

Graphic Arts, Printing and Publishing Award 2010

The above award was first made on 3 April 2009 [[PR986367](#)]

This consolidated version of the award includes variations made on 11 September 2009 [[PR988364](#)]; 31 March 2010 [[PR994528](#)]; 4 June 2010 [[PR997772](#)]; 21 June 2010 [[PR998033](#)]; 21 June 2010 [[PR997905](#)]; 29 June 2010 [[PR998748](#)]; 6 December 2010 [[PR503632](#)]; 20 June 2011 [[PR509057](#)]; 21 June 2011 [[PR509179](#)]; 21 June 2011 [[PR510670](#)]

NOTE: **Transitional provisions** may apply to certain clauses – see [clause 2](#) and [Schedule A](#)

To determine the transitional amount or loading, go to the version of this modern award in operation [prior to 1 July 2010](#) which does **not** include:

- (a) variations to minimum wages resulting from the Annual Wage Review 2009-10; or
- (b) variations in expense related allowances operative from 1 July 2010.

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Part 1—Application and Operation

1. Title

This award is the *Graphic Arts, Printing and Publishing Award 2010*.

2. Commencement and transitional

[Varied by [PR988364](#)]

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 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

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

2.6 Fair Work Australia 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 [PR994528](#), [PR997772](#), [PR503632](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994528](#) from 01Jan10]

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

adult means:

- an employee 21 years of age or over, other than an apprentice who has not completed their period of apprenticeship; or
- an employee who has completed their apprenticeship but is under 21 years of age; or
- a non-apprenticed junior under 21 years of age who is employed as a Keyboard operator/assembler

adult apprentice means a person 21 years of age or over at the time of entering into an indenture of apprenticeship provided for in clause 13—Apprentices

[Definition of **agreement-based transitional instrument** inserted by [PR994528](#) from 01Jan10]

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

award means the *Graphic Arts, Printing and Publishing Award 2010*

[Definition of **award-based transitional instrument** inserted by [PR994528](#) from 01Jan10]

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

[Definition of **Commission** deleted by [PR994528](#) from 01Jan10]

competency standards means the standards contained in training packages developed under the Australian Qualifications Framework relevant to the work covered by this award

day's work means work performed between the usual hours of commencing and finishing work on any day or shiftwork

[Definition of **Division 2B State award** inserted by [PR503632](#) ppc 01Jan11]

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

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[Definition of **Division 2B State employment agreement** inserted by [PR503632](#) 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)

[Definition of **employee** substituted by [PR994528](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994528](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994528](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994528](#) from 01Jan10]

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

[Definition of **enterprise NAPSA** deleted by [PR994528](#) from 01Jan10]

hourly rate means the weekly wage prescribed by this award for the work performed divided by the number of hours which constitute the employee's ordinary working week. In the event of an employee being employed on shiftwork the penalty payable for work at such hours will be part of the weekly wage of that employee.

[Definition of **NAPSA** deleted by [PR994528](#) from 01Jan10]

[Definition of **NES** substituted by [PR994528](#) from 01Jan10]

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

non-daily newspaper office includes every office in which a newspaper is printed and/or published on fewer than five days in a week and includes an office where, in addition to the printing and publishing of a newspaper, commercial printing is carried on

[Definition of **on-hire** inserted by [PR994528](#) 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

overlapping work means work performed in a newspaper office and such work may be arranged partly in the hours prescribed for day work and partly in the hours prescribed for night work

regional daily newspaper office includes every office in which a daily newspaper is printed and/or published on more than four days a week

Saturday means the time between midnight Friday and midnight Saturday

[Definition of **standard rate** varied by [PR994528](#) from 01Jan10]

standard rate means the minimum weekly or hourly wage rate for Level 5 in clause 17—Wage rates and classification structure

Sunday means the time between midnight Saturday and midnight Sunday

[Definition of **transitional minimum wage instrument** inserted by [PR994528](#) from 01Jan10]

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

3.2 Other definitions

(a) Classification definitions

art and/or designing (including commercial art) however described means the work of an employee employed in or in connection with designing, sketching, drawing, tracing, aerographing, keying, colouring photographs, retouching of bromides, reproducing, writing (including ticket writing) lettering, illustrating, commercial art, or in copying artwork or layouts, or in any way preparing art work or layouts manually or electronically for the use or prospective use within the industry as defined in this award

binder and finisher means a tradesperson who performs the general trade skills of binding and finishing

despatcher in the corrugated and solid fibreboard containers industry section means an employee in a finished goods despatch area whose duties include: receiving finished goods; assembling or collecting goods in store to satisfy orders, requisitions or schedules; checking goods before despatch for quantity type or size; and/or handing over goods to the person authorised to receive such goods (but not being the labouring aspects only of such functions). In addition they may be required to keep appropriate records. There will be at least one employee in each finished goods despatch area who is classified as a despatcher.

fork-lift and/or grab truck and/or similar powered vehicle operator excludes an operator of any vehicle where the operator is not required to ride on the vehicle in order to operate it

graphic pre-press tradesperson means a tradesperson who performs the general trade skills of graphic pre-press.

keyboard operator/assembler means an employee who performs limited functions of keyboard operating and/or assembly, who is neither a Graphic pre-press tradesperson nor an Artist/Designer (including Commercial artist) and who does not perform the general trade skills of a Graphic pre-press tradesperson

machinist means in the corrugated and solid fibreboard containers industry section without limiting the generality of that term, the person who, under the direction of the employer is in charge of and responsible for the safety of those under their control, the efficient operation, care and cleanliness of the equipment and its immediately surrounding areas, the behaviour of the crew (if any) and the setting up, maintenance of quality and output of the machine in accordance with the standards set by the employer

- **assistant machinist** means in the corrugated and solid fibreboard containers industry section the person who is appointed by the employer to be second in charge of the machine and to assist the Machinist in the performance of any of the duties of the Machinist as

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defined but who is not responsible for taking charge of the machine unless so directed by the employer

- **any other employee on that machine** means in the corrugated and solid fibreboard containers industry section any employee other than the Machinist or Assistant machinist who is assigned to the machine by the employer to perform work at the direction of the Machinist
- **single facer machinist** means in the corrugated and solid fibreboard containers industry section the person in charge of a single facer either operating in line with a double backer or as a separate unit, making single faced board

packer and/or despatcher means an employee engaged in the despatch of goods and whose duties include: receiving goods; assembling, packing or collecting goods to satisfy orders, requisitions or schedules; checking goods before despatch for quantity, type or size; and/or handing over goods to the person authorised to receive such goods (but not being the labouring aspects only of such functions). In addition they may be required to keep appropriate records. A packer and/or despatcher will not include an employee who merely takes goods and/or materials from a machine, table or conveyor and/or wraps those goods and/or places them in containers and/or cartons and/or other receptacles but does not despatch them.

printer-slotter means a machine used for printing, slotting, scoring and/or slitting and includes printing machines (not being printing attachments). A printer-slotter may have attachments for limited die cutting operations, for example, hand holes and ventilation holes.

printing attachment means a simple printing device incapable of printing on its own but which when attached to another machine can perform a limited printing function

printing machinist means a tradesperson who performs the general trade skills of printing machining

storeperson means an employee in a store whose duties include receiving and/or storing away and/or issuing goods and materials used in or in connection with the industry (not being the labouring aspects only of such functions). In addition they may be required to keep appropriate records.

(b) Graphic reproduction definitions

dot etching and retouching means any or all of the following group of operations: aerographing; tracing; stripping; opaquing; staging; dot reducing; retouching; colour correcting negatives and/or positives, and all functions incidental to these

lithography and lithographic without limiting the meaning of such words, means the lithographic processes known as photo-lithography, photo-lithographic, lithographic offset, photo offset, offset, lithography, offset printing, metalithography, metalography, planeography, chromolithography, and dry lithography

(c) **Printing definitions**

flexographic printing means a method of rotary letterpress printing which employs rubber or other types of flexible plates and rapid drying fluid inks

gravure printing means a process of printing, from a recessed surface, the opposite of letterpress printing in that the design areas are recessed into the plate instead of being in relief

letterpress printing means printing by direct or offset printing processes from electrotypes, stereotypes, photo-engraved blocks, type, or any other form of printing from a relief surface and includes printing by multigraph, writer press, roneotype, or similar machines printing from type, stereos, electros, zincos, photo-engraving or the like, but does not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper

lithographic printing means planographic printing by direct or offset printing processes from surfaces of stone, rubber, metal, or other material on paper, tin or other material, and includes printing by Multilith, Rotaprint, or any similar type of printing machine but does not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper

non-impact printing machines means:

- non-impact printing machines used in or in connection with the commercial printing industry but not including non-impact printing machines used solely for photocopying or facsimile transmission;
- non-impact printing machines which employ non-impact printing technology in applying images to paper and or other surfaces and includes (either singularly or in combination) but is not limited to lasography, inkjet and inkbubble, ion deposition, thermal transfer, xerography, magnetography, cathode ray tube projection, light emitting diode, and/or liquid crystal display; and
- non-impact printing machines called electronic printing machines or laser printing machines that use one or more of the above processes. Major manufacturers of this type of equipment include, but are not limited to Canon, Hewlett Packard, Siemens, Rank-Xerox and IBM.

screen printing means the process of printing or reproducing through a metallic mesh screen or a screen made of silk or other material, the preparation of copy including screen art and/or designing and/or the making therefore of all classes of stencils

small-offset lithographic printing machines means small-offset lithographic printing machines known by the trade names A.B. Dick, Gestelith, Hamada, MGD 22, Multilith, Romayor and Rotaprint (and any other similar kind of machine) having a sheet size the longest side of which is less than 620 millimetres (24-1/2 inches) with the shortest side not exceeding 450 millimetres (18 inches) and with the printing mechanism driven by a motor which is specified by the manufacturer as not exceeding 1.1 kilowatt power (1-1/2 horsepower). Provided that nothing herein will be construed to include

the printing machines known by the trade name Davidson Dualith or letterpress printing machines of any description.

stamping means and includes the making of an impression or impressions upon any surface by the use of a blocking die or blocking dies and using ink, foil (whether of metal or otherwise), or any other colouring medium on the surface upon which the impression is being or has been made

(d) Production definitions

embossing means the making of an impression or impressions upon any surface by the use of male and female dies, whether or not ink, foil (whether of metal or otherwise), or any other colouring medium is being or has been applied to the surface upon which the impression is being or has been made

graphic pre-press means image design and development, composition and graphic reproduction and all incidental processes

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

4. Coverage

[Varied by [PR988364](#), [PR994528](#)]

- 4.1** This industry and occupational award covers employers throughout Australia in the graphic arts, printing, publishing and associated industries and occupations and their employees in the classifications listed in clause 17—Wage rates and classification structure and Schedule B—Classification Definitions to the exclusion of any other modern award.

- 4.2** The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994528](#) from 01Jan10]

- 4.3** 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.

[New 4.4 inserted by [PR994528](#) from 01Jan10]

- 4.4** 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.

[New 4.5 inserted by [PR994528](#) from 01Jan10]

- 4.5** 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.

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[New 4.6 inserted by [PR994528](#) from 01Jan10]

- 4.6** This award covers any employer which supplies on-hire employees in classifications set out in clause 17 and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

[New 4.7 inserted by [PR994528](#) from 01Jan10]

- 4.7** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry, parts of industry and/or occupations set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.8 by [PR994528](#) 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.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that the employee are covered by another award with occupational coverage.

[4.5 renumbered as 4.9 by [PR994528](#) from 01Jan10]

- 4.9** **Graphic arts, printing, publishing and associated industries and occupations** means the following industries, parts of industries and occupations:

- (a) composing, reading, electrotyping, stereotyping, letterpress machining, lithographic machining, lithographing, screen printing, printing of all classes, slug-casting or type-casting machine attending and adjusting and/or repairing;
- (b) type-founding;
- (c) engraving, process engraving and/or photo engraving;
- (d) commercial and/or lithographic designing, writing and/or drawing;
- (e) publishing;
- (f) despatching which is incidental to the industries or parts of industries covered by the award;
- (g) book-binding, binding, paper ruling and/or paper cutting;
- (h) paper making, paper working, calico and/or paper bag making;
- (i) envelope making, stationery making and/or paper products working;
- (j) embossing;

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- (k) cardboard box making, carton making (including the making of any kind of boxes and/or containers of paper and/or cardboard used alone or in combination with any other material or materials);
- (l) mailing houses, including (without limiting the generality or ordinary meaning of the phrase) folding, paging, numbering, perforating, gathering, collating, inter-leaving, wrapping, sealing, addressing, mailing, despatching, stamping, inserting, security paper working, wire stapling, envelope working, direct mail systems working, addressograph work, paper products work and machine work in or in connection with enveloping, sealing, automatic/computer addressing and/or wrapping;
- (m) creation of designs, concepts or layouts used or intended to be used in the advertising or marketing of commodities or service or for other uses in or in connection with the industry of commercial and industrial art, the execution of finished art, that is, the preparation of individual components of finished art (including illustrations, borders, retouching of photographs, photographic reproportioning and lettering by hand or transfer) and the final assembly of these components (including the paste up of reproduction type, profiling illustrations, key line drawings etc);
- (n) production of non-daily and regional daily newspapers, which includes any business, trade, manufacture, undertaking, calling, service, employment, handicraft or industrial occupation in the printing and any kindred industries;
- (o) commercial and industrial art within the production described in clause 4.9(n);
- (p) the composing or imposition or assembly of matter which is to be printed and the transfer of images by use of cameras or scanners or transparency duplications to obtain a relief of planographic or intaglio formation for printing; and
- (q) plastics manufacturing or any of the processes of or incidental to the manufacturing of plastics or of goods manufactured therefrom or substitutes therefore but only to the extent that such manufacturing or processes are incidental to printing.

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. Award flexibility

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

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

- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Facilitative provisions

8.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or a section or sections of the workplace.
- (b) Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

8.2 The facilitative provisions are identified below. Such agreements may be between:

- (a) the employer and the employee; or
- (b) the employer and a majority of employees at the workplace.

8.3 Levels of facilitative provisions

Each award clause which can be altered at the workplace has a level of facilitation (1–3) attached to it. Set out below are the three levels of facilitation:

- (a) **Level 1**
 - (i) An employee or employees and the employer agree on the application of an award clause.
 - (ii) Where agreement is reached, the agreement must be kept by the employer as a time and wages record.
- (b) **Level 2**
 - (i) An employee or employees and the employer agree on the application of an award clause. The employee(s) may request the assistance of a union

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or other representative and such representative must be given a reasonable opportunity to participate in the discussions leading up to any agreement. A representative's involvement in this process does not mean that the consent of the representative is required prior to the introduction of agreed facilitative arrangements at the enterprise.

- (ii) Where agreement is reached, the agreement must be kept by the employer as a time and wages record.

(c) Level 3

- (i) Where a union has members employed at an enterprise covered by the award the union/s must be informed by the employer of the intention to use the facilitative provision and must be given a reasonable opportunity to participate in the negotiations. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.
- (ii) An employee may request to be represented by any other representative who must be given a reasonable opportunity to participate in the negotiations.
- (iii) Where agreement is reached, the agreement must be kept by the employer as a time and wages record.

8.4 Level 1—facilitation by individual agreement

The following facilitative provisions can be utilised by agreement between an employer and an individual employee:

| Clause number | Provision |
|---------------|--|
| 12.3 | Part-time employment – Level 1 |
| 30.8 | Make-up time – Level 1 |
| 33.9 | Time off instead of payment for overtime – Level 1 |

8.5 Level 2—facilitation by majority or individual agreement

- (a) The following facilitative provisions can be utilised by agreement between the employer and the majority of employees in the workplace, or a section or sections of it, or an employer and an individual employee:

| Clause number | Provision |
|-----------------------|---|
| 30.2(a)(ii) and (iii) | Altering the spread of hours—day work (process set out in clause) – Level 2 |
| 31.2 | Altering of span of hours—shiftworker (process set out in clause) – Level 2 |

- (b) Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of the workplace to implement a facilitative provision in clause 8.5(a), the employer must not implement that agreement unless:

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- (i) agreement is also reached between the employer and each individual employee to be covered by the facilitative provision; and
 - (ii) the agreement reached is kept by the employer as a time and wages record.
- (c) Where no agreement has been reached by the employer with the majority of employees in accordance with clause 8.5(b), the employer may reach agreement with individual employees in the workplace or a section or sections of the workplace and such agreement binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of the workplace.

8.6 Level 3—facilitation by majority agreement

- (a) The following facilitative provisions can be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of the workplace:

| Clause number | Provision |
|---------------|-----------|
|---------------|-----------|

Day work

| | |
|--------------|---|
| 30.2(b)(iii) | Hours in excess of 8.75 up to 10 hours – Level 1 |
| 30.2(b)(iv) | Hours in excess of 10 and less than 12 – Level 3 |
| 30.2(b)(iv) | 12 ordinary hours – Level 3 (also subject to 30.7(f)) |
| 30.2(c) | Length of work cycle – Level 2 |
| 30.2(d)(i) | Ordinary hours worked on Saturday and/or Sunday – Level 3 |

Other than continuous shiftworkers other than in a newspaper office

| | |
|--------------|---|
| 30.3(a)(iii) | Hours in excess of 8.75 up to 10 hours – Level 1 |
| 30.3(a)(iv) | Hours in excess of 10 and less than 12 – Level 3 |
| 30.3(a)(iv) | 12 ordinary hours – Level 3 (also subject to 30.7(f)) |
| 30.3(b) | Length of work cycle – Level 2 |
| 30.3(d)(i) | Ordinary hours worked on Saturday and/or Sunday – Level 3 |

Continuous shiftwork employees other than in a newspaper office

| | |
|--------------|---|
| 30.4(b)(iii) | Hours in excess of 8 up to 10 hours – Level 1 |
| 30.4(b)(iv) | Hours in excess of 10 and less than 12 – Level 3 |
| 30.4(b)(iv) | 12 ordinary hours – Level 3 (also subject to 30.7(f)) |
| 30.4(c) | Length of work cycle – Level 2 |
| 30.4(f)(i) | Ordinary hours worked on Saturday and/or Sunday – Level 3 |

Clause number Provision

Non-daily newspaper office

- 30.5(a)(iii) Hours in excess of 8.75 up to 10 hours – Level 1
- 30.5(a)(iv) Hours in excess of 10 and less than 12 – Level 3
- 30.5(a)(iv) 12 ordinary hours – Level 3 (also subject to 30.7(f))
- 30.5(b) Length of work cycle – Level 2
- 30.5(e)(i) Ordinary hours worked on Saturday and/or Sunday – Level 3

Regional daily newspaper office

- 30.6(b) Length of work cycle – Level 2

- (b) Where agreement is reached with the majority of employees in the workplace or a section or sections of the workplace to implement a facilitative provision in clause 8.6(a), that agreement binds all such employees provided the agreement reached is kept by the employer as a time and wages record.

9. Consultation regarding major workplace change

9.1 Employer to notify

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

9.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed,

the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

10. Dispute resolution

[Varied by [PR994528](#)]

10.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[10.2 varied by [PR994528](#) from 01Jan10]

10.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

[10.3 varied by [PR994528](#) from 01Jan10]

10.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

[10.4 varied by [PR994528](#) from 01Jan10]

10.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

10.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

11. Dispute resolution procedure training leave

11.1 Subject to the provisions of this clause a union delegate or duly elected employee representative will be entitled to up to five days' training leave with pay each calendar year, non-cumulative, to receive training directed at the enhancement of the operation of dispute settling procedures.

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- 11.2** The amount of training leave an employer may be requested to approve per 12 month period will depend on the number of weekly employees employed and will be in accordance with the following table:

| Number of employees | Number of delegates or duly elected employee representatives |
|----------------------------|---|
| 1–10 | 1 (3 days training leave) |
| 11–20 | 1 (5 days training leave) |
| 21–30 | 2 (5 days training leave each) |
| 31–50 | 3 (5 days training leave each) |
| 51–90 | 4 (5 days training leave each) |
| more than 90 | 5 (5 days training leave each) |

- 11.3** Training leave will be granted upon an application in writing to the employer requesting such leave. The application to the employer must include the nature, content and duration of the course to be attended.
- 11.4** The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements among current employees during the period of the leave. However an employer must not use this subclause to avoid an obligation under this clause.
- 11.5** An employee must provide at least four weeks' notice of intention to take training leave, unless the employer agrees to a lesser period of notice.
- 11.6** While on training leave, the employee will be paid all ordinary time earnings. For the purposes of this subclause ordinary time earnings means the wage rate for the classification, over award payment and shift loading which otherwise would be payable.
- 11.7** Training leave granted under this clause will count as service for all purposes of this award.
- 11.8** All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided for in this clause will be the responsibility of the employee or the union.
- 11.9** Only employees who have completed six months' continuous service with their current employer will be eligible for such leave.

Part 3—Types of Employment and Termination of Employment

12. Employment categories

- 12.1** Employees must be engaged on a full-time, part-time, or casual basis.

12.2 Full-time employment

A full-time employee is a weekly employee whose ordinary hours of work must not exceed an average of 38 hours per week. An employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in this award.

12.3 Part-time employment

(a) Definition

A part-time employee is a weekly employee who:

- (i) works less than full-time hours; and
- (ii) works not less than two hours if an inserter in a newspaper office; or
- (iii) works not less than three hours if a publishing employee in a newspaper office; or
- (iv) works not less than four consecutive hours per day or shift; and
- (v) receives pro rata pay and conditions of a full-time employee who does the same kind of work.

(b) Agreement

- (i) At the time of the engagement, the employee and the employer must agree:
 - (A) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - (B) on the classification applying to the work to be performed in accordance with clause 17—Wage rates and classification structure.
- (ii) The terms of this agreement may be varied by consent. The terms of this agreement or any variation must be in writing and retained by the employer. The employer must provide a copy of the agreement and any variation to it to the employee.

(c) Overtime

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with clause 12.3(b)(i)(A) must be paid overtime in accordance with clause 33—Overtime and penalty rates.

(d) Public holidays

Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES or in this award and the employer does not require work to be performed by the employee, such employee must not lose pay for the day. Where the employee works on the holiday, the employee will be paid in accordance with clause 41—Public holidays.

12.4 Casual employment

- (a) A casual employee is one engaged and paid as such. A casual employee working ordinary time must be paid the hourly rate prescribed in clause 17— Wage rates and classification structure for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all-purpose rate.
- (b) On each occasion a casual employee is required to attend work the employee must:
 - (i) if engaged in the publishing department as a publishing employee, be paid for a minimum of three hours' work;
 - (ii) if engaged in the publishing department of a newspaper on collating and inserting, be paid for a minimum of two hours work; or
 - (iii) if engaged on any other work be paid for a minimum of four hours work.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements under the NES concerning carer's leave and/or compassionate leave for a casual employee. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12.5 Casual conversion to full-time or part-time employment

- (a) A casual employee, other than an **irregular casual employee**, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the six months.
- (b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 12.5 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 12.5 if the employer fails to comply with clause 12.5(b).
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 12.5(a), on receiving notice under clause 12.5(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with

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clause 12.5(d), the employer and employee must, subject to clause 12.5(d), discuss and agree on:

- (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12.3.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 12.5(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) For the purposes of clause 12.5, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

12.6 An employee must not be engaged and re-engaged to avoid any obligation under this award.

13. Apprentices

13.1 The terms of this award will apply to apprentices, including adult apprentices, except where otherwise stated or where special provisions apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an apprenticeship authority.

13.2 Subject to appropriate State or Territory legislation an employer must not employ an unapprenticed junior in a trade or occupation provided for in this clause.

13.3 Training packages and trades

- (a) Where it is consistent with State or Territory legislation, an apprentice may be engaged under a training agreement approved by an apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeships in the trade training package determined from time to time by the National Printing Industry Training Council and endorsed by the National Training Framework Committee.

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(b) Subject to clause 13.1 an apprenticeship may be undertaken in any of the following trades:

- Graphic pre-press;
- Printing machining;
- Binding and finishing; or
- Screen printing stencil preparation.

13.4 For the purposes of clause 13, **apprenticeship authority** means a State or Territory training authority with responsibility for the apprenticeship.

13.5 In order to undertake trade training in accordance with clause 13.3 a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State or Territory legislation. The employer will provide, and/or provide access to, training consistent with the contract or training agreement without loss of pay.

13.6 An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State or Territory legislation and the apprenticeship authority.

13.7 The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State or Territory legislation but will not exceed six months.

13.8 Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory conduct will be reimbursed all fees paid by them.

13.9 Except as provided in this clause or where otherwise stated all conditions of employment specified in the award will apply to apprentices. Notice of termination and redundancy provisions will not apply to apprentices.

13.10 Period of apprenticeship

- (a) The period of apprenticeship will be four years.
- (b) The period may be varied to such other period as is approved by an apprenticeship authority provided that any credits granted will be counted as part of the apprenticeship for the purpose of wage progression under clause 17—Wage rates and classification structure.
- (c) Further the period may be varied to such other period as is approved by an apprenticeship authority on the basis of:
- (i) an approved competency based training program; or
 - (ii) an approved graphic arts pre-vocational course.

13.11 Release for training

- (a) An apprentice who is engaged in day release training may only be employed on day work.
- (b) An apprentice who is engaged on block release training may only be employed on day work except where an apprentice is engaged on block release training and has completed three years' block release training and three years of the apprenticeship, when the apprentice may be employed on day work or shiftwork.
- (c) Notwithstanding clauses 13.11(a) and (b) an apprentice who is engaged on block release training and who is aged 18 years or more may agree to be employed on morning or afternoon shift except during periods of attendance on block release training.

13.12 Apprentice rates of pay

- (a) An apprentice will not be entitled to a higher rate of pay until the apprentice has worked for a period of 12 months.
- (b) Absences due to annual leave and paid personal leave/compassionate leave will be counted as part of the 12 month period.
- (c) At the request of the apprentice any time that has been worked by the apprentice in excess of their ordinary hours will be credited to the apprentice:
 - (i) in reduction of the time that needs to be worked in the relevant year; or
 - (ii) when calculating the amount of additional time that needs to be worked in the relevant year.
- (d) The period of the apprenticeship cannot be reduced by the operation of clause 13.13.

13.13 Operation of State or Territory laws

In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute or regulation will operate in that State or Territory provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.

14. Abandonment of employment

- 14.1** The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer may be evidence that the employee has abandoned their employment.
- 14.2** If within a period of 14 days from the last attendance at work or date of the last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of their employer that the employee was absent for a reasonable cause, the employee is deemed to have abandoned their employment.

- 14.3** Termination of employment by abandonment in accordance with this clause will operate as from the date of the last attendance at work, or the last day's absence for which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is later.

15. Termination of employment

- 15.1** Notice of termination is provided for in the NES.

15.2 Notice of termination by an employee

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

15.3 Job search entitlement

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

16. Redundancy

[Varied by [PR994528](#), [PR503632](#)]

- 16.1** Redundancy pay is provided for in the NES.

16.2 Transfer to lower paid duties

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

16.3 Employee leaving during notice period

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

16.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 15.3.

16.5 Transitional provisions – NAPSA employee

[16.5 renamed by [PR503632](#) ppc 01Jan11]

- (a) Subject to clause 16.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

[16.5(a)(i) substituted by [PR994528](#) from 01Jan10]

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

[16.5(b) substituted by [PR994528](#) from 01Jan10]

- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) Clause 16.5 does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 16.5 ceases to operate on 31 December 2014.

16.6 Transitional provisions – Division 2B State employees

[16.6 inserted by [PR503632](#) ppc 01Jan11]

- (a) Subject to clause 16.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and

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- (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 16.6 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

[Varied by [PR997905](#)]

17. Wage rates and classification structure

[Varied by [PR988364](#), [PR509057](#)]

17.1 Adult employees must be paid the minimum wages set out in Table A.

17.2 The classifications set out in Table A will be read in conjunction with clause 17—Wage rates and classification structure, clause 23—Classification and reclassification of employees and Schedule C—Competencies.

17.3 Table A

[17.3 varied by [PR997905](#), [PR509057](#) ppc 01Jul11]

| Employee classification Level | Minimum weekly wage rate | Minimum hourly wage rate | Alignment to qualification from the Printing and Graphic Arts Training Package | Equivalent points range for the Level |
|--------------------------------------|---------------------------------|---------------------------------|---|--|
| | \$ | \$ | | |
| Level 1 | 589.30 | 15.51 | | Entry Level |
| Level 2 | 606.40 | 15.96 | | 6 |
| Level 3 | 629.70 | 16.57 | | 18 |
| Level 4 | 651.30 | 17.14 | Certificate II | 28 |
| Level 5 | 686.20 | 18.06 | Trade Certificate/ Certificate III | 41 (including at least 5 units of 3 or more points) |
| Level 6 | 707.80 | 18.63 | | 51 (including at least 5 units of 3 or more and 2 units of 4 or more points) |

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| Employee classification Level | Minimum weekly wage rate | Minimum hourly wage rate | Alignment to qualification from the Printing and Graphic Arts Training Package | Equivalent points range for the Level |
|--------------------------------------|---------------------------------|---------------------------------|---|--|
| Level 7 | 729.30 | 19.19 | | 61 (including at least 5 units of 3 or more points and 4 or more points) |
| Level 8 | 748.80 | 19.71 | Certificate IV (except as set out in clause 17.4) | 71 (including at least 6 units of 4 or more points) |

17.4 The following qualifications are excluded from clauses 17.3 and 23.6:

- (a) ICP40704—Certificate IV in Printing and Graphic Arts (Management Sales); and
- (b) ICP40804—Certificate IV in Printing and Graphic Arts (Process Leadership).

18. Junior wages

18.1 Junior keyboard operator/assembler

The minimum wage rate payable to a junior employed as a keyboard operator/assembler will be the award rate of wage rate classification prescribed for level 4 for the area in which they are employed.

18.2 Junior artist and/or designer (including junior commercial artist)

(a) Wages

Where work is performed by a junior artist and/or designer (including a junior commercial artist), the minimum wage rate will be the percentage set out below of the wage prescribed for classification level 4 of this award:

| Age | % |
|-------------------------|----------|
| under 17 years | 37.5 |
| between 17 and 18 years | 47.5 |
| between 18 and 19 years | 60.0 |
| between 19 and 20 years | 72.5 |
| between 20 and 21 years | 87.5 |

(b) Attendance at accredited training provider

On the production by the junior artist of a certificate from the accredited training provider, showing that the junior artist has given satisfactory attention to the course, there will be no deduction from the junior artist's pay for the time of absence.

(c) Fees

The fees of the training provider must be paid by the employer (unless paid by the State or Territory government).

18.3 Juniors employed in a regional daily newspaper office other than inserters not being an apprentice/trainee

Where work is performed by a junior employed in a regional daily newspaper office other than inserters not being an apprentice/trainee, the minimum wage rate will be the percentage set out below of the wage prescribed for classification level 3 of this award:

| Age | % |
|-------------------------|----------|
| under 16 years | 30 |
| between 16 and 17 years | 40 |
| between 17 and 18 years | 50 |
| between 18 and 19 years | 60 |
| between 19 and 20 years | 75 |
| between 20 and 21 years | 90 |

18.4 Other juniors not being an apprentice/trainee

Where work is performed by a junior (other than a junior artist and/or designer or a junior keyboard operator/assembler or a junior employed in a regional daily newspaper office other than inserters) not being an apprentice/trainee, the minimum wage rate will be the percentage set out below of the wage prescribed for classification level 2 of this award:

| Age | % |
|-------------------------|----------|
| under 16 years | 30 |
| between 16 and 17 years | 40 |
| between 17 and 18 years | 50 |
| between 18 and 19 years | 60 |
| between 19 and 20 years | 75 |
| between 20 and 21 years | 90 |

18.5 Duties of juniors under specified conditions

- (a)** No junior under the age of 18 years, unless an apprentice, will be employed on a casting machine.
- (b)** An employer must not permit or require an employee under the age of 18 years to be employed on a power driven guillotine (unless an apprentice as provided for in clause 13—Apprentices of this award) or a platen or cylinder machine used for carton cutting.
- (c)** Juniors undergoing training in their work must be provided with qualified adult supervision.

18.6 Juniors employed in screen printing

Subject to clause 18.3, where the dimensions of a piece of printed matter:

- (a) exceed 300 millimetres by 600 millimetres (12 inches by 24 inches), an adult employee or an apprentice to screen printing stencil preparation must be employed on the same printing frame as any non-apprenticed junior on the printing (including racking) of such printed matter; or
- (b) do not exceed 300 millimetres by 600 millimetres (12 inches by 24 inches), a non-apprenticed junior may be employed alone in the printing (including racking) of such printed matter.

18.7 A non-apprenticed junior must not be employed in or in connection with the work of transfers other than racking.

18.8 Juniors employed on small-offset lithographic printing machines

Juniors employed on small-offset printing machines will be supervised by a qualified adult.

19. Wages of apprentices (other than adult apprentices)

[Varied by [PR988364](#), [PR994528](#)]

19.1 Where work is performed by an apprentice (other than an adult apprentice), the minimum wage rate will be the percentage set out below of the wage prescribed for classification level 5 of this award:

| | % |
|-------------|------|
| First year | 47.5 |
| Second year | 60.0 |
| Third year | 72.5 |
| Fourth year | 87.5 |

19.2 Proficiency payments

[19.2 substituted by [PR994528](#) from 01Jan10]

- (a) If the apprentice attains a standard approved by a State or Territory accredited training provider, the apprentice must receive, in addition to the prescribed weekly wage, a weekly amount calculated on the following percentages of the appropriate rate prescribed for classification level 5 in clause 17—Wage rates and classification structure:
 - (i) for the course requirement passed at that standard—0.86%;
 - (ii) for the second course requirement passed at that standard, instead of the percentage prescribed in clause 19.2(a)(i)—1.72%; or
 - (iii) for the third course requirement passed at that standard, instead of the percentage prescribed in clause 19.2(a)(ii)—2.58%.

- (b) The apprentice will receive such additional amount on and from the beginning of the first pay period commencing in January following the completion of course requirements. Where an apprentice is unable to complete course requirements because of personal illness or injury and then satisfactorily completes course requirements, the relevant additional amount will be payable to the apprentice on and from the first pay day after the date on which the results are published.
- (c) Where State or Territory vocational training legislation provides for proficiency payments to be paid to an apprentice then those provisions will apply in substitution for the amounts in clause 19.2.
- (d) Proficiency payments are not payable to adult apprentices.

19.3 School-based apprentices

See Schedule D

20. Adult apprentices

20.1 Where a person was employed by an employer in the printing industry immediately before becoming an adult apprentice with that employer, such person must not suffer a reduction in actual rate of pay by virtue of becoming an adult apprentice.

20.2 Subject to clause 20.1 where work is performed by an adult apprentice, including the wages of probationers for apprenticeship, the minimum wage rate will be the percentage set out below of the wage prescribed for classification level 5 of this award:

| | % |
|-------------|-----|
| First year | 82 |
| Second year | 87 |
| Third year | 92 |
| Fourth year | 100 |

20.3 When an apprenticeship authority in accordance with the requirements of State or Territory legislation determined that an adult apprentice has gained sufficient theoretical and practical knowledge that the apprentice will be deemed, for the purposes of calculating the appropriate wage rate, to have completed the period advanced.

20.4 An adult apprentice who is engaged on day release training may only be employed on day work during their periods of attendance at day release.

20.5 An adult apprentice who is engaged on block release training may be employed on day work or shiftwork.

20.6 An adult apprentice must not be paid less than the minimum wage for a level 1 employee in clause 17.1.

21. National training wage

[Varied by [PR988364](#)]

See Schedule E

22. Supported wage system

[Varied by [PR988364](#)]

See Schedule F

23. Classification and reclassification of employees

[Varied by [PR988364](#), [PR994528](#)]

23.1 Reclassification to an eight level classification structure

Employees who were engaged prior to 1 January 2010 in a classification structure other than an eight level classification structure will be reclassified according to the requirements of the eight level classification structure by 30 June 2010. Those employees in receipt of a leading hand allowance, prior to 1 January 2010, will retain such allowance until reclassified to a level containing commensurate supervisory duties i.e. level 6.

23.2 Consultation

Parties at each plant or enterprise will undertake appropriate consultation in accordance with clause 9—Consultation regarding major workplace change regarding the classification structure.

23.3 Classification of employees with a formal Australian Qualification Framework (AQF) qualification

- (a) Where employees have completed a qualification recognised in the Printing and Graphic Arts Training Package and in Table A of clause 17—Wage rates and classification structure, and are using the skills and knowledge gained from that qualification in accordance with the needs of the enterprise, then they must, as a minimum be classified at the level specified in Table A of clause 17.
- (b) This also applies to a qualification which has been recognised by an Industry Skills Council or a Federal or State Training Authority which is equivalent to a qualification recognised in the Printing and Graphic Arts Training Package and in Table A of clause 17.

[23.3(c) inserted by [PR994528](#) from 01Jan10]

- (c) Employees will transfer into the classification structure on the basis of the alignment of classifications to qualifications as outlined in Table A of clause 17.

[23.3(c) renumbered as 23.3(d) [PR994528](#) from 01Jan10]

- (d) Employees can receive a qualification through recognition of prior learning and/or overseas qualifications where that prior learning and/or overseas qualification is recognised by an Industry Skills Council or a Federal or State Training Authority as being equivalent to a qualification in the Printing and Graphic Arts Training Package and in Table A of clause 17.

[23.3(d) renumbered as (e) [PR994528](#) from 01Jan10]

- (e) Provided that should there be any dispute or disagreement in relation to classification or reclassification beyond the alignment of classifications to qualifications as set out in Table A of clause 17, the points system at clause 23.6 will be used.

23.4 Classification of employees without a formal AQF qualification

- (a) Subject to this clause, employees will be classified, as determined by the employer, on the following basis:
 - (i) that they meet the requirements of the classification definitions in Schedule B—Classification Definitions; or
 - (ii) that they meet the points requirements set out in Table A of clause 17—Wage rates and classification structure and Schedule C—Competencies.
- (b) Should there be any disagreement in relation to classification or reclassification, the method in clause 23.4(a)(ii) will be used in accordance with clause 23.6.
- (c) Only skills and knowledge which are being used in accordance with the needs of the enterprise will be taken into account for classification purposes.

23.5 Consultation prior to using the points system in cases of disagreement

In circumstances where an employee disagrees with:

- (a) the employer using the classification definitions in Schedule B—Classification Definitions to determine their classification; or
- (b) the classification level assigned to them by the employer using the classification definitions in Schedule B—Classification Definitions:

the employee and the employer must immediately consult with each other. The employee may appoint another person to assist them to consult with the employer.

23.6 Using the points system to determine an employee's classification

- (a) The points assessment for an employee's job is based on selection competencies that reflect job requirements from the list appearing in Schedule B—Classification Definitions. The competencies have been assigned a points rating from 1–5 points, with 1 being a basic unit and 5 being assigned to units requiring a high level of skill.

The competencies and the 1–5 points ratings are based on the following general guidelines:

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- 1 point graded competencies are skills needed to function in the workplace;
 - 2 points graded competencies are basic production skills;
 - 3 points graded competencies are basic trade level or equivalent skills;
 - 4 points graded competencies are advanced trade level skills; and
 - 5 points graded competencies are post trade, technical and/or supervisory skills.
- (b) An employee's classification level is determined by adding together the points allocated to each competency selected for the employee's job. The total number of points determines into which classification level in Table A of clause 17—Wage rates and classification structure, the employee's job is classified.
- (c) In addition to clause 23.6(a) above, where an employer requires additional competencies to reflect job requirements, up to two additional competency units may be selected, by agreement, from another nationally endorsed Training Package, subject to the following:
- (i) the unit(s) selected must be equivalent to a 3 points graded competency or higher; and
 - (ii) the recognition of additional points will not be an award requirement. It will only occur where the employer and the employee agree to such recognition.

23.7 Dealing with classification disputes

The competencies set out in Schedule C—Competencies are aligned to the units of competency in the Printing and Graphic Arts Training Package (ICP05). In the event of a dispute over the meaning of the competencies, the relevant competency standard from ICP05 will be used for interpretation.

24. Higher duties

Where duties performed under clause 17—Wage rates and classification structure attract different wage rates, the employee must be paid for the day at the highest rate for the work performed.

25. Allowances

[Varied by [PR994528](#), [PR998033](#), [PR509179](#)]

25.1 All-purpose allowances

The following allowances apply for all-purposes of this award:

(a) Visual display terminal allowance

An allowance of 5% of the standard weekly rate per week is payable to an employee employed in a non-daily newspaper office or regional daily

newspaper office who operates a visual display terminal. To be paid the allowance, an employee will be trained and/or have been engaged on a visual display terminal in production on a fully integrated online front end system for advertising and/or editorial input. Apprentices will only be paid the allowance from the commencement of the third year of apprenticeship where the apprentice is engaged in production.

(b) Inserting allowance

Employees in a newspaper office engaged in manual inserting work and classified at classification level 2 will be paid an allowance equal to 3% of the standard weekly rate per week.

25.2 Other allowances

(a) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or a similar body must be paid 2.03% of the standard weekly rate per week if appointed by their employer to perform first aid duty.

(b) Meal allowance

[25.2(b) varied by [PR998033](#), [PR509179](#) ppc 01Jul11]

A meal allowance of \$12.65 is payable on each occasion where:

- (i)** an employee or an adult apprentice (other than a junior or an apprentice) is required to work overtime for more than one and a half hours without being notified on the previous day or earlier that the employee will be so required to work;
- (ii)** an employee or an adult apprentice (other than a junior or an apprentice) has been so notified of such overtime and then is not required to work such overtime;
- (iii)** a junior or an apprentice (other than an adult apprentice) is required to work overtime for more than one and a half hours;
- (iv)** an employee works overtime for three hours after the employee's ordinary finishing time and does not take a meal break in accordance with clause 32—Meal breaks; or
- (v)** an employee takes a subsequent meal break in accordance with clause 32 when working overtime.

(c) Protective clothing and equipment

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in a State or Territory, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment unless the clothing and equipment is paid for by the employer.

(d) Uniform or clothing

Should an employer require an employee to wear any uniform or clothing (other than that specified in clause 25.2(c)) the employer will reimburse the employee for the cost of purchasing and/or maintaining the uniform and/or clothing. Instead of reimbursement, the employer may provide, maintain and clean such uniform in good repair without cost to the employee.

(e) Transport of employees

When an employee, after having worked overtime, or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with transport home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.

25.3 Adjustment of expense-related allowances

(a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

| Allowance | Applicable Consumer Price Index figure |
|------------------|---|
| Meal allowance | Take away and fast foods sub-group |

25.4 Training

(a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer upon production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

(b) Travel costs incurred by an employee undertaking training agreed to by the employer which exceed those normally incurred in travelling to and from work must be reimbursed by the employer.

25.5 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

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[25.5(a)(i) substituted by [PR994528](#) from 01Jan10]

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

[25.5(b) substituted by [PR994528](#) from 01Jan10]

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
 - (ii) that would have entitled the employee to payment of a district allowance.
- (c) Clause 25.5 ceases to operate on 31 December 2014.

26. Accident pay

[Varied by [PR994528](#), [PR503632](#)]

[26.1 varied by [PR994528](#); substituted by [PR503632](#) ppc 01Jan11]

26.1 Subject to clause 26.2, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

- (a) if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

[26.2 substituted by [PR994538](#), [PR503632](#) ppc 01Jan11]

26.2 The employee's entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

26.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

26.4 This clause ceases to operate on 31 December 2014.

27. Work organisation

27.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.

27.2 Any direction issued by an employer pursuant to clause 27.1 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

27.3 Change of shifts

Where appropriate, procedures enabling the continuous running of machines during shift changeovers will be implemented.

27.4 Starting times

Starting and finishing times of individual employees within a plant or section may be staggered to ensure maximum plant capacity utilisation.

28. Payment of wages

28.1 Wages will be paid on any weekday in each week and such wages, including payment for any absences authorised by this award, will be paid no later than two clear days after the end of the pay week in respect of which they have become due provided that overtime worked within one day of the end of a pay period may be paid to the employee in the next pay period.

28.2 In the case of an employee whose ordinary hours of work are arranged so that the employee works a constant number of hours each week, wages will be paid according to the actual ordinary hours worked each week. In the case of an employee whose ordinary hours of work are arranged so that the employee works an average number of ordinary hours each week during a particular work cycle, wages will be paid according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in a particular week of the work cycle.

28.3 Wages will be paid in cash, cheque or electronic funds transfer (as determined by the employer) provided that wages made by electronic funds transfer will be credited to an employee's bank or financial institution account without cost to the employee at the time of transfer.

28.4 If an employee is paid wages by cash and wages are not paid within ordinary working hours, time and one half will be paid for all non-working time during which an employee is kept waiting for payment of wages except where the delay is beyond the employer's control.

28.5 Payment on termination

If an employee's employment is terminated during the course of a week, the employee will at termination of their employment be paid all monies due to them.

Where an employee is dismissed without notice all monies due are to be forwarded to the employee by post or electronic funds transfer within 24 hours of the termination.

- 28.6** An employee whose rostered day off falls on payday will be paid their wages no later than the employee's ordinary working day immediately following pay day. Provided that, where the employee is able to make suitable arrangements, wages may be paid on the working day preceding payday. This provision does not apply to employees paid by electronic funds transfer.

29. Superannuation

[Varied by [PR994528](#)]

29.1 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.

29.2 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.

29.3 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 29.2.
- (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 29.3(a) or (b) at no later than 28 days after the end of the month in which the deduction authorised under clauses 29.3(a) or (b) was made.

29.4 Superannuation fund

[29.4 varied by [PR994528](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 29.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 29.2 and pay the amount authorised under clauses 29.3(a) and 29.3(b) to one of the following superannuation funds or its successor:

- (a) Media Super; or
- (b) AustralianSuper; or
- (c) 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.

Part 5—Hours of Work and Related Matters

30. Ordinary hours of work and rostering

[Varied by [PR994528](#)]

30.1 Maximum weekly hours and requests for flexible arrangements are provided for in the NES.

30.2 Ordinary hours of work—day work employees

(a) Spread of hours

- (i) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer, in the spread of hours between 7.00 am and 6.00 pm. However, the ordinary hours of work for employees engaged to clean the premises or attend to heating apparatus for the machines or buildings may be between the hours of 6.30 am and 6.00 pm.
- (ii) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both) by agreement between an employer and the majority of employees affected (level 2 facilitation).
- (iii) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both), by agreement between the employer and an individual employee (level 2 facilitation) and may:
 - (A) only be accessed where no majority agreement has been reached;
 - (B) only be implemented in respect of individual employees who have reached agreement; and

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(C) only apply to an individual employee or a number of individuals less than the majority in the workplace or section or sections of it.

(b) Ordinary hours

- (i) The ordinary hours of work for day work will not exceed an average of 38 per week.
- (ii) The ordinary hours of work for day work will not exceed 8.75 hours per day.
- (iii) Notwithstanding clause 30.2(b)(ii) the ordinary hours of work for day work may be up to 10 hours per day by agreement between the employer and the majority of employees (level 1 facilitation).
- (iv) By agreement between the employer and the majority of employees (level 3 facilitation), an employee may work ordinary hours in excess of 10 hours and up to 12 hours. Where 12 ordinary hours are introduced on any day, the agreement is subject to level 3 facilitation and clause 30.7(f).

(c) Work cycles

The ordinary hours of work are to be worked over a cycle which does not exceed 152 hours in 28 days. By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis of a weekly average of 38 ordinary hours over a period which does not exceed five months.

(d) Days on which ordinary hours are worked

- (i) The ordinary hours of work may be worked on any day Monday to Friday inclusive. The days on which ordinary hours are worked may include Saturday and Sunday by agreement between the employer and the majority of employees affected (level 3 facilitation).
- (ii) Where agreement has been reached under clause 30.2(d)(i) to work ordinary hours on a Saturday or Sunday, save for employees engaged in a regional daily newspaper office, double time will be paid for all work done on Saturday or Sunday (as defined). Employees engaged in a regional daily newspaper office will be paid in accordance with clause 30.6(g).

30.3 Ordinary hours of work—non-continuous shiftworkers other than in a newspaper office

(a) Ordinary hours and work cycles

- (i) The ordinary hours for non-continuous shiftwork must not exceed an average of 38 per week.
- (ii) The ordinary hours of shiftwork employees not on continuous shiftwork will not exceed 8.75 hours per shift.
- (iii) Notwithstanding clause 30.3(a)(ii), the ordinary hours of shiftwork employees not on continuous shiftwork may be up to 10 hours per shift

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by agreement between the employer and the majority of employees (level 1 facilitation).

(iv) By agreement between the employer and a majority of employees (level 3 facilitation), an employee may work ordinary hours of non-continuous shiftwork in excess of 10 hours and up to 12 hours. Where 12 ordinary hours are introduced on any shift, the agreement is subject to level 3 facilitation and clause 30.7(f).

(b) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of up to 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but which does not exceed 12 months.

(c) **Days on which ordinary hours are worked**

The ordinary hours of work are to be worked continuously, except for meal breaks. The ordinary hours of work may be worked on any day Monday to Friday inclusive, provided that ordinary hours commencing on a Friday may continue into the Saturday for the remaining ordinary hours of work without the payment of double time.

(d) **Ordinary hours on Saturday or Sunday**

(i) By agreement between the employer and the majority of employees affected (level 3 facilitation), the days on which ordinary hours are worked may include Saturday and Sunday.

(ii) Where agreement has been reached under clause 30.3(d)(i) to work ordinary hours on a Saturday or Sunday, the following rates will be paid for all ordinary work done on a Saturday or Sunday (as defined):

| Shift | % |
|---|-----|
| Afternoon or morning shift | 220 |
| Night shift (except as defined in clause 31.3(b)) | 220 |
| Night shift (as defined in clause 31.3(b)) | 230 |

(A) Except as provided for in clause 33.3(c) where ordinary time is worked on a Saturday or Sunday and overtime is continuous with such work, the above rates will apply to the overtime work.

(B) The above rates are in substitution for and not cumulative on the shift allowances prescribed in clause 31.3 and the overtime penalties in clause 33.3.

30.4 Ordinary hours of work—continuous shiftwork employees other than in a newspaper office

(a) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each day without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(b) Ordinary hours and work cycles

- (i) The ordinary hours of continuous shiftwork employees are to average 38 hours per week and must not exceed 152 hours in 28 consecutive days.
- (ii) The ordinary hours of continuous shiftwork employees will not exceed eight hours per shift.
- (iii) Notwithstanding clause 30.4(b)(ii) the ordinary hours of continuous shiftwork may be up to 10 hours per day by agreement between the employer and the majority of employees (level 1 facilitation).
- (iv) By agreement between the employer and the majority of employees (level 3 facilitation), an employee may work ordinary hours in excess of 10 hours and up to 12 hours. Where 12 ordinary hours are introduced on any shift, the agreement is subject to level 3 facilitation and clause 30.7(f).

- (c) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

(d) Days on which ordinary hours are worked

The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer. The ordinary hours of work may be worked on any day Monday to Friday inclusive, provided that ordinary hours commencing on a Friday, may continue into the Saturday for the remaining ordinary hours of work without the payment of weekend penalty rates.

(e) Limitation on double shifts

Shiftwork employees, whilst recognising their obligations to continue at work until relieved will not be required to work more than two consecutive shifts. The employer will avoid double shifts as far as possible by using every endeavour to arrange reliefs, and will limit the number of double shifts worked by an employee to one in any week except in unavoidable circumstances.

(f) Ordinary hours on Saturday or Sunday

- (i) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees affected (level 3 facilitation).
- (ii) Where agreement has been reached under clause 30.4(f)(i) to work ordinary hours on a Saturday or Sunday, the following rates will be paid for all ordinary work done on Saturday or Sunday (as defined):

| Shift | % |
|---|-----|
| Afternoon or morning shift | 220 |
| Night shift (except as defined in clause 31.3(b)) | 220 |

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| Shift | % |
|--|-----|
| Night shift (as defined in clause 31.3(b)) | 230 |

- (A) Except as provided for in clause 33.3(c) where ordinary time is worked on a Saturday or Sunday and overtime is continuous with such work, the above rates will apply to the overtime work.
- (B) The above rates are in substitution for and not cumulative on the shift allowances prescribed in clause 31.3 and the overtime penalties in clause 33.3.

30.5 Ordinary hours of work—in a non-daily newspaper office

(a) Ordinary hours and work cycles

- (i) The ordinary hours for non-continuous shiftwork must not exceed an average of 38 per week.
- (ii) The ordinary hours of shiftwork employees not on continuous shiftwork will not exceed 8.75 hours per shift.
- (iii) Notwithstanding 30.5(a)(ii), the ordinary hours of shiftwork employees not on continuous shiftwork may be up to 10 hours per shift by agreement between the employer and the majority of employees (level 1 facilitation).
- (iv) By agreement between the employer and a majority of employees (level 3 facilitation), an employee may work ordinary hours of non-continuous shiftwork in excess of 10 hours and up to 12 hours. Where 12 ordinary hours are introduced on any shift, the agreement is subject to level 3 facilitation and clause 30.7(f).

- (b) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of up to 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but which does not exceed 12 months.

(c) Night work in a non-daily newspaper office

Night work in a newspaper office means any work performed between the hours of 5.00 pm and at or before 8.00 am. By agreement between the employer and an employee, night work on Sunday may commence before 5.00 pm. This agreement is not subject to clause 8—Facilitative provisions.

(i) Employee in a non-daily newspaper office when engaged on night work

An employee in a non-daily newspaper office when employed on night work will in addition to the day work wage prescribed for the work they perform be paid 17.5% of a classification level 5 employee's day work wage.

(ii) Night work overlapping day work hours in a non-daily newspaper office

Where on any day, hours of night work in a non-daily newspaper office overlap the day work hours, the night work hours will be observed and the night work wage will be paid for such day work.

(d) Days on which ordinary hours are worked

The ordinary hours of work are to be worked continuously, except for meal breaks. The ordinary hours of work may be worked on any day Monday to Friday inclusive, provided that ordinary hours commencing on a Friday may continue into the Saturday for the remaining ordinary hours of work without the payment of double time.

(e) Ordinary hours of night work on Saturday or Sunday in a non-daily newspaper office

(i) By agreement between the employer and the majority of employees affected (level 3 facilitation), the days on which ordinary hours are worked may include Saturday and Sunday.

(ii) Where agreement has been reached under clause 30.5(e)(i) to work ordinary hours on a Saturday or Sunday, the following rate will be paid for all ordinary work done on a Saturday or Sunday (as defined):

| | |
|------------|---|
| Night work | 200% of the ordinary day work rate for an employee plus 17.5% of the classification level 5 rate. |
|------------|---|

(iii) Except as provided for in clause 33.3(c), where ordinary time is worked on a Saturday or Sunday and overtime is continuous with such work, the above rates will apply to the overtime work.

(iv) The above rates are in substitution for and not cumulative on the night work allowance prescribed in clause 30.5(c)(i) and the shift allowances prescribed in clause 31.3 and the overtime penalties in clause 33.3.

30.6 Ordinary hours of work—in a regional daily newspaper office

(a) Ordinary hours and work cycles

The ordinary working hours and working cycles will be determined on section by section or a unit by unit basis in each establishment by agreement between the employer and the majority of weekly employees affected in the section or unit and worked as follows:

(i) 38 hours worked over four shifts during one week, with a maximum of 11 hours per shift; or

(ii) 38 hours worked over five shifts during one week, with a maximum of eight hours per shift; or

(iii) 76 hours worked over nine shifts during two weeks, with a maximum of 11 hours per shift; or

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- (iv) 114 hours worked over 14 shifts during three weeks, with a maximum of 11 hours per shift; or
- (v) 152 hours worked over 19 shifts during four weeks, with a maximum of 11 hours per shift.

(b) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

(c) Limitation on double shifts

Shiftwork employees, whilst recognising their obligations to continue at work until relieved will not be required to work more than two consecutive shifts. The employer will avoid double shifts as far as possible by using every endeavour to arrange reliefs, and will limit the number of double shifts worked by an employee to one in any week except in unavoidable circumstances.

(d) Night work in a regional daily newspaper office

Notwithstanding any other shift provisions in this award night work in a regional daily newspaper office means any work performed between the hours of 5.00 pm and at or before 8.00 am. By agreement between the employer and an employee, night work on Sunday may commence before 5.00 pm. This agreement is not subject to clause 8—Facilitative provisions.

(e) Employee in a regional daily newspaper office when engaged on night work

An employee in a regional daily newspaper office when employed on night work will in addition to the day work wage prescribed for the work they perform be paid 17.5% of a classification level 7 employee's day work wage.

(f) Night work overlapping day work hours in a regional daily newspaper office

Work may be arranged in the hours prescribed for day work and partly in the hours prescribed for night work. Employees engaged in accordance with this paragraph will be paid the rate of wages and be subject to the conditions as provided for night work, provided that this will not apply where a day shift commences at 6.30 am or is to conclude between 5.00 pm and 6.30 pm.

(g) Ordinary hours on a Saturday or Sunday in a regional daily newspaper office

- (i) The days on which ordinary hours are worked may include Saturday and Sunday.
- (ii) Where ordinary hours are worked on a Saturday an employee will be paid at ordinary time plus an amount equal to four times the ordinary hourly rate of pay calculated on the award classification level rate of the employee.

[30.6(g)(iii) varied by [PR994528](#) from 01Jan10]

- (iii) Any work done after 5.00 pm on Sunday or in the circumstances where there is agreement between the employee and the employer as prescribed by clause 30.6(d) will be paid for at the rate of ordinary time plus 25% of the resultant calculation of the night work allowance prescribed in clause 30.6(e) and will be classified as ordinary work and included in the employee's ordinary working hours.

30.7 Methods for arranging ordinary hours other than a non-daily and/or regional daily newspaper office

- (a) The method of arranging ordinary hours may be:
 - (i) by employees working a constant number of ordinary hours each day; or
 - (ii) by fixing one day a week on which employees work a lesser number of ordinary hours; or
 - (iii) by fixing one or more days on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one or more days off during that cycle.
- (b) Subject to the employer's right to fix and change the daily hours of employees as prescribed in clauses 30.9 and 30.7(a), the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise affected. This agreement is not subject to clause 8—Facilitative provisions.

(c) Days off

Where pursuant to clauses 30.7(a)(iii) and 30.7(a)(iv) an employer adopts a system of work which entitles an employee to a day off during the work cycle, the following provisions apply:

- (i) an employer and an employee or the majority of employees at the workplace or work section or sections concerned may by agreement substitute the day the employee or employees concerned are to take off during a work cycle for another day. This agreement is not subject to clause 8—Facilitative provisions;
- (ii) an apprentice who is required to attend trade school on a rostered day off must be entitled to a substitute day as soon as practicable following the attendance at trade school; and
- (iii) except as provided in clause 30.7(c)(i), work performed on a rostered day off or shift off must be paid for at overtime rates as set out in clause 33.4.

(d) Notice of days/shifts off

Unless otherwise agreed by the employer and a majority of employees in the plant or work section(s) concerned, the employer is required to give four weeks

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notice of a rostered day off accrued pursuant to clauses 30.7(a)(iii) and 30.7(a)(iv). This agreement is not subject to clause 8—Facilitative provisions.

(e) **Banking of rostered days/shifts**

By agreement between the employer and employee or majority of employees at the workplace or work section or sections concerned, rostered days/shifts off may be accumulated (banked) up to a maximum of five days/shifts and must be entitled to be taken in a manner agreed upon between the employer and the employee or the majority of employees prior to the first of such days/shifts accumulating. This agreement is not subject to clause 8—Facilitative provisions.

(f) **12 hour shifts**

Twelve hour days or shifts may be introduced in accordance with clauses 30.2(b)(iv), 30.3(a)(iv), 30.4(b)(iv) or 30.5(a)(iv) subject to:

- (i) proper health monitoring procedures being introduced;
- (ii) suitable roster arrangements being made;
- (iii) proper supervision being provided;
- (iv) adequate breaks being provided; and
- (v) an adequate trial and review process being implemented.

30.8 Make-up time

- (a) An employee may elect, with the consent of the employer (level 1 facilitation), to work make-up time for time taken off during ordinary hours, provided such make-up time occurs during the spread of ordinary hours provided in the award.
- (b) An employee on shiftwork may elect with the consent of their employer (level 1 facilitation), to work make up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.

30.9 Fixation and change of hours

- (a) The daily hours of each employee, including the meal period, will be as determined by the employer, provided that the employer will not alter the usual daily working hours of any employee unless and until the employee has had one week's notice of the alteration which is to be made.
- (b) Once an employee's working hours have been fixed in accordance with clause 30.9(a), such hours will not be changed until at least one week after such hours have been in actual operation.
- (c) Except as set out in clause 30.9(d), if any alteration to an employee's hours is made other than in accordance with clause 30.9(a), the employee will be paid double time for all time worked outside of the hours fixed in accordance with clause 30.9(a).

- (d) In the case of an emergency beyond the control of the employer, the employer may require an employee to change their working hours on giving 48 hours notice, including the meal break of such periods, without payment of the penalty prescribed in clause 30.9(c). The ordinary hours of such employee will not be changed more than once in a working week.
- (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 48 hours notice, the employee will be paid double time for all time worked until the expiration of the 48 hours after the employee commenced the new hours.

30.10 Change of working periods

- (a) An employee who during the course of a week's work is transferred from day work to shiftwork or vice versa or from one shift to another shift, will without loss of pay be allowed at least a 10 hour break between finishing their shift/day's work and commencing their next shift/day's work.
- (b) If such 10 hour break is not allowed, the employee will be paid double time for all hours worked until the employee has such 10 hour break.
- (c) An employee must not be transferred from day work to shiftwork or vice versa or from one shift to another shift, more than once in a working week.

30.11 Posting of working hours

The roster of each work area, including the meal period, and the name and working hours of each employee employed in that workroom whose hours differ from the roster will be displayed in the work room.

31. Special provisions for shiftwork employees

31.1 Definitions

- (a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before 12.45 am.
- (b) **Night shift** means any shift finishing after 12.45 am and at or before 10.00 am.
- (c) **Morning shift** means any shift commencing at or after 5.00 am and prior to 7.00 am but nothing in this definition will cause an employee working in accordance with the provisions of clause 30.2 to be deemed to be working on morning shift.

31.2 Altering spread of hours

- (a) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both) by agreement between an employer and the majority of employees affected (level 2 facilitation).
- (b) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both), by agreement between the employer and an individual employee (level 2 facilitation) and may:

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- (i) only be accessed where no majority agreement has been reached;
- (ii) only be implemented in respect of individual employees who have reached agreement; and
- (iii) the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

31.3 Shift allowances—morning, afternoon and night shift

- (a) An employee when on morning shift or when on afternoon shift or when on a night shift which rotates with or alternates with day work and/or afternoon shift will, in addition to the day work wage by this award prescribed for the work that they perform, be paid 20% of that day work wage.
- (b) An employee who:
 - (i) during a period of engagement on shift, works night shift only;
 - (ii) remains on night shift for a period longer than four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one third of their working time off night shift in each cycle;will during such engagement period or cycle be paid for all time worked during ordinary working hours on such night shift 30% in addition to the day work wage prescribed by this award for the work they perform.
- (c) The shift allowance is part of the employee's weekly wage for the purpose of calculating the overtime rate payable in accordance with this award.

31.4 Meal break—continuous shiftworkers

An employee employed on continuous shiftwork will be entitled to a meal break each shift of 30 consecutive minutes and such meal break will be counted as time worked and paid as such.

32. Meal breaks

32.1 The minimum time allowance for meals will be half an hour and the maximum time allowance one hour.

32.2 No period of work will exceed five hours without a break for meals, provided that:

- (a) Where pursuant to clause 30—Ordinary hours of work and rostering, an employer has adopted a system of ordinary working hours which does not require employees to work for more than six hours on a day or shift and they are not required to work in excess of their ordinary hours on that day or shift, then by agreement between the employer and the majority of those employees affected a meal break need not be taken on that day or shift. This agreement is not subject to clause 8—Facilitative provisions.

- (b) By agreement between the employer and the majority of employees in the workplace, work section or sections affected or by agreement between the employer and an employee, employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break. This agreement is not subject to clause 8.

32.3 Where an employee is required to work during their usual meal period they will be paid time and a half extra on the hourly rate of their weekly wage for the time so worked and they will be allowed their usual meal period as soon as it can be arranged, but not later than five hours after commencing work each day.

32.4 The meal period of any employee on day work will be between the hours of 11.00 am and 2.00 pm.

32.5 The usual time of an employee's meal period may be altered:

- (a) by the employer after the employee has had one week's notice of the alteration which is to be made; or
- (b) by an employer agreeing to a request by an employee that the employee desires a change in order to attend to some business arrangement, domestic or other personal necessity, in which case notice of alteration will not be required; or
- (c) by an employer where a change is necessary in order to meet a requirement for continuous running of a machine in which case notice of alteration will not be required. Provided that such a change will not be effected in circumstances where the employee has an existing commitment that prevents the meal period being altered; or
- (d) by agreement between an employer and an employee in which case notice of alteration will not be required provided that such agreement is not for the sole purpose of avoiding the penalty prescribed by clause 32.3. This agreement is not subject to clause 8—Facilitative provisions.

33. Overtime and penalty rates

33.1 Requirement to work reasonable overtime

- (a) Subject to clause 33.1(b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

- (v) any other relevant matter.

33.2 Payment for overtime

All duty performed by an employee in excess of or outside the hours mentioned in clause 30—Ordinary hours of work and rostering and clause 31—Special provisions for shiftwork employees of this award, as the case may be, or in excess of the employee's ordinary hours, will be overtime and will be paid at the rate of time and one half for the first three hours and double time thereafter.

33.3 Overtime work on a Saturday or a Sunday

- (a) Except as otherwise provided, double time will be paid for all overtime work done on a Saturday or on a Sunday.
- (b) A weekly employee who has been notified that the employee will be required to work overtime on a Saturday (not being work which is continuous with work which commenced on a Friday) or on a Sunday and so reports for work and is ready, willing and able to perform such work will be provided on a Saturday with at least two hours' work or at least two hours' pay at double time or on a Sunday with at least four hours' work or at least four hours' pay at double time.
- (c) Except as otherwise provided in clause 30—Ordinary hours of work and rostering or clause 31—Special provisions for shiftwork employees, the provisions of this subclause will apply to a shiftwork employee provided that a shiftwork employee required to work overtime on a Saturday immediately after the finishing time of their ordinary working hours which commenced on a Friday will be paid in accordance with clause 33.2.
- (d) Provided further that printing or publishing department employees engaged in a regional daily newspaper office required to commence work after midnight on Friday will continue to work for the ordinary hours of that shift (but no later than 8.00 am) without payment of overtime.

33.4 Work on a rostered day off

Work on a rostered day off is overtime and is paid at time and one half for the first three hours and double time thereafter.

33.5 Work on a public holiday

An employee required to work on a public holiday will be paid at the rate prescribed in clause 41—Public holidays.

33.6 Meal period during overtime

- (a) An employee will not work overtime for longer than five hours without a meal period of half an hour.
- (b) Notwithstanding clause 33.6(a) where an employee working overtime can complete their work within three hours after their ordinary finishing time they may continue to work for that period without a break for a meal provided that they do not work for more than six and a half hours from their previous meal break.

- (c) Where overtime is worked before the ordinary hour of commencing work and such overtime is of one and a half hours or more the employee will, within five hours of the commencement of such overtime, be required to take a meal period of half an hour without deduction of pay. Nothing in this subclause will in any way affect the taking by the employee of their ordinary meal period prescribed by this award.

33.7 Ten hour break

An employee who has worked overtime will be informed that they are entitled to and be granted a break of at least 10 hours between the time of finishing work and the time when they next commence work, and no deductions will be made from their pay because of any time lost by reason of such break. Where the employee is required to work before they have completed the break of 10 hours they will be paid double time for all time worked until they have had a break of at least 10 hours.

33.8 36 hour break

- (a) An employee who is required to work more than six consecutive days if a day work employee, or six consecutive shifts if a shiftwork employee, without a clear interval from work of 36 hours after the sixth day or shift, must be paid double time for all work performed after the sixth day or shift until the employee has had such clear interval of 36 hours. If an employee is stood off for any period during the ordinary working week in order to allow a 36 hour break there will be no reduction in their weekly wage.
- (b) Notwithstanding clause 33.8(a) an employer and the majority of employees in the workplace or a section or sections of the workplace, may agree to a break of 10 hours. Where this agreement is made an employee may not work more than 13 consecutive days without a minimum break of 36 hours before the employees next day's work or shift. Such an agreement must be recorded in the time and wages book. This is not subject to clause 8—Facilitative provisions.
- (c) An employer will not insist on the employee working where the employee discloses that the employee is not free to work and discloses a good reason for the inability to work.
- (d) The provisions of clause 33.8 will not apply where an agreement has been reached pursuant to clauses 30.2(d)(i), 30.3(d)(i) and 30.4(f)(i) to introduce a seven day shift operation.

33.9 Time off instead of payment for overtime

- (a) Notwithstanding clause 33.2 an employee may choose, with the consent of the employer (level 1 facilitation), to take time off instead of payment for overtime at a time or times agreed by the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at ordinary time rate, that is one hour for each hour worked.

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- (c) If requested by an employee, an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

34. Call-back

- 34.1** Call-back applies when an employee is called back to perform work at a time when they would not ordinarily be at work and the employee has not been notified prior to last finishing work that they would be so called back.
- 34.2** Except as otherwise provided in clauses 34.4 and 34.5, an employee called back will be paid one hour's ordinary pay for such call back and, in addition, will be paid as provided in clause 34.3.
- 34.3** All time worked on a call-back will be paid for at double ordinary hourly rates of pay with a minimum of three hours' work or payment at such rate instead.
- 34.4** In the event of an employee receiving a call-back and then, prior to commencing work, being informed by the employer that their services on such call are not required, the employee will, if they have:
 - (a) left their place of residence, be paid as if they had in fact started work; or
 - (b) not left their place of residence, be paid one hour's ordinary pay.
- 34.5** The provisions of this clause will not apply where notification is given after the employee's last occurring working day immediately preceding a weekend or rostered period off greater than 48 hours that they are required to report for overtime work prior to their normal commencing time on the first working day after that weekend or rostered period off and such overtime work:
 - (a) does not exceed 30 minutes; and
 - (b) is continuous with the commencement of their ordinary working time.

35. Stand-by for work

- 35.1** A stand-by for work is that period of time when an employee is required by their employer to hold themselves in readiness to perform work outside of their ordinary working hours but is not required to be at their place of employment during that period of stand-by. Provided arrangements are made between the employer and the employee as to where the employee may be contacted by the employer and meet the employer's request to report for work if necessary or be released from standing by for work, the employee's movements during such period of stand-by will be unrestricted.
- 35.2** For all time an employee is required to stand-by for work they will be paid as follows:
 - (a) weekly employees at the rate of the full-time employee's hourly day work rate as prescribed by this award; or

(b) casual employee, at the hourly rate prescribed in clause 12.4(a) for day work.

35.3 An employee required to stand-by for work at their place of employment will be paid as though they were working as follows:

(a) if such stand-by is during ordinary hours of work, payment will be made at and be part of their ordinary wage; or

(b) if such stand-by is during overtime hours, the time will be reckoned as part of their period of overtime and payment will be made at the appropriate rate of pay as prescribed in clause 33—Overtime and penalty rates of this award.

36. Time provisions

36.1 A reasonable opportunity is to be provided by the employer for each employee to pause to acquire a refreshment during the first half of the day or shift, at a time specified by the employer, subject to:

(a) continuous running of plant, equipment and processes;

(b) productivity not being reduced;

(c) wages and other costs not increasing;

(d) maintenance of high standards of occupational health and safety; and

(e) maintenance of high standards of quality;

whilst such refreshment is being acquired.

36.2 The abovementioned provision of a reasonable opportunity to pause to acquire a refreshment will not be applicable to employees who are provided with a rest break. Furthermore, clause 36.1 will not be used to reduce rest break entitlements in workplaces.

Part 6—Leave and Public Holidays

37. Annual leave

37.1 Annual leave is provided for in the NES. Annual leave does not apply to casual employees.

37.2 Notwithstanding clause 33.5, employees engaged in a regional daily newspaper office, in circumstances where they work the prescribed public holidays, may, by agreement between the employer and an employee or employees, be credited with an extra two weeks and three days' annual leave instead of any penalty provision as provided for by clauses 41.3 or 41.4. This provision does not apply to a shiftworker as defined in clause 37.4(a).

37.3 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in the NES to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks' annual leave and 190 hours for a shiftworker as defined in clause 37.4).

37.4 Definition of shiftworker

- (a) For the purpose of the additional week of annual leave provided for in the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

37.5 Payment for period of annual leave

- (a) Instead of the **base rate of pay** as referred to in the NES, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) The wages due must be calculated on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including first aid and inserting allowances, loadings and any other wages payable under the employee's contract of employment including any overaward payment and if applicable higher duties prescribed by clause 24—Higher duties. However, payment will exclude overtime, shift allowances, penalties for weekend work, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

37.6 Annual leave loading

- (a) During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 37.5.
- (b) The loading must be as follows:
 - (i) **Day work**

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 37.5.

- (ii) **Shiftwork**

Notwithstanding clause 37.5(b), an employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 37.5 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

(iii) Night work in a newspaper office

Notwithstanding clause 37.5(b), an employee who would have worked on night work had they not been on leave must be paid a loading of 17.5% plus an amount equal to the average of all night work allowances paid to the employee in a newspaper office over the whole of the qualifying period for the employee's annual leave.

37.7 Excessive leave

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 four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

37.8 Paid leave in advance of accrued entitlement

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination of employment.

37.9 Annual close-down

Notwithstanding the NES and clause 37.7, an employer may close-down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than four weeks' notice of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and is also paid for that leave at the appropriate wage in accordance with clauses 37.5 and 37.6;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 37.9 also counts as service by the employee with their employer;
- (e) the employer may only close down the enterprise or part of it pursuant to clause 37.9 for one or two separate periods in a year;
- (f) if the employer closes down the enterprise or part of it pursuant to clause 37.9 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days;

- (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 37.9 for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- (h) the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

37.10 Proportionate leave on termination of employment

On termination of employment, an employee must be paid for leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 37.5.

38. Personal/carer's leave and compassionate leave

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

39. Community service leave

Community service leave is provided for in the NES.

40. Parental leave

Parental leave is provided for in the NES.

41. Public holidays

41.1 Public holidays are provided for in the NES.

41.2 Employees in a regional daily newspaper office who receive six weeks and three days' annual leave will only be entitled to Christmas Day, Good Friday and a further day as prescribed below:

- New South Wales—the Tuesday after Easter Monday;
- Victoria—Melbourne Cup Day;
- Tasmania—Recreation Day.

41.3 An employee required to work on a public holiday or a substitute day, as provided for in the NES or clause 41.5, will be paid double time and a half with a minimum payment of four hours. Provided that:

- (a) an employee required as an inserter in a non-daily newspaper office who is required to work on a public holiday will be paid at double time and a half with a minimum payment of two hours; and

- (b) an employee engaged as a publishing employee in a non-daily newspaper office who is required to work on a public holiday will be paid at double time and a half with a minimum payment of three hours.

41.4 Where a weekly employee in a non-daily or regional daily newspaper office, other than an employee listed in clauses 41.3(a) and 41.3(b), is required to work on a public holiday they will be given a day off instead within seven days of such holiday occurring or be paid double time with a minimum payment of four hours. Provided this clause applies instead of the provisions in clause 41.3.

41.5 Substitution of certain public holidays by agreement at the enterprise

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

41.6 Rostered day off falling on public holiday

- (a) Except as provided for in clauses 41.6(b) and 41.6(c) and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
 - (i) 7 hours and 36 minutes' pay at the ordinary time rate; or
 - (ii) 7 hours and 36 minutes' extra annual leave; or
 - (iii) a substitute day off on an alternative week day.
- (b) Where an employee has credited time accumulated pursuant to clauses 30.2(c), 30.3(b), 30.4(c), 30.5(b), and 30.6(b) then such credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time accumulated pursuant to clauses 30.2(c), 30.3(b), 30.4(c), 30.5(b), and 30.6(b) as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d) Clauses 41.6(b) and 41.6(c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 41.6(a) applies to such days off.

Schedule A—Transitional Provisions

[Varied by [PR988364](#), [PR994528](#), [PR503632](#)]

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

[A.1.2 substituted by [PR994528](#) from 01Jan10]

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,

[A.2.1(b) substituted by [PR994528](#) from 01Jan10]

- (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.

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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,

[A.3.1(b) substituted by [PR994528](#) from 01Jan10]

(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 substituted by [PR994528](#) from 01Jan10]

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 substituted by [PR994528](#) from 01Jan10]

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 substituted by [PR994528](#) from 01Jan10]

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 substituted by [PR994528](#) from 01Jan10]

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 substituted by [PR994528](#) from 01Jan10]

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 substituted by [PR994528](#) from 01Jan10]

- 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 substituted by [PR994528](#) from 01Jan10]

- 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 [PR503632](#) 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

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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—Classification Definitions

[Varied by [PR988364](#), [PR994528](#)]

The definitions for the classification levels are as follows:

B.1 Level 1

An employee at this level is undertaking up to 38 hours of induction training. This does not restrict or limit the employment of new employees at a higher level should they be accepted as possessing experience or skills appropriate to a higher level.

An employee at this level:

- performs elementary routine duties of a repetitive nature;
- works under direct supervision;
- is aware of the tasks required at level 2;
- observes safe work practices;
- undertakes literacy and numeracy training (if required) to perform tasks functionally; and
- undertakes training so as to enable them to work at level 2.

On the completion of the required training, the employee will be reclassified to level 2.

B.2 Level 2

Employees at this level perform work above the skills of an employee at level 1 to the level of their competence, skill and training.

An employee at this level will be capable of:

- having an orientation to machinery and equipment;
- assisting with preparation of basic machines;
- operating materials handling equipment;
- undertaking housekeeping and routine maintenance cleaning;
- having a basic knowledge of computer-controlled systems as it relates to their work;

[B.2 varied by [PR994528](#) from 01Jan10]

- understanding and applying occupational health and safety (OH&S) practices and existing procedures applying in their work area at their level of training;
- understanding and applying existing work procedures applying in their work area to their level of training;

- following instructions;
- understanding quality standards of the enterprise applying in their work area;
- working under direct supervision to the level of training or skills held;
- being a member of and understanding operating guidelines of their workgroup/team; and
- potentially assisting in on-the-job training of others in their area by way of explanation and demonstration.

Indicative tasks at this level may include:

- assisting with make ready of basic machines;
- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- repetitive work of a basic nature such as maintaining simple records and single purpose functions as in manual folding, perforating, stacking, inserting and paging;
- housekeeping and routine maintenance cleaning.

B.3 Level 3

Employees at this level perform work above the skills of an employee at level 2 to the level of their competence, skill and training.

An employee at this level will be capable of:

- following written or verbal instructions;
- having knowledge of computer controlled systems as it relates to their work area;
- understanding and applying existing work procedures applying in their area;
- performing housekeeping functions within immediate area; this may include lubricating equipment under direction;
- assisting in forward planning materials and equipment for next job;
- identifying quality variations;
- recognising when problems arise and referring appropriately in own work area;
- being a member of and understanding the operating guidelines of their work group/team;
- undertaking work prescribed on a task basis through written and verbal instructions and with continuous presence of a skilled operative;
- working under direct supervision; and
- assisting in the on-the-job training of others up to this level by way of explanation and demonstration in conjunction with skilled operators and supervisor.

Indicative tasks at this level may include:

- routine setting, adjustment and operation of basic similar pieces of equipment such as plastic laminating machine;
- assisting with basic duties on a printing machine under direct supervision by cleaning, washing up of ink ducts, blankets and impression cylinders, stacking and removing delivery, stack on sheet fed press;
- applying OH&S practices and environmental protection procedures;
- operating computer-controlled systems using basic keyboard skills as it relates to their work area;
- operating of non-licensed materials handling equipment;
- matching of product against quality standards within own work area;
- operating an envelope cutter and/or die cutter, marking and laying out;
- storing and packing of goods and materials in accordance with appropriate procedures and/or regulations, preparation and receipt of appropriate documentation, allocating and retrieving goods from specific warehouse areas, basic visual display unit operation, periodic housekeeping and stock checks; and
- assisting in the on-the-job training of others up to this level in conjunction with skilled operators and a supervisor.

B.4 Level 4

Employees at this level perform work above the skills of an employee at level 3 to the level of their competence, skill and training. An employee at this level may have completed an AQF Certificate Level II or equivalent training qualification.

An employee at this level will be capable of:

- working to written instructions and issuing verbal instructions;
- forward planning materials and equipment required for next job;
- identifying quality variation by matching product against quality standard within own work area;
- understanding of routine and preventive maintenance procedures and applying them in their work;
- participating in and contributing to work group or team decision making, problem solving and team operating; and
- understanding the enterprise's production processes and products and the administrative and organisational procedures as they relate to the immediate work area.

Indicative tasks at this level may include:

- machine setting, adjustment and operation on a variety of equipment;

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- applying OH&S practices, environmental protection procedures;
- assisting in on-the-job training of others up to this level in conjunction with skilled adults and supervisors;
- lubricating of production machinery equipment;
- inventory and store/warehouse control including licensed operation of all appropriate materials handling equipment; use of tools and equipment within the warehouse; basic non-trades maintenance; visual display unit operation;
- operating computer controlled systems using intermediate keyboard skills as it relates to their work area; and
- maintaining established paper-based filing and records system in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitoring file locations.

B.5 Level 5

Employees at this level perform work above the skills of an employee at level 4 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level III or equivalent training qualification.

An employee at this level will be capable of:

- understanding the enterprise's production process and products, and administrative and organisational procedures as they relate to the work area;
- providing informal on-the-job training to the level of their training and skill;
- identifying quality variations of products and/or materials in the production process for conformity with established production standards, making adjustments to maintain quality standards;
- having a working knowledge of routine and preventative maintenance procedures;
- solving straightforward problems based on set procedures or factual information;
- operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill;
- working under minimal supervision;
- exercising discretion, work guided by general work processes and procedures;
- being responsible for the work of others under their supervision;
- being a member of and understanding operating guidelines of a work group or team;
- working to written instructions and working to and issuing verbal instructions; and
- understanding and applying OH&S and safe working practices and environmental protection in their own work area.

Indicative tasks at this level may include:

- setting, adjusting and operating a range of equipment in one of either pre-press, press or post-press areas;
- having a sound knowledge of the employer's operations as they relate to the production process;
- understanding and applying computer techniques as they relate to production process operations;
- making adjustments to maintain quality standards;
- forward planning material and equipment for next job;
- undertaking maintenance to the level of their training and accredited skill including lubrication, elementary diagnosis of faults, routine adjustments and reporting on worn or damaged parts;
- high level stores and inventory responsibility beyond the requirements of an employee at level 4;
- formatting complex documents including technical data, technical language, tables, graphics, design variable type face;
- producing documents requiring specific form or to comply with regulations or standards; and
- undertaking basic art and design to their level of training and accredited skill.

B.6 Level 6

Employees at this level perform work above the skills of an employee at level 5 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level III or equivalent training.

An employee at this level will be capable of:

- having a general knowledge of enterprise processes and procedures impacting on their own area;
- providing on-the-job training to the level of their training and accredited skill;
- having knowledge of problem-solving techniques and procedures in their own area;
- identifying quality variations of products and/or materials in the production process for conformity with established production standards;
- making adjustments to maintain quality standards;
- exercising limited discretion, work guided by general work processes and procedures;
- having a working knowledge of routine and preventive maintenance procedures;
- undertaking maintenance procedures;

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- participating in, developing and implementing appropriate OH&S and environmental protection practices in their area of work;
- participating in and contributing to work, group or team decision making, problem solving and team operation;
- being responsible for the work of others under their supervision; and
- working under minimal supervision.

Indicative tasks at this level may include:

- set up and operation of machines of a complex nature in one of either the pre-press, press or post-press area;
- forward planning materials and equipment for next job;
- making adjustments to maintain quality standards;
- providing trade guidance and assistance as part of a work team;
- operating a computer controlled system as an integral aspect of work to their level of training and accredited skill;
- undertaking maintenance procedures to the level of their training and skill including lubrication, elementary diagnosis of faults, routine adjustments and assisting with the replacement of parts and equipment;
- applying knowledge of desk-top publishing to integrate complex documents;
- maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports and stock movement; and
- undertaking immediate art and design to their level of training and accredited skill.

B.7 Level 7

Employees at this level perform work above the skills of an employee at level 6 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level III or equivalent training.

An employee at this level will be capable of:

- having the skills and knowledge to set up and operate machines of a complex nature in one of either pre-press, press or post-press areas; may have general knowledge of other functional areas impacting on their own;
- having a thorough knowledge of enterprise's processes and procedures impacting on own area;
- working under minimal supervision either individually or in a team;
- operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill;
- undertaking routine and preventive maintenance to the level of their training and accredited skill;

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- participating in, developing and implementing appropriate OH&S and environmental protection practices in their area of work;
- co-ordinating work in a team environment; and
- identifying quality variations of products and/or materials in the production process for conformity with established production standards contributing to diagnosis of quality variations and making adjustments to maintain quality standards.

Indicative tasks at this level may include:

- set up, adjustment and operating of machines of a complex nature in one of either pre-press, press or post-press areas;
- providing trade guidance and assisting as part of a work team;
- assisting in the provision of training in conjunction with supervisors and trainers;
- removing and replacing specific assemblies in immediate work area;
- allocating tasks to team members in order to meet planned production requirements and being responsible for the work of others under their supervision;
- evaluating usefulness or applicability of software programs (using existing software programs) and recommending solutions to meet new or different application requirements;
- undertaking complex art and design to their level of training and accredited skill.

B.8 Level 8

Employees at this level perform work above the skills of an employee at level 7 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level IV or equivalent training.

An employee at this level will be capable of:

- having a thorough knowledge of production processes and procedures in own area and general knowledge of downline processes;
- working under minimal supervision and demonstrating a high level of proficiency;
- undertaking routine production scheduling and materials handling within the scope of their area of work to maintain planned production requirements;
- monitoring, evaluating and reporting quality variations within a broad work area;
- having a knowledge of process, problem solving techniques and procedures and exercising initiative and judgment in solving day-to-day operational problems;
- exercising considerable discretion; work is guided by company precedents and policies; work procedures may be adopted to meet production requirements;
- operating a computer-controlled system as an integral aspect of routine work to their level of training and accredited skill;

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- undertaking routine and preventative maintenance to the level of their training and accredited skill;
- removing and replacing assemblies/subassemblies to carry out cleaning and inspection of parts;
- participating in, developing and implementing appropriate occupational health and safety practices in the area of work; encouraging staff under their supervision to accept and enforce safety requirements;
- providing technical guidance and assistance to work, groups and teams;
- providing on-the-job training in conjunction with supervisors and/or trainers; and
- being responsible for the work of others under their supervision and has undertaken supervisory training.

Indicative tasks at this level may include:

- exercising high precision trade skills;
- exercising intermediate Computer-aided Design and Computer-aided manufacturing (CAD/CAM) skills in the performance of routine modifications to programs;
- creating or producing original design roughs or finished artwork from employer or clients' instructions, either manually or by computer;
- liaising and advising internal customers and employees outside the work team;
- operating and/or co-ordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk; and
- participating in problem solving techniques and procedures and exercising initiative and judgment in solving day-to-day operational problems.

Schedule C—Competencies

[Varied by [PR988364](#)]

- C.1** This Schedule contains two parts: Part A sets out the sectors of the industry in which employees are generally employed; Part B sets out support competencies which may be relevant to employees working in various sectors of the industry.
- C.2** The following competencies are aligned to the units of competency in the Printing and Graphic Arts Training Package (ICP05). In the event of a dispute over the meaning of the competencies, the relevant competency standard from ICP05 will apply.
- C.3** There will be no double-counting of competencies which an employee possesses. In some cases, two or more competency units deal with relatively similar competencies and it would be inappropriate to take into account the points for each competency for classification purposes. Any dispute regarding the allocation of units will be dealt with through clause 23.7 and reference to the rules contained within the Training Package.
- C.4** The inclusion of particular competencies within Schedule C or the recognition of particular qualifications within the award, will not vary the coverage of the award beyond that set out in clause 4—Coverage.

Part A—Competencies relating to the sectors of the industry in which employees are generally employed

| | Units | Points |
|---|--------|--------|
| Printing (PR) | | |
| Apply knowledge and requirements of printing machining | KN12A | 3 |
| Apply knowledge and requirements of the screen printing sector | KN14A | 3 |
| Apply knowledge and requirements of paper and printing processes | KN16A | 3 |
| Apply knowledge and requirements of information technology systems in the printing industry | KN20A | 3 |
| Sell products and services | WRRS1B | 2 |
| Advise on products and services | WRRS2B | 2 |
| Mount and proof flexographic plates for basic printing | PR211A | 2 |
| Produce basic flexographic printed product | PR214A | 2 |
| Produce basic gravure printed product | PR222A | 2 |
| Produce basic lithographic printed product | PR232A | 2 |
| Produce basic pad printed product | PR242A | 2 |
| Produce basic relief printed product | PR252A | 2 |
| Set up for foil stamping | PR261A | 2 |

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| | Units | Points |
|--|--------------|---------------|
| Produce foil stamped product | PR262A | 2 |
| Set up for basic coating | PR271A | 2 |
| Produce basic coated product | PR272A | 2 |
| Set up and produce basic digital print | PR281A | 2 |
| Produce and manage digital print (Basic) | PR282A | 2 |
| Research business opportunities | BSBSBM301A | 3 |
| Identify sales prospects | BSBSLS302A | 3 |
| Set up for basic flexographic printing | PR313A | 3 |
| Produce complex flexographic printed product | PR314A | 3 |
| Set up for basic gravure printing | PR321A | 3 |
| Produce complex gravure printed product | PR322A | 3 |
| Set up for basic lithographic printing | PR331A | 3 |
| Produce complex lithographic printed product | PR332A | 3 |
| Set up for basic pad printing | PR341A | 3 |
| Produce complex pad printed product | PR342A | 3 |
| Set up for basic relief printing | PR351A | 3 |
| Produce complex relief printed product | PR352A | 3 |
| Produce and manage complex digital print | PR382A | 3 |
| Prepare for personalised digital printing | PR383A | 3 |
| Undertake financial planning | BSBSBM402A | 4 |
| Undertake business planning | BSBSBM404A | 4 |
| Mount and proof flexographic plates for complex printing | PR411A | 4 |
| Set up for complex flexographic printing | PR413A | 4 |
| Produce specialist flexographic printed product | PR414A | 4 |
| Set up for complex gravure printing | PR421A | 4 |
| Produce specialist gravure printed product | PR422A | 4 |
| Set up for complex lithographic printing | PR431A | 4 |
| Produce specialist lithographic printed product | PR432A | 4 |
| Set up for complex pad printing | PR441A | 4 |
| Produce specialist pad printed product | PR442A | 4 |
| Set up for complex relief printing | PR451A | 4 |
| Produce specialist relief printed product | PR452A | 4 |
| Set up for complex coating | PR471A | 4 |
| Produce complex coated product | PR472A | 4 |

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| | Units | Points |
|---|--------------|---------------|
| Set up and produce complex digital print | PR481A | 4 |
| Prepare for variable data printing | PR484A | 4 |
| Use on press monitoring of print quality | PR491A | 4 |
| Use on press print control devices | PR492A | 4 |
| Set up and monitor in-line printing operations | PR493A | 4 |
| Set up for specialised flexographic printing | PR513A | 5 |
| Set up for specialised gravure printing | PR521A | 5 |
| Set up for specialised lithographic printing | PR531A | 5 |
| Set up for specialised pad printing | PR541A | 5 |
| Set up for specialised relief printing | PR551A | 5 |
| Pre-press (PP) | | |
| Apply knowledge and requirements of graphic pre-press | KN11A | 3 |
| Develop a basic design concept | PP211A | 2 |
| Select and apply type | PP221A | 2 |
| Scan a line image | PP222A | 2 |
| Photograph a line image | PP223A | 2 |
| Produce pages using a page layout application | PP224A | 2 |
| Produce graphics using a graphics application | PP225A | 2 |
| Produce interactive PDF files | PP226A | 2 |
| Produce online PDF files | PP227A | 2 |
| Manually combine spot colour and basic four colour images | PP231A | 2 |
| Electronically combine and assemble data | PP232A | 2 |
| Output images | PP252A | 2 |
| Proof images | PP260A | 2 |
| Produce relief plates | PP266A | 2 |
| Produce offset lithographic plates | PP267A | 2 |
| Make photopolymer plates (flexographic) | PP268A | 2 |
| Produce photopolymer plates for pad printing | PP269A | 2 |
| Make gravure cylinders manually | PP272A | 2 |
| Design basic carton | PP281A | 2 |
| Prepare artwork for screen printing | PP283A | 2 |
| Use drawing techniques to represent the object or idea | CUVCOR07A | 2 |
| Develop a detailed design concept | PP311A | 3 |

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| | Units | Points |
|---|--------------|---------------|
| Produce a typographic image | PP321A | 3 |
| Digitise images for reproduction | PP322A | 3 |
| Photograph and produce halftone images | PP323A | 3 |
| Create pages using a page layout application | PP324A | 3 |
| Create graphics using a graphics application | PP325A | 3 |
| Generate high-end PDF files | PP328A | 3 |
| Manually combine complex four colour images | PP331A | 3 |
| Electronically combine complex images | PP333A | 3 |
| Prepare an imposition format for printing processes | PP334A | 3 |
| Output complex images | PP352A | 3 |
| Undertake special colour proofing | PP360A | 3 |
| Produce multiple image plates | PP370A | 3 |
| Make gravure cylinders electronically | PP372A | 3 |
| Produce computer image for screen printing | PP382A | 3 |
| Operate a database for digital printing | PP385A | 3 |
| Undertake digital proofing | PP386A | 3 |
| Transfer digital files | PP395A | 3 |
| Create 2D digital animation | CUFIMA03A | 3 |
| Apply the design process to 2 dimensional work in response to a brief | CUVDES02A | 3 |
| Integrate colour theory and design processes in response to a brief | CUVDES04A | 3 |
| Create a simple markup language document to specification | ICAITB135A | 3 |
| Make a presentation | BSBMKG407A | 4 |
| Undertake a complex design brief | PP411A | 4 |
| Compose and evaluate typography | PP421A | 4 |
| Digitise complex images for reproduction | PP422A | 4 |
| Apply to colour to design brief | PP423A | 4 |
| Manage colour | PP430A | 4 |
| Generate complex imposition | PP435A | 4 |
| Output complex images direct to plate or press | PP452A | 4 |
| Design complex carton | PP481A | 4 |
| Set up and operate automated workflow | PP484A | 4 |
| Develop a digital data template | PP485A | 4 |
| Develop document information structure | PP494A | 4 |

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| | Units | Points |
|--|--------------|---------------|
| Use typography techniques for design work | CUVCRS05A | 4 |
| Apply a web authoring tool to convert client data | ICAITU207A | 4 |
| Multimedia (MM) | | |
| Apply knowledge and requirements of the multimedia sector | KN15A | 3 |
| Access and use the internet | MM263A | 2 |
| Create and test a CD and ROM/DVD | MM296A | 2 |
| Use an authoring tool to create an interactive sequence | CUFMEM01A | 2 |
| Capture a digital image | MM321A | 3 |
| Edit a digital image | MM322A | 3 |
| Manipulate and incorporate audio into multimedia presentations | MM344A | 3 |
| Incorporate video into multimedia presentations | MM346A | 3 |
| Create 2 dimensional digital animations | CUFIMA03A | 3 |
| Update web pages | CUFMEM12A | 3 |
| Apply the design process to 2 dimensional work in response to a brief | CUVDES02A | 3 |
| Create a simple markup language document to specification | ICAITB135A | 3 |
| Build client relationships | BSBMKG406A | 4 |
| Create an extensible document | MM491A | 4 |
| Create an extensible style sheet | MM492A | 4 |
| Address copyright | CUFADM02A | 4 |
| Create 3 dimensional digital animation | CUFIMA04A | 4 |
| Integrate and use scripting language in authoring a multimedia product | CUFMEM03A | 4 |
| Apply principles of visual design and communication to the development of a multimedia product | CUFMEM07A | 4 |
| Create dynamic pages | ICAITB165A | 4 |
| Use development software and IT tools to build a basic website to specification | ICAITB169A | 4 |
| Develop cascading style sheets (CSS) | ICAITB171A | 4 |
| Ensure website content meets appropriate technical protocols and standards | ICAITI189A | 4 |
| Apply a web authoring tool to convert client data | ICAITU207A | 4 |
| Manage multimedia production | MM581A | 5 |

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| | Units | Points |
|--|--------------|---------------|
| Manage multimedia projects | MM582A | 5 |
| Manage personal work priorities and professional development | BSBFLM401B | 5 |
| Create 3 dimensional digital models and images | CUFIMA05A | 5 |
| Create titles for screen production | CUFIMA07A | 5 |
| Author a multimedia product | CUFMEM02A | 5 |
| Test a multimedia product | CUFMEM04A | 5 |
| Apply principles of instructional design to a multimedia product | CUFMEM08A | 5 |
| Design and create a multimedia interface | CUFMEM10A | 5 |
| Design the navigation for a multimedia product | CUFMEM11A | 5 |
| Analyse and describe material | CULLB505A | 5 |
| Integrate a database with a website | ICAITB180A | 5 |
| Analyse information and assign meta-tags | ICAITB210A | 5 |
| Develop and implement visual effects designs | CUFIMA06A | 6 |
| Apply principles of game design to a multimedia product | CUFMEM09A | 6 |
| Converting finishing (CF) | | |
| Apply knowledge and requirements of mail house | KN18A | 3 |
| Apply knowledge and process of converting paper-based products | KN19A | 3 |
| Apply knowledge and requirements of the converting, binding and finishing sector | KN13A | 3 |
| Operate inline mail machine | CF105A | 1 |
| Handling mail | CF202A | 2 |
| Collate and insert mail manually | CF203A | 2 |
| Operate addressing machine | CF204A | 2 |
| Set up and operate a cheque mailer machine | CF208A | 2 |
| Set up and operate in-line mail machine | CF209A | 2 |
| Set up and run machine for sewing | CF2101A | 2 |
| Set up single faced web | CF2104A | 2 |
| Set up double faced web | CF2106A | 2 |
| Produce basic converted or finished product | CF220A | 2 |
| Set up and produce basic guillotined product | CF221A | 2 |
| Set up and operate inline cutter | CF222A | 2 |
| Set up machine for cutting (trimming) | CF223A | 2 |

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| | Units | Points |
|--|--------------|---------------|
| Produce cut (trimmed) product | CF224A | 2 |
| Set up machine for basic flat bed die cutting or embossing | CF225A | 2 |
| Produce basic flat bed die cut or embossed product | CF226A | 2 |
| Set up machine for basic rotary die cutting or embossing | CF227A | 2 |
| Produce basic rotary die cut or embossed product | CF228A | 2 |
| Set up machine for basic flat bed cutting | CF231A | 2 |
| Produce basic flat bed cut product | CF232A | 2 |
| Set up machine for basic rotary cutting | CF235A | 2 |
| Produce basic rotary cut rotary product | CF236A | 2 |
| Set up machine for basic single or continuous folding | CF241A | 2 |
| Produce basic single or continuous folded product | CF242A | 2 |
| Set up machine for basic collating or inserting (sheet/section) | CF243A | 2 |
| Produce basic collated or inserted (sheet/section) product | CF244A | 2 |
| Set up and produce hand collated or inserted product | CF245A | 2 |
| Set up machine for basic adhesive, mechanical or thermal fastening | CF261A | 2 |
| Produce basic adhesive, mechanical or thermal fastened product | CF262A | 2 |
| Set up and produce hand fastened product | CF263A | 2 |
| Set up machine for laminating | CF281A | 2 |
| Produce basic laminated product | CF282A | 2 |
| Set up profile cutting for envelope manufacture | CF294A | 2 |
| Clean sack and bag machines | CF297A | 2 |
| Run and monitor sack and bag machines | CF298A | 2 |
| Manually sort mail and or parcels | TDTA4101A | 2 |
| Consolidate mail | TDTA4301A | 2 |
| Stream mail | TDTA4701A | 2 |
| Organise personal work priorities and development | BSBCM302A | 3 |
| Run and monitor in-line tube making for sack or bag manufacture | CF3100A | 3 |
| Run and monitor in-line bottom making machine for sack or bag manufacture | CF3101A | 3 |
| Set up and monitor in-line scoring, folding and gluing for sack or bag manufacture | CF3102A | 3 |

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| | Units | Points |
|--|--------------|---------------|
| Run and monitor envelope manufacturing machines | CF3103A | 3 |
| Produce single faced web | CF3105A | 3 |
| Produce double faced web | CF3107A | 3 |
| Prepare for cutting forme and stripper making | CF311A | 3 |
| Set cutting forme and strippers | CF312A | 3 |
| Produce complex converted or finished product | CF320A | 3 |
| Set up and produce complex guillotined product | CF321A | 3 |
| Undertake pre make ready for die cutting | CF326A | 3 |
| Set up machine for complex rotary die cutting or embossing | CF327A | 3 |
| Produce complex rotary die cut or embossed product | CF328A | 3 |
| Set up machine for complex sequenced or multiple folding | CF341A | 3 |
| Produce complex sequenced or multiple folded product | CF342A | 3 |
| Set up machine for complex collating or inserting (sheet/ section/ reel) | CF343A | 3 |
| Produce complex collated or inserted (sheet/ section/ reel) product | CF344A | 3 |
| Set up machine for complex adhesive, mechanical or sewn fastening | CF361A | 3 |
| Produce complex adhesive, mechanical or sewn fastened product | CF362A | 3 |
| Set up and product hand made box | CF369A | 3 |
| Decorate paper | CF371A | 3 |
| Set up machine for complex laminating | CF381A | 3 |
| Produce complex laminated product | CF382A | 3 |
| Use electronic monitoring systems (converting and finishing) | CF391A | 3 |
| Produce product on window gluer | CF392A | 3 |
| Set up machine for envelope manufacture | CF393A | 3 |
| Set up and operate folder gluer machine | CF395A | 3 |
| Set up in-line scoring, folding and gluing for envelope manufacture | CF396A | 3 |
| Set up in-line bottom making machine for sack or bag manufacture | CF398A | 3 |
| Set up in-line tube making machine for sack or bag manufacture | CF399A | 3 |
| Operate computerised mail and parcels sorting | TDTW601A | 3 |

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| | Units | Points |
|--|--------------|---------------|
| equipment | | |
| Set up and load in-line smart card machine | CF406A | 4 |
| Operate smart card machine and pack product | CF407A | 4 |
| Set up machine for complex flat bed die cutting or embossing | CF425A | 4 |
| Produce complex flat bed die cut or embossed product | CF426A | 4 |
| Set up and produce hand bound book | CF465A | 4 |
| Restore books | CF467B | 4 |
| Screen printing (SP) | | |
| Reclaim screen automatically | SP211A | 2 |
| Prepare screen | SP215A | 2 |
| Prepare substrate | SP221A | 2 |
| Prepare and cut screen print substrate | SP222A | 2 |
| Prepare film for screen printing | SP223A | 2 |
| Prepare stencil using computer or hand cut method | SP231A | 2 |
| Manually prepare direct emulsion stencil | SP233A | 2 |
| Prepare stencil using photographic indirect method | SP235A | 2 |
| Manually prepare and produce screen prints | SP270A | 2 |
| Manually produce basic screen prints | SP271A | 2 |
| Semi-automatically produce basic screen prints | SP273A | 2 |
| Automatically product basic screen prints | SP275A | 2 |
| Finish screen print products | SP281A | 2 |
| Reclaim screen manually | SP311A | 3 |
| Automatically prepare direct emulsion stencil | SP333A | 3 |
| Prepare stencil using photographic capillary method | SP337A | 3 |
| Prepare stencil using direct projection method | SP339A | 3 |
| Prepare stencil using direct electronic imaging method | SP341A | 3 |
| Prepare machine and drying/curing unit | SP351A | 3 |
| Manually produce complex screen prints | SP371A | 3 |
| Semi-automatically produce complex screen prints | SP373A | 3 |
| Operate a semi-automatic screen printing machine | SP374A | 3 |
| Automatically produce complex screen prints | SP375A | 3 |
| Operate an automatic screen printing machine | SP376A | 3 |
| Produce computer image for screen printing | SP382A | 3 |

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| | Units | Points |
|--|--------------|---------------|
| Ink manufacture (IM) | | |
| Select and prepare materials for production | IM211A | 2 |
| Blend chemicals | IM221A | 2 |
| Filter and pack product | IM251A | 2 |
| Manufacture inks and coatings | IM331A | 3 |
| Manufacture varnish and resin | IM335A | 3 |
| Maintain the laboratory fit for purpose | PMLMAIN300B | 3 |
| Perform basic tests | PMLTEST300B | 3 |
| Prepare work solutions | PMLTEST303B | 3 |
| Obtain representative samples in accordance with sampling plan | PMLSAMP400B | 4 |
| Prepare, standardise and use solutions | PMLTEST402B | 4 |

Part B—Support competencies which may be relevant to employees working in various sectors of the industry

| | Units | Points |
|---|--------------|---------------|
| Prepare, load and unload reels and cores on and off machine | SU201A | 2 |
| Prepare, load and unload product on and off machine | SU202A | 2 |
| Prepare and maintain the work area | SU203A | 2 |
| Prepare machine for operation (basic) | SU207A | 2 |
| Update and monitor machines (basic) | SU208A | 2 |
| Prepare ink and additives | SU211A | 2 |
| Prepare coatings and adhesives | SU212A | 2 |
| Inspect quality against required standards | SU216A | 2 |
| Pack and dispatch product | SU221A | 2 |
| Pack and dispatch solid waste | SU222A | 2 |
| Perform basic machine maintenance | SU224A | 2 |
| Perform small machine maintenance | SU225A | 2 |
| Lift loads mechanically | SU235A | 2 |
| Shift loads mechanically | SU236A | 2 |
| Undertake warehouse or stores material processing | SU241A | 2 |
| Reconcile process outputs | SU243A | 2 |
| Maintain a safe work environment | SU260A | 2 |
| Follow OH&S practices and identify environmental hazards | SU261A | 2 |

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| | Units | Points |
|--|--------------|---------------|
| Communicate in the workplace | SU262A | 2 |
| Perform basic industry calculations | SU263A | 2 |
| Provide basic instruction for a task | SU271A | 2 |
| Enter data into electronic system | SU280A | 2 |
| Use computer systems | SU281A | 2 |
| Deliver a service to customers | BSBCM208A | 2 |
| Prepare ink and additives (advanced) | SU311A | 3 |
| Pack and dispatch (advanced) | SU321A | 3 |
| Dispose of waste | SU323A | 3 |
| Undertake inventory procedures | SU342A | 3 |
| Purchase materials and schedule deliveries | SU345A | 3 |
| Undertake basic production scheduling | SU351A | 3 |
| Plan operational processes | SU352A | 3 |
| Apply quick changeover procedures | SU357A | 3 |
| Communicate as part of a work team | SU362A | 3 |
| Operate and maintain computer resources | SU381A | 3 |
| Undertake basic root cause analysis | SU389A | 3 |
| Deliver and monitor a service to customers | BSBCM310A | 3 |
| Support innovation and change | BSBCM312A | 3 |
| Support continuous improvement systems and processes | BSBFLM309B | 3 |
| Perform laboratory quality tests of materials and finished product | SU417A | 4 |
| Supervise and schedule work of others | SU455A | 4 |
| Control production | SU456A | 4 |
| Monitor production workflow | SU458A | 4 |
| Provide customer support and education | SU464A | 4 |
| Troubleshoot and optimise materials and machinery | SU482A | 4 |
| Implement a Just in Time (JIT) system | SU485A | 4 |
| Mistake proof a production process | SU486A | 4 |
| Analyse manual handling processes | SU487A | 4 |
| Ensure process improvements are sustained | SU488A | 4 |
| Apply quality assurance techniques—Advanced | AUM2402A | 4 |
| Profile a target audience | BSBADV401A | 4 |
| Develop work priorities | BSBCM402A | 4 |
| Co-ordinate implementation of customer service strategies | BSBCM410A | 4 |

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| | Units | Points |
|--|--------------|---------------|
| Promote innovation and change | BSBCMN412A | 4 |
| Implement operational plan | BSBFLM405B | 4 |
| Implement continuous improvement | BSBFLM409B | 4 |
| Promote team effectiveness | BSBFLM412A | 4 |
| Profile the market | BSBMKG401A | 4 |
| Plan assessment | BSZ401A | 4 |
| Conduct assessment | BSZ402A | 4 |
| Review assessment | BSZ403A | 4 |
| Train small groups | BSZ404A | 4 |
| Plan and promote a training program | BSZ405A | 4 |
| Plan a series of training sessions | BSZ406A | 4 |
| Deliver training sessions | BSZ407A | 4 |
| Review training | BSZ408A | 4 |
| Manage sales and service delivery | WRR02B | 4 |
| Set and apply quality standards | SU506A | 5 |
| Prepare production costing estimates | SU553A | 5 |
| Manage teams | SU554A | 5 |
| Implement and monitor OH&S | SU561A | 5 |
| Troubleshoot and optimise production processes | SU583A | 5 |
| Determine and improve process capability | SU584A | 6 |

Schedule D—School-based Apprentices

[Varied by [PR988364](#)]

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—National Training Wage

[Varied by [PR988364](#); substituted by [PR994528](#) ppc 01Jan10; varied by [PR997905](#), [PR509057](#)]

E.1 Title

This is the *National Training Wage Schedule*.

E.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

E.3 Coverage

- E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix E1 to this schedule or by clause E.5.4 of this schedule.
- E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix E1 to this schedule.
- E.3.3** This schedule does not apply to the apprenticeship system or to 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.
- E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

E.5 Minimum Wages

[E.5 substituted by [PR997905](#), [PR509057](#) ppc 01Jul11]

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 264.70 | 291.60 | 347.40 |
| Plus 1 year out of school | 291.60 | 347.40 | 404.30 |
| Plus 2 years out of school | 347.40 | 404.30 | 470.50 |
| Plus 3 years out of school | 404.30 | 470.50 | 538.70 |
| Plus 4 years out of school | 470.50 | 538.70 | |
| Plus 5 or more years out of school | 538.70 | | |

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | Per week | per week |
| | \$ | \$ | \$ |
| School leaver | 264.70 | 291.60 | 338.10 |
| Plus 1 year out of school | 291.60 | 338.10 | 388.80 |
| Plus 2 years out of school | 338.10 | 388.80 | 456.00 |
| Plus 3 years out of school | 388.80 | 456.00 | 520.10 |
| Plus 4 years out of school | 456.00 | 520.10 | |
| Plus 5 or more years out of school | 520.10 | | |

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

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| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 264.70 | 291.60 | 338.10 |
| Plus 1 year out of school | 291.60 | 338.10 | 380.50 |
| Plus 2 years out of school | 338.10 | 380.50 | 425.00 |
| Plus 3 years out of school | 380.50 | 425.00 | 473.60 |
| Plus 4 years out of school | 425.00 | 473.60 | |
| Plus 5 or more years out of school | 473.60 | | |

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship | Second and subsequent years of traineeship |
|-------------------|----------------------------------|---|
| | per week | per week |
| | \$ | \$ |
| Wage Level A | 559.40 | 581.10 |
| Wage Level B | 539.70 | 560.40 |
| Wage Level C | 491.20 | 509.80 |

E.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 8.71 | 9.60 | 11.43 |
| Plus 1 year out of school | 9.60 | 11.43 | 13.30 |
| Plus 2 years out of school | 11.43 | 13.30 | 15.48 |
| Plus 3 years out of school | 13.30 | 15.48 | 17.72 |
| Plus 4 years out of school | 15.48 | 17.72 | |
| Plus 5 or more years out of school | 17.72 | | |

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 8.71 | 9.60 | 11.13 |
| Plus 1 year out of school | 9.60 | 11.13 | 12.79 |
| Plus 2 years out of school | 11.13 | 12.79 | 15.00 |
| Plus 3 years out of school | 12.79 | 15.00 | 17.11 |
| Plus 4 years out of school | 15.00 | 17.11 | |
| Plus 5 or more years out of school | 17.11 | | |

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

| | Highest year of schooling completed | | |
|----------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 8.71 | 9.60 | 11.13 |
| Plus 1 year out of school | 9.60 | 11.13 | 12.52 |
| Plus 2 years out of school | 11.13 | 12.52 | 13.98 |
| Plus 3 years out of school | 12.52 | 13.98 | 15.58 |

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|---------------------------|---------------------------|
| | Year 10 per hour \$ | Year 11 per hour \$ | Year 12 per hour \$ |
| Plus 4 years out of school | 13.98 | 15.58 | |
| Plus 5 or more years out of school | 15.58 | | |

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix E1 are as follows when the trainee works ordinary hours:

| Year of schooling | |
|------------------------------------|---------------------------|
| Year 11 or lower per hour \$ | Year 12 per hour \$ |
| 8.71 | 9.60 |

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship per hour \$ | Second and subsequent years of traineeship per hour \$ |
|--------------|--|--|
| Wage Level A | 18.41 | 19.12 |
| Wage Level B | 17.75 | 18.44 |
| Wage Level C | 16.16 | 16.77 |

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix E1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

- E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix E1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

E1.1 Wage Level A

| Training package | AQF certificate level |
|--|--|
| Aeroskills | II |
| Aviation | I II III |
| Beauty | III |
| Business Services | I II III |
| Chemical, Hydrocarbons and Refining | I II III |
| Civil Construction | III |
| Coal Training Package | II III |
| Community Services | II III |
| Construction, Plumbing and Services Integrated Framework | I II III |
| Correctional Services | II III |
| Drilling | II III |
| Electricity Supply Industry—Generation Sector | II III (in Western Australia only) |
| Electricity Supply Industry—Transmission, Distribution and Rail Sector | II |
| Electrotechnology | I II III (in Western Australia only) |
| Financial Services | I II III |
| Floristry | III |
| Food Processing Industry | III |

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| Training package | AQF certificate level |
|--|------------------------------|
| Gas Industry | III |
| Information and Communications Technology | I II III |
| Laboratory Operations | II III |
| Local Government (other than Operational Works Cert I and II) | I II III |
| Manufactured Mineral Products | III |
| Manufacturing | I II III |
| Maritime | I II III |
| Metal and Engineering (Technical) | II III |
| Metalliferous Mining | II III |
| Museum, Library and Library/Information Services | II III |
| Plastics, Rubber and Cablemaking | III |
| Public Safety | III |
| Public Sector | II III |
| Pulp and Paper Manufacturing Industries | III |
| Retail Services (including wholesale and Community pharmacy) | III |
| Telecommunications | II III |
| Textiles, Clothing and Footwear | III |
| Tourism, Hospitality and Events | I II III |
| Training and Assessment | III |
| Transport and Distribution | III |
| Water Industry (Utilities) | III |

E1.2 Wage Level B

| Training package | AQF certificate level |
|--|------------------------------|
| Animal Care and Management | I II III |
| Asset Maintenance | I II III |
| Australian Meat Industry | I II III |
| Automotive Industry Manufacturing | II III |
| Automotive Industry Retail, Service and Repair | I II III |
| Beauty | II |
| Caravan Industry | II III |
| Civil Construction | I |
| Community Recreation Industry | III |
| Entertainment | I II III |
| Extractive Industries | II III |
| Fitness Industry | III |
| Floristry | II |
| Food Processing Industry | I II |
| Forest and Forest Products Industry | I II III |
| Furnishing | I II III |
| Gas Industry | I II |
| Health | II III |
| Local Government (Operational Works) | I II |
| Manufactured Mineral Products | I |

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| Training package | AQF certificate level |
|---|------------------------------|
| | II |
| Metal and Engineering (Production) | II III |
| Outdoor Recreation Industry | I II III |
| Plastics, Rubber and Cablemaking | II |
| Printing and Graphic Arts | II III |
| Property Services | I II III |
| Public Safety | I II |
| Pulp and Paper Manufacturing Industries | I II |
| Retail Services | I II |
| Screen and Media | I II III |
| Sport Industry | II III |
| Sugar Milling | I II III |
| Textiles, Clothing and Footwear | I II |
| Transport and Logistics | I II |
| Visual Arts, Craft and Design | I II III |
| Water Industry | I II |

E1.3 Wage Level C

| Training package | AQF certificate level |
|----------------------------------|------------------------------|
| Agri-Food | I |
| Amenity Horticulture | I II III |
| Conservation and Land Management | I II III |
| Funeral Services | I II III |
| Music | I II III |
| Racing Industry | I II III |
| Rural Production | I II III |
| Seafood Industry | I II III |

Schedule F—Supported Wage System

[Varied by [PR988364](#), [PR994528](#), [PR998748](#), [PR510670](#)]

F.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

F.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

F.3 Eligibility criteria

F.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

F.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

F.4 Supported wage rates

F.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| Assessed capacity (clause F.5) | Relevant minimum wage |
|---------------------------------------|------------------------------|
| % | % |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

[F.4.2 varied by [PR994528](#), [PR998748](#), [PR510670](#) ppc 01Jul11]

F.4.2 Provided that the minimum amount payable must be not less than \$75 per week.

F.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

F.5 Assessment of capacity

F.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

F.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

F.6 Lodgement of SWS wage assessment agreement

[F.6.1 varied by [PR994528](#) from 01Jan10]

F.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

[F.6.2 varied by [PR994528](#) from 01Jan10]

F.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the

award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

F.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

F.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

F.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

F.10 Trial period

F.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

F.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[F.10.3 varied by [PR994528](#), [PR998748](#), [PR510670](#) ppc 01Jul11]

F.10.3 The minimum amount payable to the employee during the trial period must be no less than \$75 per week.

F.10.4 Work trials should include induction or training as appropriate to the job being trialled.

F.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause F.5.