

# Journalists Published Media Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 8 April 2020 ([PR718141](#)).

Clause(s) affected by the most recent variation(s):

Schedule X—Additional Measures During the COVID-19 Pandemic

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/275](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/15](#); [AM2016/8](#)

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[Varied by [PR991575](#), [PR532630](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR583022](#), [PR607581](#), [PR609385](#), [PR610231](#), [PR701470](#), [PR718141](#)]

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## Part 1—Application and Operation

### 1. Title

This award is the *Journalists Published Media Award 2010*.

### 2. Commencement and transitional

[Varied by [PR991575](#), [PR542187](#)]

**2.1** This award commences on 1 January 2010.

**2.2** The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

**2.3** This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542187](#) ppc 04Dec13]

**2.4** 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.

[2.5 varied by [PR542187](#) ppc 04Dec13]

**2.5** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542187](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR994458](#), [PR997772](#), [PR503700](#), [PR546044](#)]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **agreement-based transitional instrument** inserted by [PR994458](#) from 01Jan10]

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**artist** means a person who prepares original drawings of any kind, or creative art of any kind, or who prepares for publication photographs, drawings, layouts, maps, plans, diagrams, decorations, lettering (including instant or transfer lettering), borders, backgrounds or similar embellishments but does not include a person solely employed in retouching photographic plates

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**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

[Definition of **default fund employee** inserted by [PR546044](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546044](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503700](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503700](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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**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

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546044](#) ppc 01Jan14]

**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

[Definition of **MySuper product** inserted by [PR546044](#) ppc 01Jan14]

**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)

[Definition of **on-hire** inserted by [PR994458](#) from 01Jan10]

**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

**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 other than 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—Minimum wages

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

[Definition of **transitional minimum wage instrument** inserted by [PR994458](#) from 01Jan10]

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

- 3.2** 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.
- 3.3** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## 4. Coverage

[Varied by [PR992497](#), [PR994458](#), [PR503756](#)]

- 4.1** This 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 13—Classifications to the exclusion of any other modern award.
- 4.2** 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 2010*;
  - (b) *Broadcasting and Recorded Entertainment Award 2010*; or
  - (c) *Clerks—Private Sector Award 2010*.
- 4.3** The award does not cover an employee excluded from award coverage by the Act.
- 4.4** The award does not cover 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.
- 4.5** The award does not cover an employer bound by an enterprise award with respect to any employee whose position is exempted from the coverage of the enterprise award.

[New 4.6 and 4.7 inserted by [PR994458](#) from 01Jan10]

- 4.6** The award does not cover 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.

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**4.7** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 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.

[4.6 and 4.7 renumbered as 4.8 and 4.9 by [PR994458](#) from 01Jan10]

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

**4.9** 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;
- (c) in Victoria:
  - (i) on a metropolitan daily newspaper published in Victoria: 10 positions;
  - (ii) on its related Sunday newspaper: two positions;
  - (iii) on any other associated publication including an online publication: one position;
- (d) in New South Wales:
  - (i) on a metropolitan daily newspaper published in New South Wales: 10 positions;
  - (ii) on its related Sunday newspaper: two positions;
  - (iii) on any other associated publication including an online publication: one position;
- (e) in Queensland:
  - (i) on a metropolitan daily newspaper published in Queensland: four positions;
  - (ii) on its related Sunday newspaper: two positions;
  - (iii) on any other associated publication including an online publication: one position;
- (f) in South Australia:
  - (i) on a metropolitan daily newspaper published in South Australia: four positions;

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- (ii) on its related Sunday newspaper: two positions;
  - (iii) on any other associated publication including an online publication: one position;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) in a magazine publishing business that employs more than 20 editorial employees:
  - (i) any employee (below the level of publisher) who has principal responsibility for the editorial aspect of more than one magazine published by the employer, including without limitation an editor in chief;
  - (ii) any employee (below the level of publisher) who has principal responsibility for the artistic aspect of more than one magazine published by the employer, including without limitation an art director;
  - (iii) photographic manager;
  - (iv) on any weekly magazine: two positions;

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- (v) the editor on any other magazine;
- (l) 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;

[4.7(m) varied by [PR992497](#) from 20Jan10]

- (m) in an online publishing business (that is not an associated publication of a print publication) that employs more than 20 editorial employees:
  - (i) any employee (below the level of publisher) who has principal responsibility for the editorial or artistic aspect of more than one online publication published by the employer, including an editor in chief or art director;
  - (ii) the editor of any online publication;

[4.9(n) varied by [PR503756](#) from 01Jan10]

- (n) at Australian Associated Press: eleven positions.

[4.8 renumbered as 4.10 by [PR994458](#) from 01Jan10]

- 4.10** Part 5—Hours of Work and Related Matters of this award will not have any application to the following employees:
- (a) an employee employed on an online publication other than those employees described in clause 3.2; or
  - (b) an employee classified as:
    - (i) Levels 12 or 13;
    - (ii) Level 10 by a suburban newspaper; or
    - (iii) Level 9 by a country non-daily newspaper.

[4.9, 4.10 and 4.11 renumbered as 4.11, 4.12 and 4.13 by [PR994458](#) from 01Jan10]

- 4.11** The overtime provisions applying to part-time and casual employees at clauses 10.2(e), 10.2(f), 10.3(c) and 10.3(d) will not apply to employees referred to in clause 4.10.
- 4.12** Provided that, all the employees referred to in clause 4.10 will be given at least two days off in each week in accordance with clause 19.8. The provisions of clause 22.6 will apply to an employee not given two days off.
- 4.13** The only clause in Part 5 of this award that will have any application to employees employed by a specialist publication is clause 23—Specialist publications.

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## **7. Individual flexibility arrangements**

[Varied by [PR542187](#); 7—Award flexibility renamed and substituted by [PR610231](#) ppc 01Nov18]

**7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

**7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**7.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**7.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

**7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

**7.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and

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- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

7.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

7.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

7.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

7.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610231](#) ppc 01Nov18]

8.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

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- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

**8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

**8.5** In clause 8:

**significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

## **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610231](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).
- 8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **9. Dispute resolution**

[Varied by [PR542187](#); substituted by [PR610231](#) ppc 01Nov18]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause.

- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

[Varied by [PR700575](#)]

#### **10.1 Full-time employment**

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

#### **10.2 Part-time employment**

- (a) A part-time employee is an employee who is employed on a continuing basis but is engaged to work an average of less than 38 ordinary hours per week.
- (b) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.
- (c) A part-time employee will receive pro rata rates of pay and pro rata conditions of employment.
- (d) The weekly hours of employment, including starting and finishing times, will be as agreed between the employee and the employer. However, 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.
- (e) 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 through 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 succeeding week, grant to such an employee time off duty to compensate for the additional time worked.
- (f) All time worked in excess of the agreed hours (except as provided for in clause 10.2(e) or as varied in accordance with clause 10.2(d)) will be overtime and must be paid at the rate of time and a half for the first three hours and double time thereafter.

#### **10.3 Casual employment**

- (a) A casual employee is an employee who is engaged by the hour, but on each occasion must be engaged for at least 3.75 hours.

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- (b) A casual employee must be paid per hour at the rate of 1/38th of the weekly rate, plus a loading of 25%.
- (c) 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.
- (d) The overtime rates are time and half for the first two hours and double time thereafter.
- (e) The minimum hourly rate for the calculation of shift penalties and overtime rates for casual employees does not include the casual loading.

### 10.4 Right to request casual conversion

[10.4 inserted by [PR700575](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is,

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the casual employee is not truly a regular casual employee as defined in paragraph (b);

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
  - (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
  - (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
    - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
    - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2(d).
  - (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
  - (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
  - (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
  - (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

## 11. Termination of employment

[11 substituted by [PR610231](#) ppc 01Nov18]

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

### 11.1 Notice of termination by an employee

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

**Table 1—Period of notice**

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

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

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

- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

## 11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 12. Redundancy

[Varied by [PR994458](#), [PR503700](#), [PR561478](#); substituted by [PR706974](#) ppc 03May19]

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

### 12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### 12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **12.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

## **Part 4—Minimum Wages and Related Matters**

### **13. Classifications**

[Varied by [PR503700](#)]

#### **13.1 Cadet journalists**

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

#### **13.2 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, during which the cadet will be paid at the rate for a final year cadet.

#### **13.3 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. In calculating the period of cadetship, experience as a cadet will be regarded as continuous despite a cadet having been employed by several employers.

#### **13.4 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. An experienced person will supervise the training of the cadet. The training will include the handling of news from its collection to its publication. Cadets in press photography or editorial art will be provided with the appropriate training.

- (b) A cadet journalist will be permitted to be absent during working hours for periods of up to four hours in any week to attend classes approved by the employer. An additional six hours will be granted to attend at an Australian university for a course in journalism or other approved course. 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. 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. This provision will not apply where the employer pays the fees. The employer is not required to either reimburse or pay for any amounts owed by the cadet under the Higher Education Contribution Scheme.

### **13.5 Editorial employees**

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

#### **(a) Band one**

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. They normally perform journalistic and photographic duties under broad supervision. 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. 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**

Editorial employees classified in band two have obtained wide practical experience and are exercising advanced skills. They are capable of working independently and of exercising initiative and judgment on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

#### **(c) Band three**

Editorial employees classified in band three exercise the highest level of skills and responsibility. 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.

**13.6** Classification definitions in clause 13.5 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.

**13.7** Editorial employees employed:

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- (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.

[13.8 substituted by [PR503700](#) ppc 01Jan11]

**13.8** 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 B.

### 14. Minimum wages

[Varied by [PR997939](#), [PR509098](#), [PR522929](#), [PR536732](#), [PR551655](#), [PR566745](#), [PR579837](#), [PR592165](#), [PR606392](#), [PR707480](#)]

[14.1 varied by [PR997939](#), [PR509098](#), [PR522929](#), [PR536732](#), [PR551655](#), [PR566745](#), [PR579837](#), [PR592165](#), [PR606392](#), [PR707480](#) ppc 01Jul19]

**14.1** Employees engaged in the classifications set out in clause 13—Classifications are entitled to the following minimum wages:

<b>Band</b>	<b>Level</b>	<b>Minimum weekly rate of pay</b> \$
One	1	941.10
	2	967.50
	3	1009.00
	4	1036.10
	5	1063.10
	6	1117.60
	7	1166.40
Two	8	1220.80
	9	1301.90
	10	1383.30
Three	11	1424.20
	12	1600.30
	13	1789.90

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

<b>Year</b>	<b>%</b>
First	60
Second	75
Third	90

## 15. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR992497](#), [PR998178](#), [PR509220](#), [PR523050](#), [PR536853](#), [PR551776](#), [PR566877](#), [PR579570](#), [PR592325](#), [PR606546](#), [PR704160](#), [PR707706](#)]

### 15.1 Reimbursement of expenses

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

### 15.2 Meal allowance

[15.2(a) varied by [PR998178](#), [PR509220](#), [PR523050](#), [PR536853](#), [PR551776](#), [PR566877](#), [PR579570](#), [PR592325](#), [PR606546](#), [PR704160](#), [PR707706](#) ppc 01Jul19]

- (a) If an employee's duty compels them to take more than one meal a day away from their home, any meal or meals in excess of one a day will (unless otherwise paid for or reimbursed by the employer) be paid for by the employer at the rate of \$19.92 for such meal.
- (b) For the purpose of this subclause, **meal** means breakfast, lunch or dinner.
- (c) For the purpose of this subclause, 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
- (d) 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.

### 15.3 Clothing

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

### 15.4 Transfer

- (a) An employer must reimburse the following transfer costs where the employer requires an employee permanently to perform their duties in a different city, town, district or State/Territory to the one in which they were previously located:
  - (i) reasonable travelling expenses for the employee and their family; and

- (ii) the transfer or storage of the employee's furniture and effects.
- (b) An employee who is temporarily transferred must be reimbursed all reasonable expenses for accommodation and travel.

### 15.5 Sub-editing procedures and allowance

[15.5 varied by [PR992497](#) from 20Jan10]

This subclause applies only to relevant employees employed by a country non-daily newspaper or a regional daily newspaper.

#### (a) Sub-editing procedures

Sub-editing procedures includes activating computer programs to:

- (i) prepare an electronic layout of the page or pages other than the assignment of advertisements; and/or
- (ii) 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.

#### (b) Sub-editing allowances

- (i) 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 as set out in clause 15.5(a).
- (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.
- (c) 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.
- (d) 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.

### 15.6 Air travel

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. This does not apply where the employer agrees to indemnify the employee against any invalidation of the employee's personal insurance policies.

### 15.7 Special risks

- (a) 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.
- (b) Where an employee is so requested, they will immediately inform the employer in writing of the risk of invalidation.
- (c) 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.

### 15.8 Special risks insurance

- (a) 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:
  - (i) any travel by air other than by a regular passenger carrying service; or
  - (ii) any duties performed in a war zone or a zone of warlike operations.
- (b) 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.

### 15.9 Spectacle allowance

[15.9(a) varied by [PR998178](#), [PR509220](#), [PR523050](#) ppc 01Jul12]

- (a) 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.

### 15.10 Use of office vehicles

An employee will, if required by their employer, 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.

### 15.11 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

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index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[15.11(b) varied by [PR523050](#) ppc 01Jul12]

- (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:

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

### 16. Higher duties

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

### 17. Payment of wages

[Varied by [PR610097](#)]

**17.1** An employer may pay an employee's wages on a weekly, fortnightly or monthly basis by cash, cheque or electronic transfer.

**17.2** An employer changing from a weekly or fortnightly pay cycle to a monthly pay cycle must provide at least two months' notice of the change to employees.

#### 17.3 Payment on termination of employment

[17.3 inserted by [PR610097](#) ppc 01Nov18]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

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

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

## 18. Superannuation

[Varied by [PR994458](#), [PR546044](#)]

### 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

[18.4 varied by [PR994458](#) from 01Jan10]

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;

[18.4(b) varied by [PR546044](#) ppc 01Jan14]

(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 scheme; or

[18.4(c) inserted by [PR546044](#) ppc 01Jan14]

(c) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Hours of Work and Related Matters

### 19. Ordinary hours of work

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

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

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

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

19.2 The arrangement for working the average of 38 hours per week at each workplace (or section of the workplace) will be agreed between the employer and the majority of employees affected. An employer and an individual employee may agree on an arrangement for working the average of 38 hours per week which differs from the arrangement that applies to the majority of employees (provided that the requirements of clauses 19.1, 19.5 and 19.8 are met).

19.3 Where agreement is reached under this clause:

- to move from a five day week to a four day week; or
- to move to a nine day fortnight; or
- to move to a 19 day month; or

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- to implement some other agreement that involves working fewer than five days per week on a consistent basis,

and

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

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

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

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

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

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

### **19.7 Calculation of time worked**

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

### **19.8 Days off**

- (a) Each employee will have at least two days off in every seven days in relation to the period over which 38 hours is averaged in accordance with clause 19.1. Employees who work under an arrangement where the 38 hours allow for more than two days off a week may bank up to five additional days off with the agreement of their employer.
- (b) An employer may require an employee to work on the employee's day off in case of an emergency or a shortage of staff through sickness or other cause which cannot reasonably be foreseen. In this case, the employer must give the employee as much notice as possible and will, within the same or the succeeding week, grant to such employee another day off in place of the original one.
- (c) Where an employee is given a day off duty, that day will commence at the expiration of 12 hours from the time the employee ceased duty.

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- (d) When an employee is given two or more consecutive days off duty, those consecutive days will commence at the expiration of eight hours from the time the employee ceased duty.
- (e) Employees who are not given their days off in accordance with this clause will be paid at the rate of double time for all work done on any such day or days with a minimum payment of four hours.

### 20. Breaks

[Varied by [PR992497](#)]

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

[20.2 varied by [PR992497](#) from 20Jan10]

- 20.2** Subject to clause 20.3, where an employee is permitted a break of one hour off duty for a meal, the employer will be entitled to deduct one hour from the total time worked. If the break permitted is less than one hour, no time will be deducted. Not more than one hour will be deducted in any one day.

[20.3 inserted by [PR992497](#) from 20Jan10]

- 20.3** Where an employee in a country non-daily newspaper is permitted a break of 30 minutes or more off duty for a meal, the employer will be entitled to deduct the time for the meal break from the total time worked. If the break is less than 30 minutes no time will be deducted. Not more than one and a half hours will be deducted in any one day.

### 21. Shiftwork and weekend penalties

[Varied by [PR992497](#)]

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

- 21.2** Subject to the provisions of this clause, an employee who is instructed by the employer to perform and performs ordinary hours on a shift, any part of which falls between the hours of 8.30 pm and 6.00 am, will be entitled to a penalty of, in the case of employees employed by a:

[21.2(a) substituted by [PR992497](#) from 20Jan10]

- (a) metropolitan daily newspaper, suburban newspaper, a magazine or a wire service—17.5%;
- (b) regional daily newspaper or a country non-daily newspaper—15%,  
of their minimum hourly rate for each hour of that shift.

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- 21.3** The additional rates provided in clauses 21.1 and 21.2 are not cumulative and, where any shift attracts both penalties, the higher percentage only will be paid.
- 21.4** Subject to the provisions of this clause, an employee who is rostered to perform and performs ordinary hours on a shift where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday will be paid an additional 10% of their ordinary rate for that shift. This subclause does not apply to employees employed in a country non-daily newspaper.
- 21.5** The respective additional payments prescribed in this clause will not exceed the amount calculated based on the rate for:
- (a) in the case of employees employed by a metropolitan daily newspaper or a magazine, wire service or regional daily newspaper—Level 8 employee;
  - (b) in the case of employees employed by a suburban newspaper—Level 3 employee; or
  - (c) in the case of any other employees—Level 6 employee.
- 21.6** The penalties prescribed in this clause are payable only in respect of ordinary hours of work and not when overtime is worked.

## 22. Overtime

[Varied by [PR992497](#); 22—Overtime and penalties renamed as Overtime by [PR607581](#) ppc 01Sep18]

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

[22.2 varied by [PR607581](#) ppc 01Sep18]

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

- 22.3** Daily overtime will be compensated for in the following manner:

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

[22.3(b) substituted by [PR607581](#) ppc 01Sep18]

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

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

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[22.3(c) deleted by [PR992497](#) from 20Jan10]

[22.3(d) to (g) renumbered as 22.3(c) to (f) by [PR992497](#) from 20Jan10; 22.3(c) substituted by [PR607581](#) ppc 01Sep18]

- (c) time off instead of overtime not taken within four months of the overtime being worked must be paid out in the next pay period following those four months, at the overtime rate applicable to the overtime when worked;
- (d) on termination of an employee's employment, all untaken time off instead of overtime will be paid out at overtime rates prescribed in clause 22.3(d), subject to the forfeiture for inadequate notice as provided for under clause 11.1 ;
- (e) where mutually agreed, overtime may be paid as it is worked at the rate of time and a half for the first two hours and double time thereafter; and
- (f) any time allowed off duty instead of overtime will be deemed to be ordinary rostered hours for the day or days on which the time off instead is taken.

[New 22.4 inserted by [PR607581](#) ppc 01Sep18]

**22.4** The employer must keep an accurate record of:

- (i) overtime worked and banked as time off in instead of overtime under clause 22.3(a)
- (ii) time taken off as time off instead of overtime under clause 22.3(b)
- (iii) time off instead of overtime that is paid out at overtime rates under clause 22.3(c); and
- (iv) time off instead of overtime that is paid out on termination of employment under clause 22.3(d).

[New 22.5 inserted by [PR607581](#) ppc 01Sep18]

**22.5** For the purposes of clause 22.4, the records relating to individual employees:

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

[22.4 renumbered as 22.6 by [PR607581](#) ppc 01Sep18]

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

**22.7 Insufficient break**

[22.5 renumbered 22.7 by [PR607581](#) ppc 01Sep18]

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

- (a) if the break is less than eight hours, overtime will be paid at the rate of double time for all work done before the expiration of 11 hours break;
- (b) if the break is eight hours or more, overtime will be paid at the rate of time and a half for all work done before the expiration of the 11 hour break;
- (c) time worked during any period of insufficient break will not be included in the calculation of weekly hours; and
- (d) in no circumstances will overtime involved in this subclause be compensated for more than once.

## 22.8 Distant engagements

[22.6 renumbered as 22.8 by [PR607581](#) ppc 01Sep18]

- (a) Notwithstanding the above, overtime for employees employed in a metropolitan newspaper, wire service or a magazine on a distant engagement will be governed by this subclause.
- (b) A distant engagement is an assignment requiring an employee to spend one or more nights away from the location where they are regularly employed (the place of origin), and on which the employee has at least six hours rest each night.
- (c) **Commencement and ceasing times for distant engagement**
  - (i) Except as provided in clause 22.8(c)(ii), a distant engagement begins from the time of departure on the assignment from the place of origin.
  - (ii) Where an employee is required to commence a distant engagement on a day on which the employee has commenced work but before the employee has completed eight hours of duty, the distant engagement will commence eight hours after the employee commenced work on that day, and the employee will be treated as having worked eight hours on that day in addition to any time worked that day on the distant engagement.
  - (iii) A distant engagement ends at whichever is the later of the time the employee returns to the place of origin, or if the employee performs work in connection with the distant engagement on the day the employee returns to the place of origin, and the time the employee ceases work on that day.
  - (iv) If an employee is required to resume work within 12 hours of completing a distant engagement, the employee will be paid overtime in accordance with clause 22.7.
- (d) **Calculation of ordinary hours of work, overtime, shift penalty payments and treatment of days off on a distant engagement**
  - (i) For the purpose of 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.

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- (ii) Time spent travelling on any day where travel is by means approved by the employer will be deemed hours of duty on that day for the purpose of this subclause. Each employee will be treated as working a minimum of nine hours on any day.
- (iii) Except as provided in clause 22.8(d)(iv), overtime will only occur where the hours of duty of an employee exceed 38 in seven consecutive days.
- (iv) Work performed without any travel for more than 11 hours (irrespective of any meal break) on any day will be overtime.
- (v) No time will be counted as overtime more than once.
- (vi) All overtime worked on a distant engagement will be either allowed as time off instead (at the rate of hour for hour), or paid at the rate of time and a half for the first eight hours and double time thereafter as determined by the employer.
- (vii) If an employee is called upon to resume duty within 12 hours of completion of a distant engagement, overtime will be paid at the rate of time and a half for all work done before the expiration of the 12 hour break.
- (viii) An employee on a distant engagement will be paid additional loadings in accordance with the provisions of clause 21—Shiftwork and weekend penalties.
- (ix) For the purposes of clause 22.8(d)(viii), ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of clause 22.8(c)(iv).
- (x) When an employee on a distant engagement is not given weekly days off duty to which an employee is entitled under clause 19.8, the employee will be given the days off within 14 days of the cessation of the distant engagement, in addition an employee will be given any day off to which they are entitled in that 14 day period with the days off to be continuous where the employee has been on a distant engagement for a week or more without being given any days off as provided for in clause 19.8.

## **23. Specialist publications**

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

### **23.2 Work in excess of 38 hours**

- (a) Where an employee, other than a casual employee, is required to work in excess of 38 hours in any week, the employee will be entitled to time off for a period which is the same as the periods of overtime worked.
- (b) This will be taken within six weeks of the end of the week in which the overtime was worked. The employer may determine when this time is taken off.

- (c) If for any reason, this time off is not taken, the employee will be paid for such overtime at the rate of time and one half for the first eight hours overtime and at the rate of double time for all overtime in excess of eight hours in any week.

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

## **23A. Requests for flexible working arrangements**

[23A inserted by [PR701470](#) ppc 01Dec18]

### **23A.1 Employee may request change in working arrangements**

Clause 23A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 23A is an addition to s.65.

### **23A.2 Responding to the request**

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

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

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

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

### **23A.3 What the written response must include if the employer refuses the request**

Clause 23A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 23A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (b) If the employer and employee could not agree on a change in working arrangements under clause 23A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

**23A.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 23A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**23A.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 23A, can be dealt with under clause 9—Dispute resolution.

## **Part 6—Leave and Public Holidays**

### **24. Annual leave**

[Varied by [PR992497](#), [PR583022](#)]

- 24.1** Annual leave is provided for in the NES.
- 24.2** Notwithstanding clause 24.1, employees required by their employer to work public holidays at ordinary hourly rates of pay who are:
  - (a) engaged by a metropolitan daily newspaper, wire service, regional daily newspaper, suburban newspaper or a magazine, will be credited each year with an extra two weeks and three days' annual leave; or
  - (b) engaged by a country non-daily newspaper will be credited each year with an extra two weeks' annual leave,

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

[24.3 varied by [PR992497](#) from 20Jan10]

- 24.3** Where an employee is credited an additional amount of annual leave in accordance with clause 24.2, if the employee is not required to work on a particular public holiday (apart from Good Friday and Christmas Day), the employer must notify the employee at least 14 days prior to the public holiday and that day will be deemed to be taken as an annual leave day.

[24.4 varied by [PR992497](#) from 20Jan10]

**24.4** Where an employee is credited an additional amount of annual leave in accordance with clause 24.2, 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 be paid double time rates for one day.

**24.5 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 base rate of pay prescribed in clause 14—Minimum wages.

**24.6 Requirement to take annual leave notwithstanding terms of the NES**

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

**24.7 Annual leave in advance**

[24.7 renamed and substituted by [PR583022](#) ppc 29Jul16]

- (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 24.7 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 24.7 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

**24.8 Annual close-down**

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

- (a) the employer gives not less than four weeks' notice of intention to do so;

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- (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.

### 24.9 Cashing out of annual leave

[24.9 inserted by [PR583022](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.9 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.9 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 24.9.

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 24.9.

Note 3: An example of the type of agreement required by clause 24.9 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

#### **24.10 Excessive leave accruals: general provision**

[24.10 inserted by [PR583022](#) ppc 29Jul16]

Note: Clauses 24.10 to 24.12 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 24.11 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.12 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### **24.11 Excessive leave accruals: direction by employer that leave be taken**

[24.11 inserted by [PR583022](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.10(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under 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 24.10, 24.11 or 24.12 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- (c) The employee must take paid annual leave in accordance with a direction under 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 24.11(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.

#### **24.12 Excessive leave accruals: request by employee for leave**

[24.12 inserted by [PR583022](#); substituted by [PR583022](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.10(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 24.11(a) that, when any other paid annual leave arrangements (whether made under clause 24.10, 24.11 or 24.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.10, 24.11 or 24.12 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## **25. Personal/carer's leave and compassionate leave**

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

## **26. Community service leave**

Community service leave is provided for in the NES.

## **27. Public holidays**

[Varied by [PR712255](#)]

**27.1** Public holidays are those specified in the NES

**27.2** This clause, other than clause 27.3, does not apply to any employee receiving additional annual leave in accordance with clause 24.2.

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

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

(b) If the employee is required to work on Good Friday or Christmas Day, they are entitled to an additional day off work in the fortnight in which that public holiday occurs. An employee and employer may agree to bank that additional day off to be taken at a later time.

**27.4** An employee required to work on a public holiday or a substitute day, as provided for in the NES or clause 27.5, will be provided with a day off instead or, if such a day off is not provided, paid double time and a half with a minimum payment of four hours.

### **27.5 Substitution of certain public holidays by agreement at the enterprise**

[27.5 substituted by [PR712255](#) ppc 04Oct19]

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

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

[Note inserted by [PR712255](#) ppc 04Oct19]

NOTE: For provisions relating to part-day public holidays see Schedule C—Part-day Public Holidays.

## **28. Leave to deal with Family and Domestic Violence**

[28 inserted by [PR609385](#) ppc 01Aug18]

**28.1** This clause applies to all employees, including casuals.

## 28.2 Definitions

(a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 28.2(a) includes a former spouse or de facto partner.

## 28.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

## 28.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

**28.5 Service and continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

**28.6 Notice and evidence requirements**

**(a) Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 28. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

**(b) Evidence**

An employee who has given their employer notice of the taking of leave under clause 28 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 28.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

**28.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 28.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 28 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

**28.8 Compliance**

An employee is not entitled to take leave under clause 28 unless the employee complies with clause 28.

## Schedule A—Transitional Provisions

[Varied by [PR991575](#), [PR503700](#)]

### A.1 General

**A.1.1** The provisions of this schedule deal with minimum obligations only.

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

**A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.7 Loadings and penalty rates – no existing loading or penalty rate**

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503700](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

**A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

**A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

**A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

**A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

**Schedule B—Translation Table**

[Varied by [PR991575](#)]

**B.1.1** The tables below set out the translation of grading under this award.

**B.1.2 Band 1**

<b>Award Level</b>	<b>Metropolitan Daily Newspaper/Wire Service/Magazines (other than specialist publications)</b>	<b>Regional Daily Newspaper</b>	<b>Country Non-daily Newspaper</b>	<b>Specialist Publications</b>	<b>Suburban Newspaper</b>
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	

**B.1.3 Band 2**

<b>Award Level</b>	<b>Metropolitan Daily Newspaper/Wire Service/Magazines (other than specialist publications)</b>	<b>Regional Daily Newspaper</b>	<b>Country Non-daily Newspaper</b>	<b>Specialist Publications</b>	<b>Suburban Newspaper</b>
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	

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**B.1.4 Band 3**

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

## Schedule C—Part-day Public Holidays

[Sched C inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712255](#), [PR715135](#)]

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

[C.1 varied by [PR715135](#) ppc 18Nov19]

**C.1** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[C.1(b) varied by [PR715135](#) ppc 18Nov19]

- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[C.1(c) substituted by [PR715135](#) ppc 18Nov19]

- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[C.1(d) varied by [PR715135](#) ppc 18Nov19]

- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[C.1(e) varied by [PR715135](#) ppc 18Nov19]

- (e) Excluding annualised salaried employees to whom clause C.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[C.1(f) varied by [PR715135](#) ppc 18Nov19]

- (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

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pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[C.1(g) varied by [PR715135](#) ppc 18Nov19]

- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause C.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.

[C.2 inserted by [PR712255](#) ppc 04Oct19]

- C.2** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

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

## Schedule D—Agreement to Take Annual Leave in Advance

[Sched D inserted by [PR583022](#) ppc 29Jul16]

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

[Sched E inserted by [PR583022](#) ppc 29Jul16]

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 X—Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR718141](#) ppc 08Apr20]

**X.1** Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.

**X.2** During the operation of Schedule X, the following provisions apply:

### **X.2.1 Unpaid pandemic leave**

- (a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
- (d) A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
- (e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

### **X.2.2 Annual leave at half pay**

- (a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
- (c) A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and

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- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.