

# Journalists Published Media Award 2010

The above award was first made on 4 September 2009 [[PR988779](#)]

This consolidated version of the award includes variations made on 16 December 2009 [[PR991575](#)]; 20 January 2010 [[PR992497](#)]; 26 March 2010 [[PR994458](#)]; 4 June 2010 [[PR997772](#)]; 22 June 2010 [[PR998178](#)], 22 June 2010 [[PR997939](#)]; 10 November 2010 [[PR503756](#)]; 6 December 2010 [[PR503700](#)]; 20 June 2011 [[PR509098](#)]; 21 June 2011 [[PR509220](#)]

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 *Journalists Published Media Award 2010*.

### 2. Commencement and transitional

[Varied by [PR991575](#)]

- 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 [PR994458](#), [PR997772](#), [PR503700](#)]

#### 3.1 In this award, unless the contrary intention appears:

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

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

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

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

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

**cadet** means an employee who is constantly or regularly in training for journalism, press photography or editorial art and who has not become classified as an award level employee

**country non-daily newspaper** means a newspaper published on less than five days a week and which is principally distributed within a regional area, other than a metropolitan area of a capital city

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

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

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

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

**editorial employees** include reporters, writers, photographers, sub-editors, cartoonists, artists, video journalists, moderators of blogs on news websites, editorial content producers for online publications, chiefs of staff, picture editors, designers and production managers

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

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

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

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

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

**metropolitan daily newspaper** means a newspaper published Monday to Saturday or published only on a Sunday and which is principally distributed throughout the metropolitan area of one or more capital cities or the metropolitan areas of Newcastle or Wollongong

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

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

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**photographer** means a person who takes and where necessary prepares photographs for reproduction in a publication published by an employer

**published media industry** means the industry concerned with the publication of newspapers, magazines, periodicals, journals and online publications, and the provision of wire services

**regional daily newspaper** means a newspaper which is published on more than four days a week and which is principally distributed within a regional area, other than a metropolitan area of a capital city or the metropolitan areas of Newcastle or Wollongong

**specialist publication** means a publication published by an employer that employs 20 or fewer editorial employees other than a regional daily newspaper, country non-daily newspaper, suburban newspaper or metropolitan daily newspaper

**standard rate** means the minimum weekly wage for a Level 3 employee in clause 14—Minimum wages

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

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

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

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

- 3.2 Where this award refers to an employee working on an employer's print publication (such as a metropolitan daily newspaper or a regional daily newspaper), it includes a reference to an employee employed by that employer on the print publication's associated online publication.
- 3.3 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## 4. Coverage

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

- 4.1** This award covers employers throughout Australia in the published media industry with respect to their employees engaged in journalism in its literary, artistic and photographic branches and/or the gathering, writing or preparing of news matter or news commentaries, and their employees in the classifications listed in clause 13—Classifications to the exclusion of any other modern award.
- 4.2** Without limiting the generality of the foregoing, this award does not cover employers covered by the following awards with respect to employees covered by the awards:
- (a) *Graphic Arts, Printing and Publishing Award 2010*;
  - (b) *Broadcasting and Recorded Entertainment Award 2010*; or
  - (c) *Clerks—Private Sector Award 2010*.
- 4.3** The award does not cover an employee excluded from award coverage by the Act.
- 4.4** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5** The award does not cover an employer bound by an enterprise award with respect to any employee whose position is exempted from the coverage of the enterprise award.

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

- 4.6** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.7** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

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

- 4.8** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.
- 4.9** The award does not cover employees employed in the following positions:
- (a) editor, editor in chief and chief of staff of a metropolitan daily newspaper; and
  - (b) Nationally:
    - (i) on a national metropolitan daily newspaper: six positions;

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

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- (iii) on any other associated publication including an online publication: one position;
- (i) in the Northern Territory:
  - (i) on a metropolitan daily newspaper published in the Northern Territory: one position;
  - (ii) on any other associated publication including an online publication: one position;
- (j) in the Australian Capital Territory:
  - (i) on a metropolitan daily newspaper published in the Australian Capital Territory: four positions;
  - (ii) on a separately published metropolitan Sunday newspaper: one position;
  - (iii) on any other associated publication including an online publication: one position;
- (k) in a magazine publishing business that employs more than 20 editorial employees:
  - (i) any employee (below the level of publisher) who has principal responsibility for the editorial aspect of more than one magazine published by the employer, including without limitation an editor in chief;
  - (ii) any employee (below the level of publisher) who has principal responsibility for the artistic aspect of more than one magazine published by the employer, including without limitation an art director;
  - (iii) photographic manager;
  - (iv) on any weekly magazine: two positions;
  - (v) the editor on any other magazine;
- (l) in a regional daily newspaper business, the editor and:
  - (i) the next most senior editorial employee employed in a regional daily newspaper published in Albury, Geelong or Launceston;
  - (ii) the next two most senior editorial employees employed in a regional daily newspaper published in Townsville;
  - (iii) the next three most senior editorial employees employed in a regional daily newspaper published on the Gold Coast;

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

- (m) in an online publishing business (that is not an associated publication of a print publication) that employs more than 20 editorial employees:
  - (i) any employee (below the level of publisher) who has principal responsibility for the editorial or artistic aspect of more than one online



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publication published by the employer, including an editor in chief or art director;

- (ii) the editor of any online publication;

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

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

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

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

- (a) an employee employed on an online publication other than those employees described in clause 3.2; or
- (b) an employee classified as:
  - (i) Levels 12 or 13;
  - (ii) Level 10 by a suburban newspaper; or
  - (iii) Level 9 by a country non-daily newspaper.

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

**4.11** The overtime provisions applying to part-time and casual employees at clauses 10.2(e), 10.2(f), 10.3(c) and 10.3(d) will not apply to employees referred to in clause 4.10.

**4.12** Provided that, all the employees referred to in clause 4.10 will be given at least two days off in each week in accordance with clause 19.8. The provisions of clause 22.4 will apply to an employee not given two days off.

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

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

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

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

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

## **7. 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

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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 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. Consultation regarding major workplace change**

#### **8.1 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.

#### **8.2 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 8.1, 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 8.1.
- (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.

## **9. Dispute resolution**

- 9.1** 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.
- 9.2** 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 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4** 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.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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

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

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

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

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

- (a) A part-time employee is an employee who is employed on a continuing basis but is engaged to work an average of less than 38 ordinary hours per week.
- (b) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.
- (c) A part-time employee will receive pro rata rates of pay and pro rata conditions of employment.
- (d) The weekly hours of employment, including starting and finishing times, will be as agreed between the employee and the employer. However, the employer may change the hours of work by providing seven days' notice in writing,

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provided that there is no change to the total agreed number of ordinary hours of work.

- (e) An employer may ask a part-time employee to work at times other than those agreed in case of an emergency or a shortage of staff through sickness or other causes which cannot reasonably be foreseen. In this case the employer must give the employee as much notice as possible and will, within the same or the succeeding week, grant to such an employee time off duty to compensate for the additional time worked.
- (f) All time worked in excess of the agreed hours (except as provided for in clause 10.2(e) or as varied in accordance with clause 10.2(d)) will be overtime and must be paid at the rate of time and a half for the first three hours and double time thereafter.

### 10.3 Casual employment

- (a) A casual employee is an employee who is engaged by the hour, but on each occasion must be engaged for at least 3.75 hours.
- (b) A casual employee must be paid per hour at the rate of 1/38th of the weekly rate, plus a loading of 25%.
- (c) Casual employees are entitled to overtime for hours worked in excess of:
  - (i) for all employees, 38 hours in a week; and
  - (ii) in the case of employees employed by a metropolitan daily newspaper, 10 hours in a day; and
  - (iii) in the case of employees employed by a magazine, regional daily newspaper, suburban newspaper and country non-daily newspaper, 7.5 hours in a day.
- (d) The overtime rates are time and half for the first two hours and double time thereafter.
- (e) The minimum hourly rate for the calculation of shift penalties and overtime rates for casual employees does not include the casual loading.

## 11. Termination of employment

11.1 Notice of termination is provided for in the NES.

### 11.2 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.

### **11.3 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.

## **12. Redundancy**

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

**12.1** Redundancy pay is provided for in the NES.

### **12.2 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.

### **12.3 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.

### **12.4 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 11.3.

### **12.5 Transitional provisions – NAPSA employees**

[12.5 renamed by [PR503700](#) ppc 01Jan11]

- (a) Subject to clause 12.5(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:

[12.5(a)(i) substituted by [PR994458](#) 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

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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.
- (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) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

### 12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503700](#) ppc 01Jan11]

- (a) Subject to clause 12.6(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
  - (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 12.6 ceases to operate on 31 December 2014.

## Part 4—Minimum Wages and Related Matters

### 13. Classifications

[Varied by [PR503700](#)]

#### 13.1 Cadet journalists

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

### 13.2 Graduate cadet

- (a) An employee with either an appropriate diploma or degree (as determined by the employer) from a tertiary institution will be employed as a graduate cadet.
- (b) The period of cadetship for graduate cadets will not exceed one year, provided training requirements are met, during which the cadet will be paid at the rate for a final year cadet.

### 13.3 Standard cadet

- (a) A standard cadet is a cadet employed as other than a graduate cadet.
- (b) The period of cadetship for standard cadets must not exceed three years, provided training requirements are met. In calculating the period of cadetship, experience as a cadet will be regarded as continuous despite a cadet having been employed by several employers.

### 13.4 Training of cadets

- (a) A cadet journalist will be fully and thoroughly taught and instructed by the employer in practical journalism as it operates in the office in which the cadet is employed. An experienced person will supervise the training of the cadet. The training will include the handling of news from its collection to its publication. Cadets in press photography or editorial art will be provided with the appropriate training.
- (b) A cadet journalist will be permitted to be absent during working hours for periods of up to four hours in any week to attend classes approved by the employer. An additional six hours will be granted to attend at an Australian university for a course in journalism or other approved course. Cadets in press photography and editorial art will be permitted to be absent for up to 10 hours a week to attend classes approved by the employer. All fees for the studies prescribed will be paid by the cadet and reimbursed by the employer provided that the cadet's conduct and progress are satisfactory. This provision will not apply where the employer pays the fees. The employer is not required to either reimburse or pay for any amounts owed by the cadet under the Higher Education Contribution Scheme.

### 13.5 Editorial employees

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

#### (a) Band one

Editorial employees classified in band one have completed the training requirements of a cadetship or its equivalent and are gaining experience in a wide range of practical areas and/or undertaking additional training. They normally perform journalistic and photographic duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgment and/or the exercise of more advanced skills. Beginning as a Level 1 artist or photographer, they require decreasing supervision and exercise greater professional judgment and skills to Level 7.



**(b) Band two**

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

**(c) Band three**

Editorial employees classified in band three exercise the highest level of skills and responsibility. Their duties require the exercise of sustained high levels of professional, technical and creative skills of mature and experienced judgment and outstanding levels of individual accomplishment.

**13.6** Classification definitions in clause 13.5 are indicators of skill only and for the purpose of fixing the minimum award rate of pay to which employees are entitled and are not to be applied to restrict the range of work that may be required of an employee.

**13.7** Editorial employees employed:

- (a)** by a country non-daily newspaper cannot be classified above Level 9; and
- (b)** by a regional daily newspaper, suburban newspaper or specialist publication cannot be classified above Level 10.

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

**13.8** An employee covered by a pre-reform award or a notional agreement preserving a State award, other than an enterprise award, immediately prior to the commencement of the operation of this Award, or an employee covered by a Division 2B State award immediately prior to 1 January 2011, will be classified by reference to the translation table set out in Schedule B.

**14. Minimum wages**

[14.1 varied by [PR997939](#), [PR509098](#) 01Jul11]

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

<b>Band</b>	<b>Level</b>	<b>Minimum weekly rate of pay</b>
		\$
One	1	748.80
	2	769.70
	3	802.80
	4	824.30
	5	845.80
	6	889.00
	7	928.00

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<b>Band</b>	<b>Level</b>	<b>Minimum weekly rate of pay</b>
		<b>\$</b>
Two	8	971.10
	9	1035.90
	10	1100.60
Three	11	1133.00
	12	1273.20
	13	1424.10

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

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

## **15. Allowances**

[Varied by [PR992497](#), [PR998178](#), [PR509220](#)]

### **15.1 Reimbursement of expenses**

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

### **15.2 Meal allowance**

[15.2 (a) varied by [PR998178](#), [PR509220](#) ppc 01Jul11]

- (a) If an employee's duty compels them to take more than one meal a day away from their home, any meal or meals in excess of one a day will (unless otherwise paid for or reimbursed by the employer) be paid for by the employer at the rate of \$16.59 for such meal.
- (b) For the purpose of this subclause, **meal** means breakfast, lunch or dinner.
- (c) For the purpose of this subclause, the normal meal break hours are:

Breakfast	6.00 am to 8.00 am
Lunch	12.00 pm to 2.00 pm
Dinner	6.00 pm to 8.00 pm
- (d) An employee will be entitled to payment of one meal allowance in any one day if the employee works through two of the agreed meal break periods in that day or two meal allowances if working through three of the agreed meal break periods.

**15.3 Clothing**

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

**15.4 Transfer**

- (a) An employer must reimburse the following transfer costs where the employer requires an employee permanently to perform their duties in a different city, town, district or State/Territory to the one in which they were previously located:
  - (i) reasonable travelling expenses for the employee and their family; and
  - (ii) the transfer or storage of the employee's furniture and effects.
- (b) An employee who is temporarily transferred must be reimbursed all reasonable expenses for accommodation and travel.

**15.5 Sub-editing procedures and allowance**

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

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

**(a) Sub-editing procedures**

Sub-editing procedures includes activating computer programs to:

- (i) prepare an electronic layout of the page or pages other than the assignment of advertisements; and/or
- (ii) perform complex make-up, which causes headings, text, picture captions, editorial line work and editorial display devices such as rules, borders, stipples, colour tints, panels, graphs, reverses and half tones of news items or feature articles, to be typeset in a single operation in the relative positions described for or assigned to them in an editorial layout and whether typeset as one or more areas, or a full page or pages.

**(b) Sub-editing allowances**

- (i) An allowance of 5% of the employee's minimum award rate is payable to an employee who is employed as a sub-editor performing sub-editing procedures as set out in clause 15.5(a).
- (ii) The allowance will be payable only where an employee works a full shift as a sub-editor.

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- (iii) The allowance will not be payable to an employee who has ceased to be a sub-editor.
- (c) The allowance is not payable where the sub-editing procedures are restricted to activating standard programs which control the typesetting of material, especially tabular material, the layout of which does not vary unless an electronic layout has been prepared and used in the output of other newspaper pages for the edition in which the tabular material appears.
- (d) The allowance will form part of the sub-editor's ordinary rate of pay for all purposes including calculating shift penalties, the appropriate overtime rate and annual leave loading.

### **15.6 Air travel**

When an employee agrees to travel by air other than by regular passenger-carrying service, the employer will reimburse the employee for the cost of taking out additional personal insurance to cover any existing personal insurance policies that would be invalidated by such travel. This does not apply where the employer agrees to indemnify the employee against any invalidation of the employee's personal insurance policies.

### **15.7 Special risks**

- (a) An employee will, if required by the employer, perform any duty which would invalidate their personal insurance policies, or any of them, if the employer indemnifies them against such invalidation.
- (b) Where an employee is so requested, they will immediately inform the employer in writing of the risk of invalidation.
- (c) Upon being informed by the employee as set out above, the employer must indemnify the employee and their dependants against the invalidation, unless the employer, prior to the commencement of the duty in question, informs the employee in writing that they decline to indemnify the employee or their dependants, in which case the employee will be at liberty to decline to perform the duty.

### **15.8 Special risks insurance**

- (a) The employer must either insure the employee, or reimburse the employee for the cost of insuring themselves, against injury or death by accident arising from:
  - (i) any travel by air other than by a regular passenger carrying service; or
  - (ii) any duties performed in a war zone or a zone of warlike operations.
- (b) An employee must be insured for an amount of not less than \$250,000 in the event of death or injury. The proceeds of the policy will be paid to the employee in the event of injury and to the employee's legal personal representative in the event of death.

## 15.9 Spectacle allowance

[15.9 varied by [PR998178](#), [PR509220](#) ppc 01Jul11]

- (a) Where spectacles or a lens change specifically for the use of a computer screen at work is prescribed, the employer will pay the cost of the lens and up to an amount of \$113.45 on the first frames provided that:
  - (i) where the employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of \$113.45 on the first frames; and
  - (ii) the employer will not be liable for the tinted or outdoor component of any lenses.

## 15.10 Use of office vehicles

An employee will, if required by their employer, drive an office-owned car on any assignment, provided that they are made exempt by the employer from financial liability covered by ordinary insurance during the whole period they are in charge of the car.

## 15.11 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable 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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Clothing	Clothing and footwear group
Spectacle allowance	Health Services – optical services sub-group

## 16. Higher duties

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

## 17. Payment of wages

- 17.1 An employer may pay an employee's wages on a weekly, fortnightly or monthly basis by cash, cheque or electronic transfer.
- 17.2 An employer changing from a weekly or fortnightly pay cycle to a monthly pay cycle must provide at least two months' notice of the change to employees.

## 18. Superannuation

[Varied by [PR994458](#)]

### 18.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### 18.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### 18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

### 18.4 Superannuation fund

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

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

- (a) Media Super; or

- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

## Part 5—Hours of Work and Related Matters

### 19. Ordinary hours of work

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

- (a) by employees working 152 ordinary hours over 19 days in a 20 day work cycle;
- (b) by employees working 76 ordinary hours over nine days in a 10 day work cycle; or
- (c) by employees working 38 hours on four days in each five day work cycle.

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

19.3 Where agreement is reached under this clause:

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

and

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

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

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

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

## 19.6 Make-up time

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

## 19.7 Calculation of time worked

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

## 19.8 Days off

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

## 20. Breaks

[Varied by [PR992497](#)]

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



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

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

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

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

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

[Varied by [PR992497](#)]

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

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

- (a) metropolitan daily newspaper, suburban newspaper, a magazine or a wire service—17.5%;
  - (b) regional daily newspaper or a country non-daily newspaper—15%,  
of their minimum hourly rate for each hour of that shift.
- 21.3** The additional rates provided in clauses 21.1 and 21.2 are not cumulative and, where any shift attracts both penalties, the higher percentage only will be paid.
- 21.4** Subject to the provisions of this clause, an employee who is rostered to perform and performs ordinary hours on a shift where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday will be paid an additional 10% of their ordinary rate for that shift. This subclause does not apply to employees employed in a country non-daily newspaper.
- 21.5** The respective additional payments prescribed in this clause will not exceed the amount calculated based on the rate for:
- (a) in the case of employees employed by a metropolitan daily newspaper or a magazine, wire service or regional daily newspaper—Level 8 employee;

- (b) in the case of employees employed by a suburban newspaper—Level 3 employee; or
- (c) in the case of any other employees—Level 6 employee.

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

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

[Varied by [PR992497](#)]

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

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

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

- (a) overtime will be banked to be taken as time off instead at single time;
- (b) time off instead of overtime will be taken as mutually agreed, or by the employer rostering accrued overtime as time off instead, by giving at least 14 days' notice that the employee is required to take such accrued time off instead;

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

[22.3(d) to (g) renumbered as 22.3(c) to (f) by [PR992497](#) from 20Jan10]

- (c) time off instead of overtime not taken within 12 months of the overtime being worked must be paid out at overtime rates;
- (d) on termination of an employee's employment, all untaken time off instead of overtime will be paid out at overtime rates prescribed in clause 22.3(e), subject to the forfeiture for inadequate notice as provided for under clause 11.2;
- (e) where mutually agreed, overtime may be paid as it is worked at the rate of time and a half for the first two hours and double time thereafter; and
- (f) any time allowed off duty instead of overtime will be deemed to be ordinary rostered hours for the day or days on which the time off instead is taken.

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

### **22.5 Insufficient break**

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

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

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

### 22.6 Distant engagements

- (a) Notwithstanding the above, overtime for employees employed in a metropolitan newspaper, wire service or a magazine on a distant engagement will be governed by this subclause.
- (b) A distant engagement is an assignment requiring an employee to spend one or more nights away from the location where they are regularly employed (the place of origin), and on which the employee has at least six hours rest each night.
- (c) **Commencement and ceasing times for distant engagement**
  - (i) Except as provided in clause 22.6(c)(ii), a distant engagement begins from the time of departure on the assignment from the place of origin.
  - (ii) Where an employee is required to commence a distant engagement on a day on which the employee has commenced work but before the employee has completed eight hours of duty, the distant engagement will commence eight hours after the employee commenced work on that day, and the employee will be treated as having worked eight hours on that day in addition to any time worked that day on the distant engagement.
  - (iii) A distant engagement ends at whichever is the later of the time the employee returns to the place of origin, or if the employee performs work in connection with the distant engagement on the day the employee returns to the place of origin, and the time the employee ceases work on that day.
  - (iv) If an employee is required to resume work within 12 hours of completing a distant engagement, the employee will be paid overtime in accordance with clause 22.5.
- (d) **Calculation of ordinary hours of work, overtime, shift penalty payments and treatment of days off on a distant engagement**
  - (i) For the purpose of this subclause, **day** means a period of 24 hours. The calculation of days for a distant engagement will commence from the time the distant engagement commences, with each day comprising successive periods of 24 hours.
  - (ii) Time spent travelling on any day where travel is by means approved by the employer will be deemed hours of duty on that day for the purpose of this subclause. Each employee will be treated as working a minimum of nine hours on any day.

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- (iii) Except as provided in clause 22.6(d)(iv), overtime will only occur where the hours of duty of an employee exceed 38 in seven consecutive days.
- (iv) Work performed without any travel for more than 11 hours (irrespective of any meal break) on any day will be overtime.
- (v) No time will be counted as overtime more than once.
- (vi) All overtime worked on a distant engagement will be either allowed as time off instead (at the rate of hour for hour), or paid at the rate of time and a half for the first eight hours and double time thereafter as determined by the employer.
- (vii) If an employee is called upon to resume duty within 12 hours of completion of a distant engagement, overtime will be paid at the rate of time and a half for all work done before the expiration of the 12 hour break.
- (viii) An employee on a distant engagement will be paid additional loadings in accordance with the provisions of clause 21—Shiftwork and weekend penalties.
- (ix) For the purposes of clause 22.6(d)(viii), ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of clause 22.6(c)(iv).
- (x) When an employee on a distant engagement is not given weekly days off duty to which an employee is entitled under clause 19.8, the employee will be given the days off within 14 days of the cessation of the distant engagement, in addition an employee will be given any day off to which they are entitled in that 14 day period with the days off to be continuous where the employee has been on a distant engagement for a week or more without being given any days off as provided for in clause 19.8.

### **23. Specialist publications**

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

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

- (a) Where an employee, other than a casual employee, is required to work in excess of 38 hours in any week, the employee will be entitled to time off for a period which is the same as the periods of overtime worked.
- (b) This will be taken within six weeks of the end of the week in which the overtime was worked. The employer may determine when this time is taken off.
- (c) If for any reason, this time off is not taken, the employee will be paid for such overtime at the rate of time and one half for the first eight hours overtime and at the rate of double time for all overtime in excess of eight hours in any week.

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

## Part 6—Leave and Public Holidays

### 24. Annual leave

[Varied by [PR992497](#)]

**24.1** Annual leave is provided for in the NES.

**24.2** Notwithstanding clause 24.1, employees required by their employer to work public holidays at ordinary hourly rates of pay who are:

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

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

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

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

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

**24.4** Where an employee is credited an additional amount of annual leave in accordance with clause 24.2, should Christmas Day or Good Friday fall during the employee's annual leave, the employee will be allowed an extra day's annual leave or be paid double time rates for one day.

### 24.5 Annual leave loading

An employee who is entitled to annual leave in accordance with this clause will, in respect of the period of such annual leave, be paid a loading of 17.5% of the base rate of pay prescribed in clause 14—Minimum wages.

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

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

**24.7 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.

**24.8 Annual close-down**

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

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

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

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

**26. Community service leave**

Community service leave is provided for in the NES.

**27. Public holidays**

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

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

**27.3 Employees receiving additional annual leave**

- (a) An employee receiving additional annual leave in accordance with clause 24.2 is required to work on public holidays at ordinary rates of pay, unless directed to take a day of annual leave in accordance with clause 24.2.
- (b) If the employee is required to work on Good Friday or Christmas Day, they are entitled to an additional day off work in the fortnight in which that public holiday occurs. An employee and employer may agree to bank that additional day off to be taken at a later time.

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

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

- (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.

## Schedule A—Transitional Provisions

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

### A.1 General

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

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

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

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

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

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

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

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

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

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



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

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

**First full pay period on or after**

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

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

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

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

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

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

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

**A.4 Loadings and penalty rates**

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

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

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

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

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

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

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

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

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

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

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

**Schedule B—Translation Table**

[Varied by [PR991575](#)]

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

**B.1.2 Band 1**

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

**B.1.3 Band 2**

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

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**B.1.4 Band 3**

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