

⁵ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

⁶ The penalty rate is capped in accordance with clause 19.5

⁷ Employees exempt in accordance with clause 4.9(a)

A.1.7 All other publication employees—other than shiftworkers—penalty rates

	Early/late work¹	Weekend²
	% of ordinary hourly rate³	
	110%⁴	120%⁴
	\$	\$
Band 1		
Level 1	27.25	29.72
Level 2	28.01	30.55
Level 3	29.21	31.86
Level 4	30.00	32.72
Level 5	30.78	33.58
Level 6	32.35	35.29
Level 7	33.63	36.57
Band 2		
Level 8	35.07	38.01
Level 9	37.20	40.14
Level 10	39.34	42.28
Band 3		
Level 11	40.42	43.36
Level 12 ⁵	-	-
Level 13 ⁵	-	-

¹ Payment for hours worked in accordance with clause 19.1

² Payment for hours worked in accordance with clauses 19.1 and 19.4

³ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

⁴ The penalty rate is capped in accordance with clause 19.5

⁵ Employees exempt in accordance with clause 4.9(a)

A.1.8 Regional daily and country non-daily employees—shiftworkers—penalty rates

	Regional daily		Country non-daily
	Shift penalty ¹	Weekend shift ²	Shift penalty ³
	% of ordinary hourly rate ⁴		
	115% ⁵	125% ⁵	115% ⁵
	\$	\$	
Band 1			
Level 1	28.49	30.96	28.49
Level 2	29.28	31.83	29.28
Level 3	30.53	33.19	30.53
Level 4	31.36	34.09	31.36
Level 5	32.18	34.98	32.18
Level 6	33.82	36.76	33.82
Level 7	35.29	38.36	35.10
Band 2			
Level 8	36.95	40.16	36.54
Level 9	39.08	42.29	-. ⁶
Level 10	41.22	44.43	40.81
Band 3			
Level 11	42.30	45.51	41.89
Level 12 ⁵	-	-	-
Level 13 ⁵	-	-	-

¹ Payment for hours worked in accordance with clause 19.2.

² Payment for hours worked in accordance with clauses 19.2 and 19.4.

³ Payment for hours worked in accordance with clause 19.2.

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2.

⁵ The penalty rate is capped in accordance with clause 19.5

⁶ Employees exempt in accordance with clause 4.9(a)

A.2 Casual employees

A.2.1 Casual employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	125%	275%
	\$	\$
Band 1		
Level 1	30.96	68.12
Level 2	31.83	70.02
Level 3	33.19	73.01
Level 4	34.09	74.99
Level 5	34.98	76.95
Level 6	36.76	80.88
Level 7	38.36	84.40
Band 2		
Level 8	40.16	88.36
Level 9	42.83	94.22
Level 10	45.50	100.10
Band 3		
Level 11	46.85	103.07
Level 12	52.64	115.80
Level 13	58.88	129.53

¹ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

A.2.2 Metropolitan daily newspaper, magazine, wire service or regional daily newspaper employees—penalty rates

	Other than shiftworkers		Shiftworkers	
	Early/late work ¹	Weekend ²	Shift penalty ³	Weekend shift ⁴
	% of ordinary hourly rate ⁵			
	135% ⁶	145% ⁶	142.5% ⁶	152.5% ⁶
	\$	\$	\$	\$
Band 1				
Level 1	33.44	35.91	35.29	37.77
Level 2	34.38	36.92	36.29	38.83
Level 3	35.85	38.50	37.84	40.49

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	Other than shiftworkers		Shiftworkers	
	Early/late work ¹	Weekend ²	Shift penalty ³	Weekend shift ⁴
	% of ordinary hourly rate ⁵			
	135% ⁶	145% ⁶	142.5% ⁶	152.5% ⁶
	\$	\$	\$	\$
Level 4	36.82	39.54	38.86	41.59
Level 5	37.78	40.58	39.88	42.67
Level 6	39.70	42.64	41.91	44.85
Level 7	41.43	44.50	43.73	46.80
Band 2				
Level 8	43.37	46.59	45.78	49.00
Level 9	46.04	49.26	48.45	51.67
Level 10	48.71	51.93	51.12	54.34
Band 3				
Level 11	50.06	53.28	52.47	55.69
Level 12 ⁷	-	-	-	-
Level 13 ⁷	-	-	-	-

¹ Payment for hours worked in accordance with clause 19.1

² Payment for hours worked in accordance with clauses 19.1 and 19.4

³ Payment for hours worked in accordance with clause 19.2

⁴ Payment for hours worked in accordance with clauses 19.2 and 19.4

⁵ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

⁶ The penalty rate is capped in accordance with clause 19.5

⁷ Employees exempt in accordance with clause 4.9(a)

A.2.3 Suburban newspaper employees—penalty rates

	Other than shiftworkers		Shiftworkers	
	Early/late work ¹	Weekend ²	Shift penalty ³	Weekend shift ⁴
	% of ordinary hourly rate ⁵			
	135% ⁶	145% ⁶	142.5% ⁶	152.5% ⁶
	\$	\$	\$	\$
Band 1				
Level 1	33.44	35.91	35.29	37.77
Level 2	34.38	36.92	36.29	38.83

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	Other than shiftworkers		Shiftworkers	
	Early/late work ¹	Weekend ²	Shift penalty ³	Weekend shift ⁴
	% of ordinary hourly rate ⁵			
	135% ⁶	145% ⁶	142.5% ⁶	152.5% ⁶
	\$	\$	\$	\$
Level 3	35.85	38.50	37.84	40.49
Level 4	36.75	39.40	38.74	41.39
Level 5	37.64	40.29	39.63	42.28
Level 6	39.42	42.07	41.41	44.06
Level 7	41.02	43.67	43.01	45.66
Band 2				
Level 8	42.82	45.47	44.81	47.46
Level 9	45.49	48.14	47.48	50.13
Level 10 ⁷	-	-	-	-
Band 3	-	-	-	-
Level 11	49.51	52.16	51.50	54.15
Level 12 ⁷	-	-	-	-
Level 13 ⁷	-	-	-	-

¹ Payment for hours worked in accordance with clause 19.1

² Payment for hours worked in accordance with clauses 19.1 and 19.4

³ Payment for hours worked in accordance with clause 19.2

⁴ Payment for hours worked in accordance with clauses 19.2 and 19.4

⁵ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

⁶ The penalty rate is capped in accordance with clause 19.5

⁷ Employees exempt in accordance with clause 4.9(a)

A.2.4 All other publication employees—other than shiftworkers—penalty rates

	Early/late work ¹	Weekend ²
	% of ordinary hourly rate ³	
	135% ⁴	145% ⁴
	\$	\$
Band 1		
Level 1	33.44	35.91
Level 2	34.38	36.92

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	Early/late work¹	Weekend²
	% of ordinary hourly rate³	
	135%⁴	145%⁴
	\$	\$
Level 3	35.85	38.50
Level 4	36.82	39.54
Level 5	37.78	40.58
Level 6	39.70	42.64
Level 7	41.30	44.24
Band 2		
Level 8	43.10	46.04
Level 9	45.77	48.71
Level 10	48.44	51.38
Band 3		
Level 11	49.79	52.73
Level 12 ⁵	-	-
Level 13 ⁵	-	-

¹ Payment for hours worked in accordance with clause 19.1

² Payment for hours worked in accordance with clauses 19.1 and 19.4

³ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

⁴ The penalty is capped in accordance with clause 19.5

⁵ Employees exempt in accordance with clause 4.9(a)

A.2.5 Regional daily and county non-daily employees—shiftworkers—penalty rates

	Regional daily		County non-daily
	Shift penalty¹	Weekend shift²	Shift penalty³
	% of ordinary hourly rate⁴		
	140%⁵	150%⁵	140%⁵
	\$	\$	\$
Band 1			
Level 1	34.68	37.15	34.68
Level 2	35.65	38.20	35.65
Level 3	37.17	39.83	37.17
Level 4	38.18	40.91	38.18

	Regional daily		Country non-daily
	Shift penalty ¹	Weekend shift ²	Shift penalty ³
	% of ordinary hourly rate ⁴		
	140% ⁵	150% ⁵	140% ⁵
	\$	\$	\$
Level 5	39.18	41.98	39.18
Level 6	41.17	44.11	41.17
Level 7	42.96	46.03	42.77
Band 2			
Level 8	44.98	48.19	44.57
Level 9	47.65	50.86	- ⁶
Level 10	50.32	53.53	49.91
Band 3			
Level 11	51.67	54.88	51.26
Level 12 ⁵	-	-	-
Level 13 ⁵	-	-	-

¹ Payment for hours worked in accordance with clause 19.2

² Payment for hours worked in accordance with clauses 19.2 and 19.4

³ Payment for hours worked in accordance with clause 19.2

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

⁵ The penalty is capped in accordance clause with 19.5

⁶ Employees exempt in accordance with clause 4.9(a)

A.3 Cadets

A.3.1 Full-time and part-time cadets—ordinary and penalty rates

	Cadet percentage	Ordinary hours	Public holiday*
	% of Level 1 employee	% of ordinary hourly rate ¹	
		100%	250%
	%	\$	\$
Standard Cadet			
1 st year	60%	14.86	37.15
2 nd year	75%	18.58	46.45
3 rd year	90%	22.29	55.73

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	Cadet percentage	Ordinary hours	Public holiday*
	% of Level 1 employee	% of ordinary hourly rate¹	
		100%	250%
	%	\$	\$
Standard Cadet			
Graduate Cadet	90%	22.29	55.73

¹ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

*Other than employees receiving additional annual leave under clause 21.2(a)

A.3.2 Full-time and part-time cadets—overtime rates

	Cadet percentage	Ordinary hours	Monday to Sunday		Distant engagement: Monday to Sunday		Public holiday*
			First 2 hours for full-time employees, first 3 hours for part-time employees	After the first 2 hours for full-time employees, after the first 3 hours for part-time employees	First 8 hours	After 8 hours	
	% of Level 1 employee	% of ordinary hourly rate¹					
		100%	150%	200%	150%	200%	250%
	%	\$	\$	\$	\$	\$	\$
Standard Cadet							
1 st year	60%	14.86	22.29	29.72	22.29	29.72	37.15
2 nd year	75%	18.58	27.87	37.16	27.87	37.16	46.45
3 rd year	90%	22.29	33.44	44.58	33.44	44.58	55.73
Graduate Cadet	90%	22.29	33.44	44.58	33.44	44.58	55.73

¹ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

*Other than employees receiving additional annual leave under clause 21.2(a)

A.3.3 All publication cadet employees—other than shiftworkers—penalty rates

	Cadet percentage	Early/late work¹	Weekend²
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	% of Level 1 employee	% of ordinary hourly rate ³	
		110%	120%
	%	\$	\$
Standard Cadet			
1 st year	60%	16.35	17.83
2 nd year	75%	20.44	22.30
3 rd year	90%	24.52	26.75
Graduate Cadet	90%	24.52	26.75

¹ Payment for hours worked in accordance with clause 19.1

² Payment for hours worked in accordance with clauses 19.1 and 19.4

³ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

A.3.4 Metropolitan daily newspaper, magazine, wire service or regional daily newspaper cadet shiftworkers—penalty rates

	Cadet percentage % of Level 1 employee	Shift penalty ¹	Weekend shift ²
		% of ordinary hourly rate ³	
		117.5%	127.5%
	%	\$	\$
Standard Cadet			
1 st year	60%	17.46	18.95
2 nd year	75%	21.83	23.69
3 rd year	90%	26.19	28.42
Graduate Cadet	90%	26.19	28.42

¹ Payment for hours worked in accordance with clause 19.2

² Payment for hours worked in accordance with clauses 19.2 and 19.4

³ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

A.3.5 Regional daily and county non-daily cadet employees—shiftworkers—penalty rates

	Cadet percentage % of Level 1 employee	Regional daily or country non-daily	Regional daily
		Shift penalty ¹	Weekend ²
		% of ordinary hourly rate ³	
		115%	125%

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	%	\$	\$
Standard Cadet			
1 st year	60%	17.09	18.58
2 nd year	75%	21.37	23.23
3 rd year	90%	25.63	27.86
Graduate Cadet	90%	25.63	27.86

¹ Payment for hours worked in accordance with clause 19.2

² Payment for hours worked in accordance with clauses 19.2 and 19.4

³ Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2

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Schedule B—Summary of Monetary Allowances

See clause 16—Allowances for full details of allowances payable under this award.

B.1 Wage-related allowances

Allowance	Clause	%	Payment detail
Employee employed as sub-editor performing sub-editing procedures ¹	16.2(b)(i)	5%	% of employee's minimum award rate

¹ This allowance applies for all purposes of this award

B.2 Expense-related allowances

B.2.1 The following expense-related allowances will be payable to employees in accordance with clause 16.3:

Allowance	Clause	\$	Payable
Meal allowance—more than one meal per day away from home	16.3(c)(i)	19.92	per meal
Clothing allowance—regularly employed on work requiring attendance in evening attire	16.3(b)(iii)	300.00	minimum per annum
Spectacle allowance—maximum payment for first frames	16.3(g)(i)	118.50	maximum for first frames

B.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing	Clothing and footwear group
Spectacle allowance	Therapeutic appliances and equipment sub-group

Schedule C—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule D—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule E—Part-day Public Holidays

- E.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- E.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause E.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.
 - (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause E.2(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.
- E.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).
- E.4** This schedule is not intended to detract from or supplement the [NES](#).