



**Fair Work Commission  
AMOD2014/275 – Journalists Published Media Award**

Fair Work Commission  
William Street  
East Sydney NSW

Dear Associate,

**AMOD2014/275 – Journalists Published Media Award**

The Media, Entertainment and Arts Alliance (MEAA) wish to comment on the Fair Work Commission's (the Commission's) Full Bench Decision of 21 March 2018 with respect to the *Journalists Published Media Award 2010* (the JPMA).

The decision of the Full Bench - [2018] FWCFB 1548 – states at paragraphs 516 to 519:

*[516] The Full Bench is minded to accept all matters agreed between parties with the exception of item 25, as follows.*

*Item 25 – Public Holidays*

*[517] Interested parties agreed [268](#) to amend clause 25.3 of the exposure draft to clarify that it only applies to employees entitled to additional annual leave under clause 22.2(a). [269](#) The News Ltd proposed wording is:*

***'25.3 Employees receiving additional annual leave***

*(a) Clauses 25.1, 25.2, 22.4 and 22.5 does not apply to any employee receiving additional annual leave under clause 22.2(a).'*

*[518] Clause 25.1 states that 'Public holiday entitlements are provided for in the NES.' The Commission is concerned that the clause 25.1 exclusion would have the appearance of excluding the application of NES entitlements from the provisions relating to additional annual leave in clause 25.3.*

*[519] We are prepared to make the other proposed changes excluding clauses 25.2, 22.4 and 22.5 from applying to clause 25.3, but not clause 25.1. On that basis, we intend to vary the exposure draft as follows:*

***25.3 Employees receiving additional annual leave***

*(a) Clauses 22.4, 22.5 and 25.2 do not apply to any employee receiving additional annual leave under clause 22.2(a).*

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In providing comment, MEAA believe that it is important to compare the Full Bench's modified clause 25.3 and the equivalent clause in the current (26 March 2018) JPMA Exposure Draft

The Exposure Draft states at clause 25.3(a):

*Clauses 22.3, 22.4 and 25.2 do not apply to any employee receiving additional annual leave under clause 22.2(a).*

MEAA respectfully submit that the current Exposure Draft<sup>1</sup>, in combination with the Commission's decision to amend clause 25.3 would lead to an unjust outcome for editorial employees presently entitled to additional annual leave - either two weeks or two weeks and three days under current clause 22.2 - in return for working on public holidays at ordinary rates of pay ('eligible employees').

The practical effect of this decision, if incorporated into the JPMA, would be to eliminate:

- A substitute annual leave day or payment at double time where Christmas Day or Good Friday fall within an eligible employee's period annual leave under **clause 22.4**<sup>2</sup>; and
- Eligible employees' access annual leave loading under **clause 22.5**.

Although the Full Bench has decided not to delete clause 22.3<sup>3</sup> in clause 25.3, it appears to have gone further than the Exposure Draft by removing mention of clause 22.5 (annual leave loading) from clause 25.3.

Notwithstanding the loss of existing entitlements, if the variations set out above stand, there will be inconsistency between clauses 22 and 25.3. This would lead to differing interpretations across relevant media workplaces.

MEAA is presently in discussions with Minter Ellison concerning the above matters. These discussions are being conducted in good faith.

MEAA nonetheless foreshadow that if the above amendments are progressed by the Commission or any of the parties, that it be provided with the opportunity to be heard in the Commission.

Yours sincerely,



Paul Murphy  
MEAA Chief Executive

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<sup>1</sup> All numbering in this correspondence relates to the Exposure Draft dated 26 March 2018

<sup>2</sup> See Exposure Draft clause 25.3

<sup>3</sup> The Exposure Draft has a 'strike-through' of this sub-clause in clause 25.3



## IN THE FAIR WORK COMMISSION

*Fair Work Act 2009*

s.156 - 4 yearly review of modern awards

**4 yearly review of modern awards** – Group 4 awards  
(AM2014/250 and others)

### **JOURNALISTS PUBLISHED MEDIA AWARD 2010**

Journalism

*4 yearly review of modern awards – award stage – Group 4 awards*

Dear Associate,

Further to decision [2018] FWCFB 1548 by the Full Bench of the Fair Work Commission on 21 March 2018, the Media Entertainment and Arts Alliance ('MEAA') confirm that it seeks a range of amendments to the *Journalists Published Media Award 2010* ('JPMA').

The proposed amendments accord with the Modern Awards Objective as set out, inter alia, at section 134 of the *Fair Work Act 2009* ('the Act'):

*FAIR WORK ACT 2009 - SECT 134*

#### ***The modern awards objective***

*What is the modern awards objective?*

*(1) The FWC must ensure that modern awards, together with the National Employment Standards, provide a fair and relevant minimum safety net of terms and conditions, taking into account:*

- (a) relative living standards and the needs of the low paid; and*
- (b) the need to encourage collective bargaining; and*
- (c) the need to promote social inclusion through increased workforce participation;*
- (d) the need to promote flexible modern work practices and the efficient and productive performance of work; and*
- (da) the need to provide additional remuneration for:*
  - (i) employees working overtime; or*
  - (ii) employees working unsocial, irregular or unpredictable hours; or*
  - (iii) employees working on weekends or public holidays; or*

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*(iv) employees working shifts; and*

*(e) the principle of equal remuneration for work of equal or comparable value; and*

*(f) the likely impact of any exercise of modern award powers on business, including on productivity, employment costs and the regulatory burden; and*

*(g) the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia that avoids unnecessary overlap of modern awards; and*

*(h) the likely impact of any exercise of modern award powers on employment growth, inflation and the sustainability, performance and competitiveness of the national economy.*

*This is the **modern awards objective**.*

MEAA submit that the Australian media industry has undergone substantial and continuous restructuring since before the JPMA came into force in 2010. The main impacts of the restructuring have been:

- a. unprecedented job losses, totalling at least 3,000 journalist positions since 2008, particularly at historically Award-covered publications;
- b. the establishment of online publications at publications that did not have associated online publications at the time the JPMA was finalised;
- c. the entry into the media sector of online (or digital) only publications;
- d. the Australian community's increasing embrace of digital platforms in preference to print publications;
- e. the intensification of work at all publications, irrespective of location or mode of publication, as a result of job losses and associated cost reduction strategies; and
- f. an iniquitous divide with respect to employment rights between digital-only and the so-called 'legacy' media, especially in relation to access to overtime, penalty and leave entitlements.

Accordingly, MEAA propose the following amendments to the JPMA as a means of reflecting the Australian media sector's current operating environment and the need for all media employees to have appropriate access to the full range of the JPMA's rights and duties.

*(The numbering used by MEAA in this submission reflects the clause numbers in the JPMA as now in force.)*

## 1. Definitions – clause 3.1

- 1.1 MEAA seek to reflect contemporary editorial occupational titles by amending clause 3.1 to state:

*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, their online publication equivalent positions, including but not limited to editors, multimedia editors or producers, social media editors or producers and art directors.*

## 2. Coverage – clause 4.9 – exempt positions

- 2.1 MEAA seek to modify the Award's Coverage provision to ensure that editorial employees paid under grade 9 at a country daily newspaper, Level 10 by a suburban newspaper and levels 12 or 13 at relevant mastheads do not occupy exempt positions and are therefore excluded from the Award's coverage under clause 4.9 or from access to the entitlements under Part 5 of the Award – *Hours of Work and Related Matters* – under clause 4.10.
- 2.2 MEAA submit that exempt positions should be confined to genuinely managerial positions with the additional requirements that such positions are (i) occupied on an ongoing basis; and (ii) have relevant minimum remunerative values.
- 2.3 In making this submission, MEAA wish to pursue safeguards against employees temporarily occupying exempt positions being excluded from coverage under the Award. We therefore seek a new clause 4.10(c) that states:

### **Clause 4.10(c)**

***Only employees occupying exempt positions on an ongoing basis and paid in accordance with the classifications set out in clauses 4.9 and 4.10 of the Award shall be excluded from coverage by this Award.***

- 2.4 In addition, MEAA seek to have the JPMA apply to all magazine publishing businesses by removing the '20 or more editorial employees' provision in clause 4.9(k)
- 2.5 A revised clause 4.9(k) would state:

**4.9** *The award does not cover employees employed in the following positions:*

*(k) 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: two positions;*

*(v) the editor on any other magazine;*

- 2.6 Similarly, MEAA seek to amend clause 4.9(m) by removing the '20 or more employee' requirements. A revised clause 4.9(m) would state:

*(m) 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;*

- 2.7 As the magazine production market has become fragmented as a result of a sustained downturn in revenues and circulation, publication is increasingly performed by entities that employ fewer than 20 employees.

### **3. Exclusions – online publications**

- 3.1 MEAA submit that distinctions between publishers by platform are anachronistic and do not reflect the growth of online (i.e. digital) publications over the past decade and the relative decline of the so-called 'traditional media' sector.
- 3.2 MEAA believe that the retention of these distinctions will entrench a 'two-speed' system of employment regulation that holds longstanding publishers to full account while denying employees in the now mature digital media sector (and the media sector's only growth area) access to important employment entitlements.
- 3.3 Accordingly, MEAA seek to provide equitable access to Part 5 of the Award for editorial employees at online-only media entities.
- 3.4 The discrete provisions of Part 5 of the Award relate to:

Clause 19 – Hours of Work and Related Matters  
Clause 20 – Breaks  
Clause 21 – Shiftwork and Weekend Penalties  
Clause 22 – Overtime and Penalty Rates  
Clause 23 – Specialist Publications

- 3.5 Part 5 of the JPMA as in force is set out in **Appendix A** to this submission.
- 3.6 MEAA seek to delete clause 4.10(a) (*employees at online publications other than established print mastheads with an associated online publication*);
- 3.7 Clause 4.10 would be amended as follows:

**4.10** *Part 5—Hours of Work and Related Matters of this award will not have any application to ~~the following~~ employees classified as:*

~~(a) an employee employed on an online publication other than those employees described in clause 3.2;<sup>4</sup> or~~

~~(b) an employee classified as:~~

~~Levels 12 or 13;~~

~~Level 10 by a suburban newspaper; or~~

~~Level 9 by a country non-daily newspaper or any other publication.~~

#### **4. Exclusions – specialist publications**

- 4.1 MEAA seek the deletion of clauses 4.13 and 23, which severely constrain specialist publication employees' access to Part 5 award provisions – see *above and Appendix A*.

- 4.2 Clause 4.13 presently provides:

**4.13** *The only clause in Part 5 of this award that will have any application to employees employed by a specialist publication is clause 23—Specialist publications.*

- 4.3 Clause 23 presently provides:

##### **23. Specialist publications**

**23.1** *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.*

##### **23.2 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 six 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 time and one half for the first eight hours overtime and at the rate of double time for all overtime in excess of eight hours in any week.*

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*NOTE: This clause does not apply to specialist online publications. These are exempted from Part 5—Hours of Work and Related Matters of the award by virtue of clause 4.10(a).*

- 4.4 By virtue of clauses 4.13 and 23, clause 20 (Breaks), clause 21 (Shiftwork and Weekend Penalties) and clause 22 (Overtime and Penalty Rates) do not apply editorial employees at specialist publications.
- 4.5 MEAA submit that the exclusion of employees at specialist publications from accessing Part 5 conditions on an equal footing with editorial employees presently entitled to all of Part 5's rights and duties is outdated and does not reflect current intensive patterns of work or the migration of specialist publications to online and online-only formats.
- 4.6 MEAA note that consequential amendments will be required to the JPMA if any or all of our proposed amendments to clause 4 are supported.

## **5. Shiftwork – calculation of penalty**

- 5.1 MEAA seek an amendment to clause 21.2(b) to permit equitable access to shiftwork penalties payable to editorial employees not employed by metropolitan, suburban, magazine, wire service, regional daily or country non-daily publishers. The amendment would reflect intensification of work at publications MEAA seek to extend this entitlement's coverage to.
- 5.2 An amended clause would state:

***21.2** Subject to the provisions of this clause, 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 a penalty of, in the case of employees employed by a:*

***(a)** metropolitan daily newspaper, suburban newspaper, a magazine or a wire service—17.5%;*

***(b)** ~~regional daily newspaper or a country non-daily newspaper~~ any other publication —15%,*

*of their minimum hourly rate for each hour of that shift.*

## **6. Annual leave and public holidays**

- 6.1 Current clause 24.2 does not apply to editorial employees not employed by daily newspapers, wire services, regional daily newspapers, suburban newspapers, magazines and country non-daily newspapers.
- 6.2 MEAA seek to provide access to additional leave apply to all publications, irrespective of platform or masthead type, where an employee is required to work on public holidays on an ongoing basis.
- 6.3 An amended clause 24.2 would state:



**24.2** Any employee required by their employer to work public holidays at ordinary hourly rates of pay who are:

(a) engaged by a metropolitan daily newspaper, wire service, regional daily newspaper, suburban newspaper or a magazine, will be credited each year with an extra two weeks and three days' annual leave; or

(b) engaged by a country non-daily newspaper, or by any other publisher, will be credited each year with an extra two weeks' annual leave,

*instead of any penalty provisions as provided for in clause 27.4.*

6.4 MEAA submit that clause 27.4 should remain for employees who are irregularly required to work on public holidays.

## **7. Leave Loading**

7.1 MEAA seek to clarify the application of clause 24.5 by amending it as follows:

**24.5** An employee is entitled to be paid a loading of 17.5% of the minimum rate of pay prescribed in clause 14 - Minimum Wages – for all periods of annual leave.

## **8. Administrative Amendment**

8.1 Clause 27.3(a) contains a cross-referencing error by referring to clause 24.2(a), which regulates when relevant employees are entitled to either an additional two weeks or two weeks and three days annual leave.

8.2 MEAA submit that clause 27.3(a) should refer to clause 24.3, which governs an employer's duty to notify an editorial employee that they will not be required to work on a public holiday and the day will instead be deemed as an annual leave day.

8.3 MEAA submit the following amendment to clause 27.3(a):

### **27.3 Employees receiving additional annual leave**

*An employee receiving additional annual leave in accordance with clause 24.2 is required to work on public holidays at ordinary rates of pay, unless directed to take a day of annual leave in accordance with clause 24.2 24.3.*

MEAA looks forward to participating in Commission proceedings with respect to the above claims.

Yours sincerely,



Paul Murphy  
MEAA Chief Executive

## **Appendix A Part 5 of the Journalists Published Media Award 2010**

### **19. Ordinary hours of work**

**19.1** Ordinary hours of work will be an average of 38 hours a week to be worked by employees working 38 ordinary hours on five days per week, or one of the following bases (provided that the requirements of clauses 19.5 and 19.8 are met):

**(a)** by employees working 152 ordinary hours over 19 days in a 20 day work cycle;

**(b)** by employees working 76 ordinary hours over nine days in a 10 day work cycle; or

**(c)** by employees working 38 hours on four days in each five day work cycle.

**19.2** 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. 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 19.1, 19.5 and 19.8 are met).

**19.3** Where agreement is reached under this clause:

- to move from a five day week to a four day week; or
- to move to a nine day fortnight; or
- to move to a 19 day month; or
- to implement some other agreement that involves working fewer than five days per week on a consistent basis,

and

- the new work arrangements would result in increased cost as a result of some or all of the employees concerned becoming entitled to shift penalties that they would not be entitled to when working a five day per week basis,

the agreement may provide that one or more of the penalties in clause 21—Shiftwork and weekend penalties will not apply. In such a case those penalties will not apply.

**19.4** In this clause, **day** means a period of 24 hours unless stated otherwise.

**19.5** Ordinary hours will be a minimum of four hours and a maximum of 11 hours work per day (or 12 hours with the agreement of the employee).

### **19.6 Make-up time**

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

### **19.7 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 this clause, until the time of ceasing 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.*

### **19.8 Days off**

*(a) Each employee will have at least two days off in every seven days in relation to the period over which 38 hours is averaged in accordance with clause 19.1. Employees who work under an arrangement where the 38 hours allow for more than two days off a week may bank up to five additional days off with the agreement of their employer.*

*(b) An employer may require an employee to work on the employee's day off in case of an emergency or a shortage of staff through 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, grant to such employee another day off in place of the original one.*

*(c) Where an employee is given a day off duty, that day will commence at the expiration of 12 hours from the time the employee ceased duty.*

*(d) When an employee is given two or more consecutive days off duty, those consecutive days will commence at the expiration of eight hours from the time the employee ceased duty.*

*(e) Employees who are not given their days off in accordance with this clause will be paid at the rate of double time for all work done on any such day or days with a minimum payment of four hours.*

### **20. Breaks**

**20.1** *An employee must not be compelled to work more than five hours without a break of not less than 20 minutes.*

**20.2** *Subject to clause 20.3, where an employee is permitted a break of one hour off duty for a meal, 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.*

**20.3** *Where an employee in a country non-daily newspaper is permitted a break of 30 minutes or more off duty for a meal, 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.*

## **21. Shiftwork and weekend penalties**

**21.1** Subject to the provisions of this clause, 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 6.00 am and 7.00 am, or is instructed to perform and performs ordinary duty on a shift that concludes between the hours of 6.00 pm and 8.30 pm, will be entitled to a penalty of 10% of their minimum hourly rate for each hour or part thereof.

**21.2** Subject to the provisions of this clause, 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 a penalty of, in the case of employees employed by a:

**(a)** metropolitan daily newspaper, suburban newspaper, a magazine or a wire service—17.5%;

**(b)** regional daily newspaper or a country non-daily newspaper—15%,

of their minimum hourly rate for each hour of that shift.

**21.3** The additional rates provided in clauses 21.1 and 21.2 are not cumulative and, where any shift attracts both penalties, the higher percentage only will be paid.

**21.4** Subject to the provisions of this clause, 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 an additional 10% of their ordinary rate for that shift. This subclause does not apply to employees employed in a country non-daily newspaper.

**21.5** The respective additional payments prescribed in this clause 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.

**21.6** The penalties prescribed in this clause are payable only in respect of ordinary hours of work and not when overtime is worked.

## **22. Overtime and penalty rates**

**22.1** The hourly rate for overtime purposes will be calculated by dividing the minimum award rate of pay for the employee's level by 38.

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

**22.3** 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;*

*(c) time off instead of overtime not taken within 12 months of the overtime being worked must be paid out at overtime rates;*

*(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 22.3(e), subject to the forfeiture for inadequate notice as provided for under clause 11.2;*

*(e) where mutually agreed, overtime may be paid as it is worked at the rate of time and a half for the first two hours and double time thereafter; 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.*

**22.4** *When an employee is not given the days off provided for in clause 19.8, the employee must be paid at the rate of double time for all work done on any such day or days with a minimum payment of four hours.*

#### **22.5 Insufficient break**

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

*(a) if the break is less than eight hours, overtime will be paid at the rate of double time for all work done before the expiration of 11 hours break;*

*(b) if the break is eight hours or more, overtime will be paid at the rate of time and a half 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 this subclause be compensated for more than once.*

#### **22.6 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 this subclause.*

*(b) A distant engagement is 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 six hours rest each night.*

#### **(c) Commencement and ceasing times for distant engagement**

*(i) Except as provided in clause 22.6(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 eight hours of duty, the distant engagement will commence eight hours after the employee commenced work on that day, and the employee will be treated as having worked eight 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 22.5.*

***(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 this subclause, **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 this subclause. Each employee will be treated as working a minimum of nine hours on any day.*

*(iii) Except as provided in clause 22.6(d)(iv), overtime will only occur where the hours of duty of an employee exceed 38 in seven 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 time and a half for the first eight hours and double time thereafter 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 time and a half 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 21—Shiftwork and weekend penalties.*

*(ix) For the purposes of clause 22.6(d)(viii), ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of clause 22.6(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 19.8, 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 19.8.*

**23. Specialist publications**

**23.1** *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.*

**23.2 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 six 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 time and one half for the first eight hours overtime and at the rate of double time for all overtime in excess of eight hours in any week.*

*NOTE: This clause does not apply to specialist online publications. These are exempted from Part 5—Hours of Work and Related Matters of the award by virtue of clause 4.10(a).*