

AM2014/275: Four Yearly Review of Modern Awards – Group 4 Awards

Submissions on behalf of News Limited, Bauer Media and Pacific Magazines (Companies)

1. Introduction

- 1.1 We set out below the Companies' submissions in relation to the *Journalists Published Media Award 2016* exposure draft (**Exposure Draft**) that was issued by the Fair Work Commission (**Commission**) on 18 November 2016.

2. Proposed Amendments

- 2.1 The amendments proposed by the Companies are marked up in a copy of the Exposure Draft contained in **Annexure A** of these submissions.
- 2.2 We note that some of the amendments proposed are minor – correcting typographical errors or removing duplicate defined terms.
- 2.3 For the more substantive amendments proposed, we briefly outline below where drafting in the Exposure Draft has a different legal effect to the corresponding clause in the current award, and why.

Part 2 – Types of Employment and Classification

Clause 8 – Full-time employment

- 2.4 We respectfully submit that the words '*is an employee who*' should be reinserted – on the basis that the previous clause defined who was a full-time employee under the award. The changed wording does not have that effect.

Clause 9 – Part-time employment

- 2.5 We respectfully submit that the words '*is an employee who*' should be reinserted – on the basis that the previous clause defined who was a part-time employee under the award. The changed wording does not have that effect.
- 2.6 We also respectfully submit that the wording of clause 9.7(a) should reflect the current award (as per the mark up in **Annexure A**) – the changed wording in the Exposure Draft is confusing and changes the meaning of the award.

Clause 11 - Classifications

- 2.7 Clause 11.4 - We have included a reference to the Higher Education Loan Program, which is the successor scheme to the Higher Education Contribution Scheme. The HELP has been in place since 2010.
- 2.8 Clause 11.8 – The Companies confirm that this clause is no longer required.

Part 3 – Hours of Work

Clause 12.1

- 2.9 We respectfully submit that the wording of clause 19.1 of the current award should be retained – meaning clause 12.1 of the Exposure Draft be replaced by the wording of the clause 19.1 of the current award – on the basis that the changed drafting materially changes the legal position.
- 2.10 The legal effect of clause 19.1 of the award is that while employees can work an average of 38 hours per week, that is to be worked by working 38 ordinary hours on five days per week, or on an averaged basis by agreement. That is, the default position is that employees work 38 hours per week over five days. They are only able to work under one of the other averaged arrangements by agreement with the employer (either a majority of employees or an individual employee).
- 2.11 The legal effect of clause 12.1 of the Exposure Draft is that there is no default arrangement and an agreement has to be reached with employees in the workplace as to their hours arrangements. That is a material change to the current position and we assume is unintended.

Clause 12.4

- 2.12 We respectfully request that amendments as noted in **Annexure A** be made to clause 12.4, to accurately reflect the current arrangements.
- 2.13 The modifications to clause 19.3 of the award, as set out in clause 12.4 of the Exposure Draft, are confusing and suggest that the arrangements under clause 12.4(b) are different to the agreement to average under clause 12.2 and 12.3, when that is not the case.

Part 5 – Overtime and Penalty Rates

Clause 19

- 2.14 We respectfully submit that the opening wording of clause 19.1 and 19.2 should be amended to revert to the wording of 21.1 and 21.2 of the award – particularly to reflect that the entitlements are subject to the other provisions of the clause (particularly clause 19.3 and 19.5) and that the penalties are payable only where the employee is instructed to perform and performs ordinary hours on a relevant shift. The amended wording could be interpreted as referring to the employee performing their tasks as required, rather than the more specific wording of the current award which refers to the instruction relating to performing ordinary hours on the shift.

Part 6 – Leave and Public Holidays

Clause 22 – Annual leave

- 2.15 Clause 22.2(a) – We respectfully submit that the words '*by their employer*' should be reinserted into the clause (as shown in **Annexure A**) – this makes clear that it is only if the employer requires the employee to work public holidays that the entitlement is triggered – not because, for example, the employee considers that they 'are required' to work on that day to get something done.
- 2.16 Clause 22.3 – We respectfully submit that this clause should be deleted on the basis that it is confusing. Firstly, clause 25.4 of the Exposure Draft does not apply to employees receiving additional annual leave under 22.2(a) – perhaps the reference is to 25.3. However, even then it is unnecessary and confusing. The opening words of 22.2(a) make clear that work on public holidays is at ordinary hourly rates – the inclusion of 22.3 suggests that there is some additional entitlement, when there is not.
- 2.17 Clause 22.4 – We have added the additional words in **Annexure A** for clarity.

Clause 25 – Public holidays

- 2.18 We have amended clause 25.3 to make clear that it is the only part of clause 25 that applies to employees entitled to additional annual leave under clause 22.2(a), as is the current position. If it was intended to change the application of those other subclauses of clause 25, we request that we have a further opportunity to consider the basis of that proposed change and make submissions, if required.

Schedule B – Public holiday rates

- 2.19 A notation should be included in respect of each public holiday rate that it does not apply to employees receiving additional annual leave under clause 22.2(a). We have included that notation in **Annexure A**.

3. Comments on questions posed by Commission in Exposure Draft

Clause 4.5

State based differences

- 3.1 Parties were asked by the Commission to comment on whether clauses 4.5(c)-(h) of the Exposure Draft are permitted under s154 of the *Fair Work Act 2009* (Cth), which prohibits terms that contain State-based differences.
- 3.2 In this regard, we have reviewed the guidance provided in paragraph [597] of the Explanatory Memorandum to the *Fair Work Bill 2008*, which states:

'It is not intended that clause 154 would prohibit modern awards including terms that have differing practical operation in different States and Territories, provided that they are capable of applying in each State or Territory.'

- 3.3 The above statement was further clarified in the Supplementary Explanatory Memorandum to the *Fair Work Bill 2008*, which states that s 154:

'...is designed to make clear that the requirements that terms of modern award be expressed to operate in each State and Territory, does not necessarily mean that the terms will always have effect in each State or Territory because of circumstances specific to that State or Territory.'

- 3.4 In *Australian Chamber of Commerce and Industry v Australian Council of Trade Unions* [2015] FCAFC 131, Justice Buchanan (with whom Justice North agreed) said, in relation to an allowance which applied in Broken Hill:

38. In my view, both limbs of s 154(1) are directed to the same general objective, although they address that question by reference to different possibilities which they are intended to exclude. The objective is to prohibit differences between entitlements in States or Territories as such – i.e. to eliminate “State-based” differences. The two elements of s 154(1) address different matters. Section 154(1)(a) addresses the manner of determination of such terms, including the possibility that entitlements applying in one State (or more than one) might be fixed differently from others – e.g. at different times, in different amounts, subject to different qualifying conditions, etc. Section 154(1)(b) prevents the possibility that terms and conditions might apply (i.e. as a matter of general application) in one or some but not every State or Territory, thereby discriminating (facially at least) against employees in those States or Territories which are excluded.

39. More particularly, the proposition that all modern award terms must operate uniformly throughout Australia is, in my view, impossible to reconcile with s 139(1)(g)(iii). Although the note to s 136 indicates that s 136(2) (which incorporates the limits imposed by s 154) prevails over any permissive or mandatory provisions referred to in s 136(1), the conflict between the obvious intent of s 139(1)(g)(iii) and the construction of s 154(1)(b) urged by the applicant is too stark not to take into account. It can only be resolved by finding against the applicant’s construction of s 154(1)(b). Otherwise, s 139(1)(g)(iii) would have no useful work to do unless that was achieved by contrivance and artifice.

40. Section 154, in my view, does not prohibit disability allowances for particular locations, or for a particular location. Any restriction upon an award of compensation for such matters is found only in the limitations expressed by s 139 – that the allowance is for disabilities, that it applies at a particular location or locations and that it is separately and clearly expressed in the modern award.

- 3.5 It is submitted that section 154(1) does not apply. Clauses 4.5(c)-(h) do not provide for terms and conditions of employment. They deal with coverage of the award.
- 3.6 Even if they did, then – consistent with the ACCI decision - section 154(1) is not intended to mean that awards must operate uniformly through Australia. It is apparent that Clauses 4.5(c)-(h) are intended to provide for a different number of exempt positions, having regard to the fact that most newspapers are state based and are materially different in size.

Schedule B

- 3.7 The Companies submit that it would be useful to include penalties payable for employees employed in metropolitan newspapers or magazines, wire services, or regional daily newspapers, suburban newspapers and all other publications.

Schedule C

- 3.8 Parties were asked by the Commission to comment on whether there should be a mechanism for adjusting the amount in clause 16.3(f)(ii). The Companies submit that an adjustment mechanism is not required.

4. General comments

- 4.1 We have not reviewed the cross-referencing in the Exposure Draft on the basis that changes may be made following the Commission's consideration of each of the interested parties' submissions.
- 4.2 We have also assumed that the figures included in '*Schedule B – Summary of Hourly Rates of Pay*' of the Exposure Draft are correct and have not undertaken an independent review to confirm the accuracy of those figures.

MINTER ELLISON

21 December 2016

EXPOSURE DRAFT

Journalists Published Media Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Journalists Published Media Award 2010** (the Journalists award) as at 18 November 2016. This exposure draft does not seek to amend any entitlements under the Journalists award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/275](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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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 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

- 2.1 The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 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.

3. 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) ~~for publication~~—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 five 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 *Fair Work Act 2009* (Cth)

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 ~~an~~ 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 means the industry concerned with the publication of newspapers, magazines, periodicals, journals and online publications, and the provision of wire services

regional daily newspaper means a newspaper which is published on more than four 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 wage for a Level 3 employee in clause 14.1

Sub-editing procedures includes activating computer programs to:

- (a) prepare an electronic layout of the page or pages other than the assignment of advertisements; and/or
- (b) 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

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. [\[ME Note: already included in definitions\]](#)~~

4.34.2 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.

4.44.3 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 2016*;
- (b) *Broadcasting and Recorded Entertainment Award 2016*; or
- (c) *Clerks—Private Sector Award 2016*.

4.54.4 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: six positions;
 - (ii) on any associated publication including an online publication: one position;

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- (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: two 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: four positions;
 - (ii) on its related Sunday newspaper: two 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: three 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: five positions;
 - (ii) on a separately published metropolitan Sunday newspaper: three 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: four positions;
 - (ii) on a separately published metropolitan Sunday newspaper: one position;
 - (iii) on any other associated publication including an online publication: one position;

Parties are asked to comment on whether clauses 4.5(c)-(h) are permitted under s.154 of the *Fair Work Act 2009* which prohibits terms that contain State-based differences.

- (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: two 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 two most senior editorial employees employed in a regional daily newspaper published in Townsville;
 - (iii) the next three 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: eleven positions.

4.6**4.5** 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.

4.74.6 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 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. This subclause operates subject to the exclusions from coverage in this award.

4.84.7 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.

4.94.8 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 two days off in each week in accordance with clause 12.9. The provisions of clause 20.4 will apply to an employee not given two 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 19—Shiftwork and weekend penalties;
 - Clause 20—Overtime and penalty rates.

5. Effect of variations made by the Fair Work Commission

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.

6. Award flexibility for individual arrangements

- 6.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 6.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 6.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

6.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.

6.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

7. Facilitative provisions for flexible working practices

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
22.8	Annual leave in advance	An individual
22.10	Cashing out of annual leave	An individual

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25.3(c)	Agreement to bank an additional day off	An individual
25.4	Substitution of certain public holidays by agreement at the enterprise	An individual or the majority of employees

Part 2—Types of Employment and Classifications

8. Full-time employment

A full-time employee is [an employee who is](#) engaged to work an average of 38 ordinary hours per week.

9. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

- 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 four 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 seven 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 [\(except as provided for in clause 9.6 or ~~hours~~ as varied in accordance with clause 9.5\)](#) ~~(except as provided for in clause 9.6)~~ 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 three hours; and
- (ii) **200%** of the ordinary hourly rate after three hours.
- (c) The overtime provisions in clauses 9.7(a) and (b) will not apply to the employees listed at clause 4.9(a).

10. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

- 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 ordinary 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 two hours; and
 - (ii) **200%** of the ordinary hourly rate after two hours.
- (c) The overtime provisions in clauses 10.4(a) and (b) will not apply to the employees listed at clause 4.9(a).

10.5 The ordinary hourly rate for the calculation of shift penalties 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 three 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) four hours in any week to attend classes approved by the employer; and
 - (ii) an additional six 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 Contribution Scheme or the Higher Education Loan Program.

11.5 Editorial employees

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

- (a) **Band one**
 - (i) Editorial employees classified in band one 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 two

- (i) Editorial employees classified in band two 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 three

- (i) Editorial employees classified in band three 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.

~~**11.8** — An employee covered by a pre-reform award or a notional agreement preserving a State award, other than an enterprise award, immediately prior to the commencement of the operation of this Award, or an employee covered by a Division 2B State award immediately prior to 1 January 2011, will be classified by reference to the translation table set out in Schedule A. Parties are asked whether clause 11.8 is still required.~~

~~Parties are asked whether clause 11.8 is still required.~~

Part 3—Hours of Work

12. Ordinary hours of work

Subject to clause 4.9(c), this clause 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 by employees working 38 ordinary hours on five days per week, or 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 five days in a seven 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 nine days in a 10 day work cycle; or
- (d) by employees working 38 hours on four days in each five 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 Penalties may not apply

(a) Where agreement has been reached under clause 12.2 or 12.3 ~~Clause 12.4 applies if new work arrangements in clause 12.4(b) would lead to increased costs as some or all employee concerned would then be entitled to shift penalties that they would not have been entitled to if working a five day week.~~

~~(b) Agreement may be reached on one of the following arrangements:~~

- (i) to move from a five day week to a four day week; or
- (ii) to move to a nine day fortnight; or
- (iii) to move to a 19 day month; or

(iv) to implement some other agreement that involves working fewer than five days per week on a consistent basis, and

~~(iv)(b)~~ the new work arrangements in clause 12.4(b) would lead to increased costs as a result of some or all employees concerned becoming entitled to shift penalties that they would not have been entitled to if working on five day per week basis.

~~(e) Where an agreement is reached under clause 12.4(b),~~ the agreement may provide that one or more of the penalties in clause 19—Shiftwork and weekend

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penalties will not apply. [In such a case, those penalties will not apply.](#)

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

12.6 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).

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 two days off in every seven 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 two days off a week may bank up to five 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 two or more consecutive days off duty, those consecutive days will start eight 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 four hours.

13. Breaks

13.1 An employee must not be required to work more than five 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 wages

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

Band	Level	Minimum weekly rate \$	Minimum hourly rate \$
One	1	854.60	22.49
	2	878.50	23.12
	3	916.30	24.11
	4	940.90	24.76
	5	965.30	25.40
	6	1,014.80	26.71
	7	1,059.10	27.87
Two	8	1,108.50	29.17
	9	1,182.30	31.11
	10	1,182.30	33.06
Three	11	1,293.20	34.03
	12	1,453.20	38.24
	13	1,625.40	42.77

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

Year	% of Level 1 rate
First	60
Second	75

See Schedule B for a summary of hourly rates of pay, including overtime and penalties.

Third	90
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15. Payment of wages

- 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 two months' notice of the change.

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. Allowances

- 16.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C 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.

- (v) 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

- (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 **\$18.72** 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 two of the agreed meal break periods in that day or two meal allowances if working through three 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.

See Schedule C for a summary of monetary allowances.

17. Higher duties

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

18. Superannuation

18.1 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.

18.2 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.

18.3 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 18.2.
- (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 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (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).

19. Shiftwork and weekend penalties

19.1 Subject to the provisions of this clause 19, An employee who is instructed by the employer to perform and performs ordinary hours on a shift ~~working as instructed by the employer~~ 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 provision of this clause 19, An employee ~~working ordinary hours as instructed by the employer on a shift,~~ 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%

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

19.4 Saturday and Sunday work

- (a) Subject to the provisions of this clause, An employee who is rostered to perform and performs ~~required to work~~ 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~~ 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 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.

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

20. Overtime and penalty rates

This provision may be affected by [AM2014/300](#)

20.1 The hourly rate for overtime purposes will be calculated based on the minimum hourly rate in clause 14.

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

20.3 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 20.3(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 two hours and **200%** of the ordinary hourly rate after two hours; and
- (f) any time allowed off duty instead of overtime will be deemed to be ordinary

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rostered hours for the day or days on which the time off instead is taken.

20.4 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 four hours.

20.5 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 eight 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 eight 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 this subclause be compensated for more than once.

20.6 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) **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 six hours rest each night.
- (c) **Commencement and ceasing times for distant engagement**
 - (i) Except as provided in clause 20.6(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 20.5.

- (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 20.6(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 **150%** of the ordinary hourly rate for the first eight hours and **200%** of the ordinary hourly rate after eight 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 penalties.
 - (ix) For the purposes of clause 20.6(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 20.6(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 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.

21. Specialist publications

- 21.1 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.

21.2 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 **150%** of the ordinary hourly rate for the first eight hours overtime and **200%** of the ordinary hourly rate 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 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

22. Annual leave

22.1 Annual leave is provided for in the NES.

22.2 Annual leave and public holidays

- (a) Notwithstanding clause 22.1, 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 22.2(a) is instead of any penalty provisions provided for in clause 25.2.

~~22.3 Employees receiving additional annual leave under clause 22.2(a) required to work on a public holiday will be paid in accordance with clause 25.4.~~

22.4 An employee who is credited additional annual leave in accordance with clause 22.2(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.

22.5 Where an employee is credited an additional amount of annual leave in accordance with clause 22.2(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.

22.6 Annual leave loading

An employee who is entitled to annual leave in accordance with this clause 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 wages.

22.7 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 eight weeks' notice of the time when such leave is to be taken.

22.8 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 22.8 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) The employer must keep a copy of any agreement under clause 22.8 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 22.8, 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.

22.9 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 four 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 this clause 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 this clause for one or two separate periods in a year; and
- (f) if the employer closes down the enterprise or part of it pursuant to this clause in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days.

22.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.10.
- (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 22.10 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 22.10 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 22.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.10.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.10.

Note 3: An example of the type of agreement required by clause 22.10 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

22.11 Excessive leave accruals: general provision

Note: Clauses 22.11 to 22.13 contain provisions, additional to the National Employment Standards, 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 Fair Work 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 22.12 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.13 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.12 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 22.11(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 paragraph (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 22.11, 22.12 or 22.13 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 paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (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 paragraph (d) may result in the direction ceasing to have effect. See clause 22.12(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22.13 Excessive leave accruals: request by employee for leave

- (a) Clause 22.13 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 22.11(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 22.12(a) that, when any other paid annual leave arrangements (whether made under clause 22.11, 22.12 or 22.13 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 22.11, 22.12 or 22.13 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.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

23. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

24. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

25. Public holidays

25.1 Public holiday entitlements are provided for in the NES.

25.2 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 25.4:

- (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 four hours.

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).
- (b) An employee receiving additional annual leave under clause 22.2(a) is required to work on public holidays at ordinary rates of pay, unless directed to take a day of annual leave under clause 22.4.
- (c) ~~If a~~An employee receiving additional annual leave in accordance with clause 22.2(a) ~~is~~~~and~~ 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.

25.4 Substitution of certain public holidays by agreement at the enterprise

- (a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.

25.5 Part-day public holidays

For provisions related to part-day public holidays see Schedule F—2016 Part-day Public Holidays.

26. Community service leave

Community service leave is provided for in the NES.

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

(a) Employers to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 27(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 27(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

28. Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

29. Dispute resolution

- 29.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 29.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 29.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 29.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 29.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 29.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 29.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 8—Termination of Employment and Redundancy

30. Termination of employment

30.1 Notice of termination is provided for in the NES.

30.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

31. Redundancy

Redundancy pay is provided for in the NES.

32. Transfer to lower paid job on redundancy

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

33. Employee leaving during redundancy notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 31—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

34. Job search entitlement

34.1 Job search entitlement for notice of termination of employment

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

34.2 Job search entitlement—redundancy

(a) Time off for seeking other employment

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) Proof of attendance

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

DRAFT

Schedule A—Translation Table [\[ME Note: no longer required\]](#)

A.1.1—The tables below set out the translation of grading under this award.

A.1.2—Band 1

Award Level	Metropolitan Daily—Newspaper/Wire Service/Magazines (other than specialist publications)	Regional Daily—Newspaper	Country Non-daily—Newspaper	Specialist Publications	Suburban Newspaper
1	Grade 1	Grade 1(a)	Grade 1	Grade 1	Grade 1
2		Grade 1(b)	Grade 2		Grade 2
3	Grade 2	Grade 2(a)	Grade 3	Grade 2	Grade 3
4			Grade 4		
5		Grade 2(b)	Grade 5		Grade 4
6	Grade 3	Grade 3 and 4	Grade 6		Grade 5
7	Grade 4			Grade 3	

A.1.3 Band 2

Award Level	Metropolitan Daily—Newspaper/Wire Service/Magazines (other than specialist publications)	Regional Daily—Newspaper	Country Non-daily—Newspaper	Specialist Publications	Suburban Newspaper
8	Grade 5	Grade 5(a) and 5(b)	Grade 7	Grade 4	Grade 6
9	Grade 6	Grade 6 and 7	Grade 8	Grade 5	Grade 7
10	Grade 7	Grade 8		Grade 6	

A.1.4 Band 3

Award Level	Metropolitan Daily—Newspaper/Wire Service/Magazines (other than specialist publications)	Regional Daily—Newspaper	Country Non-daily—Newspaper	Specialist Publications	Suburban Newspaper
11	Grade 8				
12	Grade 9				
13	Grade 10				

Schedule B—Summary of Hourly Rates of Pay

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Full-time and part-time employees

B.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.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 14.

B.1.3 Full-time and part-time employees ~~other than shiftworkers~~ - ordinary and penalty rates.

Parties are asked to comment on whether it would be useful to include the penalties payable for employees (including shiftworkers) employed in metropolitan newspapers or magazines, wire service, or regional daily newspapers, suburban newspapers and all other publications.

	Ordinary hours	Public holiday*
	% of ordinary hourly rate	
	100%	250%
	\$	\$
Band One		
Level 1	22.49	56.23
Level 2	23.12	57.80
Level 3	24.11	60.28
Level 4	24.76	61.90
Level 5	25.40	63.50
Level 6	26.71	66.78
Level 7	27.87	69.68
Band Two		
Level 8	29.17	72.93
Level 9	31.11	77.78
Level 10	33.06	82.65
Band Three		
Level 11	34.03	85.08
Level 12	38.24	95.60
Level 13	42.77	106.93

[*Other than employees receiving additional annual leave under clause 22.2\(a\)](#)

B.1.4 Full-time and part-time employees ~~other than shiftworkers~~ —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						
	100%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Band One						
Level 1	22.49	33.74	44.98	33.74	44.98	56.23
Level 2	23.12	34.68	46.24	34.68	46.24	57.80
Level 3	24.11	36.17	48.22	36.17	48.22	60.28
Level 4	24.76	37.14	49.52	37.14	49.52	61.90
Level 5	25.40	38.10	50.80	38.10	50.80	63.50
Level 6	26.71	40.07	53.42	40.07	53.42	66.78
Level 7	27.87	41.81	55.74	41.81	55.74	69.68
Band Two						
Level 8	29.17	43.76	58.34	43.76	58.34	72.93
Level 9 ¹	31.11	46.67	62.22	46.67	62.22	77.78
Level 9 ²	31.11	–	–	–	–	77.78
Level 10 ³	33.06	49.59	66.12	49.59	66.12	82.65
Level 10 ⁴	33.06	–	–	–	–	82.65
Band Three						
Level 11	34.03	51.05	68.06	51.05	68.06	85.08
Level 12	38.24	–	–	–	–	95.60
Level 13	42.77	–	–	–	–	106.93
¹ except country non-daily newspaper employees ² country non-daily newspaper only ³ except suburban newspaper employees ⁴ suburban newspaper employees only *Other than employees receiving additional annual leave under clause 22.2(a)						

B.2 Casual employees

B.2.1 Casual employees ~~other than shiftworkers~~—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate	
	125%	275%
	\$	\$
Band One		
Level 1	28.11	61.85
Level 2	28.90	63.58
Level 3	30.14	66.30
Level 4	30.95	68.09
Level 5	31.75	69.85
Level 6	33.39	73.45
Level 7	34.84	76.64
Band Two		
Level 8	36.46	80.22
Level 9	38.89	85.55
Level 10	41.33	90.92
Band Three		
Level 11	42.54	93.58
Level 12	47.80	105.16
Level 13	53.46	117.62

B.3 Cadets

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

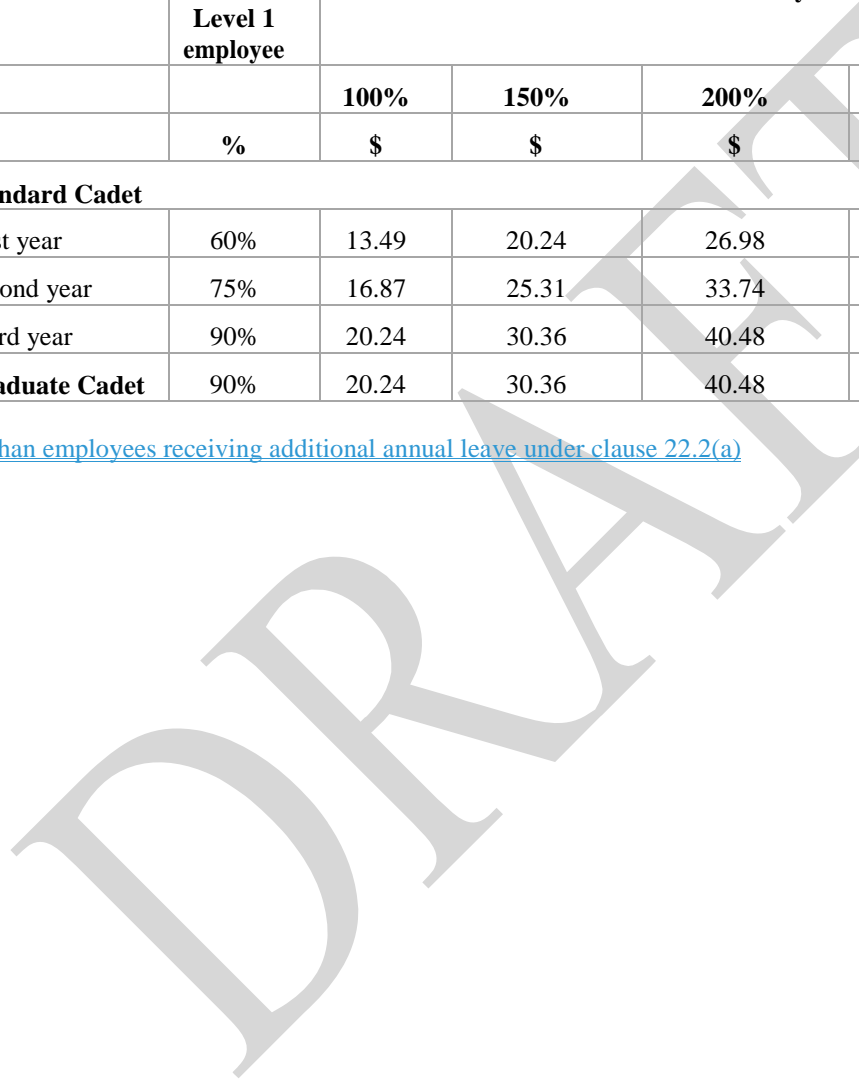
	Cadet percentage	Ordinary hours	Public holiday [*]
	% of Level 1 employee	% of ordinary hourly rate	
		100%	250%
	%	\$	\$
Standard Cadet			
First year	60%	13.49	33.73
Second year	75%	16.87	42.18
Third year	90%	20.24	50.60
Graduate Cadet	90%	20.24	50.60

[*Other than employees receiving additional annual leave under clause 22.2\(a\)](#)

B.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 rate						
		100%	150%	200%	150%	200%	250%	
	%	\$	\$	\$	\$	\$	\$	
Standard Cadet								
First year	60%	13.49	20.24	26.98	20.24	26.98	33.73	
Second year	75%	16.87	25.31	33.74	25.31	33.74	42.18	
Third year	90%	20.24	30.36	40.48	30.36	40.48	50.60	
Graduate Cadet	90%	20.24	30.36	40.48	30.36	40.48	50.60	

[*Other than employees receiving additional annual leave under clause 22.2\(a\)](#)



Schedule C—Summary of Monetary Allowances

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

C.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

C.2 Expense-related allowances

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

Allowance	Clause	\$
Meal allowance—more than one meal per day away from home	16.3(c)(i)	18.72 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)	118.50 maximum

C.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

Parties are asked whether there should be a mechanism for adjusting the amount in clause 16.3(f)(ii).

Schedule D—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 E—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 F—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year’s Eve (31 December 2016) 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 between 7.00 pm and midnight 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 between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight 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 between 7.00 pm and midnight, 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 F.1(f) applies, where an employee works any hours between 7.00 pm and midnight 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 between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(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.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.