



AM2014/203
Graphic Arts, Printing and Publishing Award 2010

Exposure Draft – Reply submissions

16 February 2015

Contents

| | |
|---|----|
| Introduction..... | 3 |
| Substantive claims in the Graphic Arts, Printing and Publishing Award 2010..... | 3 |
| Updating the competency schedule | 3 |
| Coverage of Daily Metropolitan Newspapers..... | 4 |
| Table 1 – Responses to the Commission’s exposure draft questions | 5 |
| Table 2 – Typographical errors identified in the exposure draft | 7 |
| Table 3 – Positions of other parties <i>supported</i> by the AMWU..... | 8 |
| Table 4 – Positions of other parties <i>opposed</i> by the AMWU | 9 |
| Table 5 – Positions not opposed, but where comment is made | 10 |
| Table 6 – Substantive claims opposed by the AMWU | 10 |
| Table 7 – Further amendments proposed by the AMWU..... | 12 |

Introduction

1. We refer to the statement issued by the Commission on 8 December 2014 in relation to the Group 2 award exposure drafts.
2. The submissions of the AMWU in relation to the exposure draft are presented in a series of tables based on topic, and ordered by the relevant clause numbers. The tables are as follows:
 - a) Table 1 – Responses to the Commission’s exposure draft questions
 - b) Table 2 – Typographical errors identified in the exposure draft
 - c) Table 3 – Positions of other parties **supported** by the AMWU
 - d) Table 4 – Positions of other parties **opposed** by the AMWU
 - e) Table 5 – Positions not opposed, but where comment is made
 - f) Table 6 – Substantive claims opposed by the AMWU
 - g) Table 7 – Further amendments proposed by the AMWU

Substantive claims in the Graphic Arts, Printing and Publishing Award 2010

3. As outlined in correspondence from the AMWU of 25 November, and 17 March 2014 (in the AM2014/1 proceedings). The AMWU seeks the following substantive claims, however, we propose to make further submissions on these as outlined below:

Updating the competency schedule

4. The AMWU seeks to update the competency schedule found at Schedule C of the current award, and Schedule B of the exposure draft, to reflect the most recent training package.
5. Since our previous correspondence, we have been informed that the Printing and Graphic Art Training Package for 2015 (ICP15), is close to being finalised and should be released by the end of February. Given this imminent release we have not prepared finalised draft determinations of the changes. However, generally the changes will seek to remove outdated competency units, amend any that have been renamed, and add new units where relevant. Overall though we expect this to be a fairly minor variation.
6. The AMWU will seek to engage with the other parties as soon as the new package becomes available.

Coverage of Daily Metropolitan Newspapers

7. While the AMWU did not address this issue in the correspondence of 25 November, it was addressed in correspondence to the commission dated 17 March 2014¹ in the initial proceedings over the Four Yearly Review.
8. Since the correspondence in March a decision has been handed down to modernise the News Ltd enterprise awards, however, other metropolitan newspapers that previously were covered by enterprise awards are now award free.
9. The AMWU at this stage will seek to consult with other parties with respect to varying the award to cover metropolitan newspapers and the inclusion of specific metropolitan newspaper safety-net terms and conditions. We will submit proposed variations shortly.

¹http://www.fwc.gov.au/documents/sites/awardsmodernfouryr/submissions/AM20141_corr_AMWU_170314.pdf

Table 1 – Responses to the Commission’s exposure draft questions

| Clause | Question | AMWU Response |
|---------------|---|---|
| 6.4 | Parties are asked to provide a list of provisions that do not apply to casual employees. | Do not support inclusion of clause 6.4 as provisions of the award are currently clear. |
| 10.6 | Should the reference to clause 10.3 in clause 10.6 be to clause 15.5(c) as per clause 5.1.2(e) of the <i>Graphic Arts - General - Award 2000</i> | Yes. The reference should be 10.5(c) |
| 15.1 | Parties are asked to consider whether clause 15.1 is obsolete. | 15.1 is not obsolete as many workplaces may not reclassified to an eight level structure. The date by which this is to be done may need to be revised |
| 18.3(a)(iv) | Parties are asked to clarify the interaction between clauses 18.3(a)(i) and (iv). Is an employee who works more than three hours without notice entitled to a meal allowance under both clauses? | No change is required. The interaction is clear that only one applies. |
| Part 4 | The hours of work clause has been re-drafted to reduce repetition. Parties are asked to review the draft clause and consider whether similar provisions (for example the ordinary hours provisions in clause 21.2(d)) could be standardised | Support existing provisions |
| 22.3 | Parties are asked to confirm that the penalty in clause 22.3 is “time and a half extra” i.e. 250% of their ordinary rate for time worked during a meal break. | The AMWU support existing wording “extra”, that is 250%. |
| 23 | Parties are asked to review this cause. Can ‘pause to acquire a refreshment’ be changed to ‘take a short paid rest break’? Clause 23.2 refers to other rest breaks but there is no other provision for rest breaks in the award. | Do not oppose change, as proposed wording is in plain English. Do not believe it would change substance of provision, as requirements at 23.1(a) – (e) are very clear. Additionally, previous awards have interpreted this entitlement differently, for instance by giving specific time periods, such as ten minutes in <i>The Regional Daily Newspapers (Printing) Award 2001</i> clause 6.4. |

| Clause | Question | AMWU Response |
|------------|--|--|
| Part 5 | This award uses the terms 'time and a half', 'double time' and 'double time and a half'. Parties are asked to consider whether these terms could be expressed as a percentage of the minimum hourly rate. | Support expression of time such as "time and a half". |
| 24.2 | Does this clause only apply to 'employees other than non-daily and regional daily newspaper offices'? The current award does not specify but non-daily newspaper offices and regional daily newspaper clauses have separate night shift provisions. | 24.2 does not apply to non-daily and regional daily. |
| 24.6 | Does this mean the employee will be paid for ordinary time plus an allowance of 4 hours work? If so, for an 8 hour shift this would equate to time and a half or 150%. Parties should make submissions as to whether the rate should be expressed as 150% or as an additional payment equal to 4 hours work. | Support existing wording. If changed should the rate should be double time rather than time and a half in accordance with the Regional Daily Award clause 6.2.4. |
| Schedule C | Note: Summary tables of hourly rates of pay for full-time, part-time and casual employees in this award including penalties and loadings have not been included as a schedule in this exposure draft. If parties think such tables would be useful, they can be prepared for consideration. | Do not oppose summary tables in principle, subject to reviewing the rates provided. |
| F.3.3 | Parties are asked to identify " <i>any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997</i> " that they consider should not be covered by this Schedule. | None that we are aware, though do not oppose clause being retained for consistency. |
| F.7 | Parties are asked to review the packages listed to ensure the lists are complete and up-to-date. | The AQF cert II and III are correct for the Printing and Graphic Arts package. |

Table 2 – Typographical errors identified in the exposure draft

| Clause | Text | Error |
|-----------------------------------|---|--|
| 5.4 | - | Missing “Part-time employment – Level 1” (see clause 8.4 of the current award) |
| 7.13(d) | Notwithstanding clauses 7.13(d) and (c) an apprentice... | Reference to “7.13(d)” should instead by “7.13(b)” |
| Tables at 10.2(a), 10.3, and 10.4 | - | Rates for “Minimum weekly rate \$” are incorrect and need to be recalculated |
| 16.1 | An employer may direct an employee to carry out duties that within the limits of the employee’s skill, competence and training provided that the duties are not designed to promote deskilling. | Insert “are” between “duties that” and “within the limits of” |
| 21.2(c)(iii) | Where agreement has been reached under clause 21.2(c)(ii) weekend penalty rates apply in accordance with clause 24 . | Reference to “clause 24” should be to “clause 24.5”. |
| 25.8(d) | The provisions of clause 25.7(a) will not apply where an agreement has been reached pursuant to clauses 21.2(c)(ii) to introduce a seven day shift operation. | Reference to 25.7(a) should be 25.8 |
| 27.2(b) | casual employee, at the hourly rate prescribed in clause 6.4(a) for day work. | Reference to 6.4(a) should be 6.4(b). |
| B.4 | The inclusion of particular competencies within Schedule D or the recognition of particular qualifications within the award, will not vary the coverage of the award beyond that set out in clause 3—Coverage. | Reference to “Schedule D” should be “Schedule B” |

Table 3 – Positions of other parties supported by the AMWU

| Clause | Party | Summary | AMWU Position |
|---------------|--------------|---|---|
| 6.6 | AiG | Casual conversion clause to be referred to the Casuals Common Issue Full Bench | Agree that the matter is best dealt with by the Full Bench, although we will advance separate arguments to AiG. |
| 10.4 | AiG | Retain words in parenthesis from existing clause 18.4 | Provides greater context and clarity. |
| 11.2(a) | AiG | Reinsert “competency based wage progression” | Agree. This reference helps understand the competency based progression percentages in the table |
| 24.5 | AiG | Remove “other than regional daily newspaper offices” from clause heading. | Agree. This is clear from the relevant section heading, and specific reference in this clause adds confusion. |
| 26.6 | AiG | Reinsert the word “such” at “rostered period off and <u>such</u> overtime work” | In this case “such” clarifies that the overtime work is that referred to earlier in the clause, |
| 27.1 | AiG | Reinsert the word “provided” at “ <u>provided</u> arrangements are made between the employer” | Retains current understanding of this clause, removes confusion. |
| 28.10 | BSA | Remove “proportionate” from heading | Support change, though suggest the heading could be reworded to “Payment of leave on termination of employment” |

Table 4 – Positions of other parties *opposed* by the AMWU

| Clause | Party | Summary | AMWU Position |
|---------------|--------------|---|--|
| 11.3(a) | BSA | Reference to clause D.1 should be Clause 9 | Disagree. The calculation of the allowances is now dealt with in D.1 |
| Schedule I | AiG | Delete “for all purposes” from definition of hourly rate | Disagree. This wording adds clarity. |
| 21.2(b) | AiG | Heading should be changed to “Altering spread of hours – day workers” | Disagree. The clause seems to draw on 31.2 which is for shift workers, as well as 30.2(ii) and (iii) which are for day workers. See also reference to this clause for shift workers at 5.5(a) in facilitative provisions. |
| 21.4 | AiG | Insert "employees other than in a newspaper office" | Opposed, as clause is currently clear from heading. |

Table 5 – Positions not opposed, but where comment is made

| Clause | Party | Summary | AMWU Position |
|---------------|--------------|---|--|
| 12.1 | AiG | Revert to words in 20.1 | Do not oppose, however, disagree with AiG’s interpretation of the clause as the current words refer only to “an employer” not “the same employer”. |
| 24.3(b) | AiG | Propose to revert to existing words in 30.5(c)(ii) | Do not oppose, however, new words seem clearer. Perhaps could change “all hours worked” to “all day work hours worked” |
| 25.3(c) | AiG | Reference to clause 21 should refer to clause 24 | No completely sure which of the new clauses should apply. |
| 21.5(b) | AiG | Revert to clause 30.7(b) | Prefer new wording as it is clearer, and easier to read. |
| 21 | FWC | Heading “Ordinary hours of work, rostering and special provisions for shift work employees” | Wording may be unclear as it could imply the entire clause is for shift work employees only. |

Table 6 – Substantive claims opposed by the AMWU

| Clause | Party | Summary | AMWU Position |
|---------------|--------------|---|---|
| 17 | BSA | Insert 2 hour minimum for higher duties allowance | Oppose change. No clear argument that provision is not working in practice. Could potentially lead to circumventing |

| Clause | Party | Summary | AMWU Position |
|---------------|--------------|--|--|
| | | | the classification structure of the award. |
| 6.4(d) | BSA | Remove clause | Oppose change. |
| 7.1 | AiG | Training allowance should not apply to trainees | Oppose change. |
| 28.5 | AiG | Payment on termination when by EFT should be in normal pay cycle | Oppose. Cost savings of EFT have largely accrued to employers, making a payment to employees outside normal pay cycle is not an onerous requirement. |

Table 7 – Further amendments proposed by the AMWU

| New Clause | Old Clause | Text | Position |
|-------------------|-------------------|--|---|
| 2 | 5 | | Existing NES provisions should be retained in line with decision [2014] FWCFB 9412 |
| 5.5(c) | 8.5 (c) | | Replace “Agreement” with “Such an agreement” at “Agreement under this clause binds...”. Makes the nature of agreement clearer and reflects existing wording |
| 5.6 (b) | 8.6 (b) | | Reinsert “such” at “binds all <u>such</u> employees” to emphasise it can be workers in part of an enterprise |
| 6.4(b)(iii) | - | The casual loading is paid instead of annual leave, paid personal/carers’ leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment. | Should be deleted in line with decision [2014] FWCFB 9412 |
| 8 | 14 | Abandonment of employment | Propose this clause be moved closer to clause 33 – termination of employment. Does not seem to fit with “type of employment” section? |
| Part 3 | Part 4 | Wages, Allowances and Classifications | Retain wording “minimum wages” in heading |
| 9.2 Table A | 17.3 Table A | - | Insert “minimum” into heading “casual hourly rate \$” |
| 21.7(e) | 30.9(e) | If an employee is required to change the employee’s working hours in the case of an emergency beyond the control of the employer without receiving | Wording in exposure draft is same as existing award. Current wording is either unclear or clumsy. Propose either: <ul style="list-style-type: none"> • “If an employer is required to change the employee’s working hours” • “If an employee is required to change |

| New Clause | Old Clause | Text | Position |
|------------|------------|---|--|
| | | | their working hours” |
| 11.2(b)(i) | 19.2(b) | From 1 January 2014 to 31 December 2014, the minimum first year rate will be 52.5% of the Level 5 rate; and | This reference can now be deleted as December 2014 has passed. Additionally can be removed from following table. |