

From: Abha Devasia [mailto:abha.devasia@amwu.org.au]
Sent: Thursday, 25 May 2017 4:17 PM
To: AMOD
Cc: Margaret Hogan; Michael Nguyen; 'scrilly@seyfarth.com'; 'stephen.smith@aigroup.com.au'
Subject: AM2016/33 Graphic Arts, Printing and Publishing Award 2010

Dear AMOD,

We refer to the above matter.

Please find attached AMWU **exhibit 1**, being extracts of the relevant redundancy clauses relied on by the AMWU in our submissions dated 23 May 2016.

Please do not hesitate to contact us should you have any further questions

Kind regards,

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REDUNDANCY CLAUSES

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AG2013/7950

Rural Press Printing(T/A Capital Fine Print Workplace Agreement

Award/Enterprise Agreement

29. REDUNDANCY

29.1 Subject to the exceptions below, a Permanent Employee will be entitled to a redundancy payment in accordance with clause (29.2) below if:

- the Employer no longer requires the job done by the Employee to be
- done by anyone, except where this is due to the ordinary and customary
- turnover of labour (Redundancy); and
- the Employer terminates the Employee's employment because of the Redundancy.

29.2 For each year of service of the Employee and up to and including ten years of service, four weeks' pay and pro rata for each additional completed quarter year of service, and for each year of service in excess of ten years' service, three weeks' pay and pro rata for each additional completed year of service.

29.3 A Permanent Employee will not be entitled to a redundancy payment under this

Agreement in the following circumstances:

☐ if the Employee rejects an offer of acceptable alternative employment which is made to him/her by the Employer or an associated entity of the Employer, which:

☐ is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than the terms and conditions of the employee immediately prior to the termination of the Employee's employment; and

☐ recognises the employee's service with the Employer for the purpose of leave and other service based entitlements (notice of termination and redundancy pay).

29.4 For the purpose of clause 29.3, the Parties to this Agreement agree that 'acceptable alternative employment' will not include:

a) a position that would require the Employee to move from one major city to another – e.g from Canberra to Sydney;

b) a position for which the Employee would have to change crafts – e.g outside of the printing industry;

c) a position for which the Employee does not have the necessary skills, qualifications or expertise;

d) a position which is not comparable in pay and status,

unless the Employee agrees to accept the position, in which case it will be deemed to be acceptable alternative employment.

AG2016/3995

**Western Australian Newspapers Production Employees
Enterprise Agreement**

Award/Enterprise Agreement

16. REDUNDANCY

In the event of the Company determining the need for redundancies of employees covered by this Agreement, the Company will first consider redeployment or training. Then if necessary the Company will call for voluntary redundancies. Then if there are insufficient volunteers, the Company will implement compulsory redundancies. Redeployment & Retraining

1. While it is acknowledged that such opportunities may be limited, the Company will consider redeployment and retraining options as an alternative to redundancies through consultation between the Company and the Chapel/Union. The Company and the Chapel/Union will use their best endeavours to achieve the above and the Company will not unreasonably withhold redeployment and/or retraining.
2. However, the Company, considering operational requirements, will ultimately determine whether an employee can be redeployed and/or retrained including whether a redundancy in another production department can occur to accommodate such redeployment and/or retraining.
3. Where an employee agrees to be redeployed or retrained into suitable alternative employment within the WAN Group they will not be eligible for redundancy entitlements. If an employee rejects suitable alternative employment within the WAN Group they will not be eligible for compulsory redundancy entitlements.
4. Where the agreed redeployment results in an employee transferring to duties carrying a lower classification wage, the employee will receive the base wage associated with the pre-transfer classification until such time as the base rate of the new classification overtakes the pre-transfer rate. However, payment of all penalty rates will be based on work performed in undertaking the new duties.

Voluntary Redundancy Process

1. The Company will call for expressions of interest for voluntary redundancies in all affected departments.
2. The Company and the Chapel/Union will receive applications within the required timeframe and disclose information to each other on a weekly basis over a period of one month or other period agreed between the Company and the Chapel/Union.

3. If an oversubscription or an under subscription of volunteers from a department occurs the Company and the Chapel/Union will hold further discussions and aim to reach agreement on an appropriate course of action within a period of 7 days.

4. On completion of Step 3 any remaining shortfall of volunteers will result in the compulsory redundancy process being followed.

Voluntary Redundancy Payments

1. Where the Company terminates the employment of a permanent (non-casual) employee for reasons of voluntary redundancy, the Company will pay the employee four weeks' pay for each completed year of service. In the event of an incomplete year of service, employees whose employment is terminated for voluntary redundancy will receive 1 week's pay for each three months of service.

Compulsory Redundancy Process

1. The selection process for compulsory redundancy will be as follows:
 - a) A comparative assessment of all remaining employees' knowledge, skills and abilities as necessary to operate at the reduced labour level will be undertaken.
 - b) The assessment will include a management assessment and a peer assessment. A nonsupervisory employee elected by each department's employees will conduct the peer assessment.
 - c) Where two or more employees are deemed equally suitable for roles at the reduced labour level the Company and the Chapel/Union will confer to reach a determination within a period of 7 days as to who will be made redundant.

Compulsory Redundancy Payments

1. Where the Company terminates the employment of a permanent (non-casual) employee for reasons of compulsory redundancy, the Company will pay the employee four weeks' pay for each completed year of service. In the event of an incomplete year of service, employees whose employment is terminated for compulsory redundancy will receive 1 week's pay for each three months of service.
2. In addition to the redundancy payment set out in 'Compulsory Redundancy Payments-subclause 1', permanent (non-casual) employees whose employment is terminated for compulsory redundancy, will receive a vocational re-skilling payment of \$40,000.
3. Any employee employed on or after 1 October 2012 will not qualify for the vocational re-skilling payment.

Fixed-term I Task Employees

1. Fixed-term employees employed for a specified period of time and/or specified task, or employees undertaking a training arrangement for a specified timeframe, will not be eligible

to any of the redundancy payments set out in the 'Voluntary Redundancy Payments' and 'Compulsory Redundancy Payments' clauses. Casual Employees

2. Casual employees will not be eligible to any of the redundancy entitlements set out in the 'Voluntary Redundancy Payments' and 'Compulsory Redundancy Payments' clauses.

Calculation of Redundancy Payments

3. For the purpose of calculating the redundancy payments in 'Voluntary Redundancy Payments - subclause 1' and 'Compulsory Redundancy Payments - subclause 1', a 'week's pay' includes shift loadings, margins and weekend penalty payments, averaged over the previous year's service, but excludes overtime.

4. 5. Redundancy payments for part-time staff will be paid on a pro-rata basis according to the average of ordinary hours worked over the preceding 12 months.

6. 7. Redundancy payments are gross payments and will be subject to taxation deductions as required by legislation.

Notice Period

1. Employees to be made redundant will, in addition to their other redundancy entitlements under this Clause 34, receive notice or payment in lieu of notice as set out in Clause 8- Terms of Employment.

Job Search Entitlement

1. Employees to be made redundant will receive reasonable time off to attend job interviews at the discretion of the Company and subject to operational requirements.

Long Service Leave

1. All employees who receive a redundancy payment will also receive pro-rata long service leave in accordance with legislative requirements.

Serious Misconduct

1. Employees whose employment is terminated for serious misconduct will not be eligible for redundancy entitlements.

Transfer of Business

1. Where an employee is offered suitable alternative employment with a new employer, due to a transfer of business, the employee will not be eligible for redundancy payments.

2. For the purposes of 'Transfer of Business - subclause 1', a 'transfer of business' occurs in the circumstances set out in section 311 of the Fair Work Act 2009 (Cth) (for example: where there is a sale of the Company's business to a third party).

Suitable Alternative Employment

For the purposes of this Clause 34, 'suitable alternative employment' means employment: a. on terms and conditions (including skill set) substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Company; and b. where the employee's length of service with the Company is recognised.

National Employment Standards 1. A redundancy payment made under this Agreement is in lieu of any other redundancy payment required by legislation.

Consultation

The processes outlined in this clause are in lieu of the processes set out in Clause 33- Introduction of Change Procedure.

Duration of Entitlements

1. The above redundancy entitlements reflect the economic circumstances of the Company, only apply for the term of this Agreement and replace all prior arrangements in relation to redundancy.

AG2013/ 10627

**Rural Press Printing Ballarat Employees Enterprise
Agreement**

Award/Enterprise Agreement

4.9.4 Redundancy

- a)** An Employee made redundant will receive compensation on the basis of four week's base rate of pay for each continuous completed year of service, or prorate on the basis of 1/4 years of service.
- b)** Employment as a junior or apprentice will be included in the calculation of completed years of employment.
- c)** An Employee will not be entitled:
 - i. to a payment greater than they would have received in wages had they remained in employment until the age when that person is entitled to a pension.
 - ii. to the period of notice provided under 4.8.1.
- d)** Any Employee made redundant will receive:
 - i. All accrued annual leave entitlements;
 - ii. Superannuation entitlements;
 - iii. Long service leave in accordance with legislation.

4.9.5 For the purpose of this clause base rate of pay means the skill level rate, excluding overtime, but including shift allowances, personal margins, service payments and weekend penalties.

**AG 2016/2030
Nth Richmond
SMH**

**Rural Press Printing North Richmond Enterprise
Agreement**

Award/Enterprise Agreement

26. REDUNDANCY

(a) Subject to the exceptions below, a Permanent Employee will be entitled to a redundancy payment in accordance with clause (b) below if: - 18-

- the Company no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour (Redundancy); and
- the Company terminates the Employee's employment because of the Redundancy.

(b) For each year of service of the Employee and up to and including ten years of service, four weeks' pay and pro rata for each additional completed quarter year of service, and for each year of service in excess of ten years' service, three weeks' pay and pro rata for each additional completed year of service.

(c) A Permanent Employee will not be entitled to a redundancy payment under this Agreement in the following circumstances:

- if the Employee rejects an offer of acceptable alternative employment which is made to him/her by the Company or a third party (including, but not limited to, an associated entity of the Company) which:
 - i. is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than the terms and conditions of the employee immediately prior to the termination of the Employee's employment; and
 - ii. recognises the employee's service with the Company for the purpose of leave and other service based entitlements (notice of termination and redundancy pay).

(d) Payments provided for under the termination of employment and redundancy clauses (if applicable) are in satisfaction of all termination entitlements, including notice of termination and redundancy pay under the

NES, with the exception of any annual leave or long service leave required to be paid out on termination of employment.

(e) (e) When calculating the amount of any redundancy payment under this clause, one weeks' pay for a full-time Employee will be calculated by reference to the Employee's applicable annualised wage (and not the Employee's Applicable base rate of pay) if the Employee was working under a 12 hour shift pattern immediately prior to the termination of his or her employment because of the Redundancy.

**Newscorp Australia AMWU Metropolitan Printing
Agreement 2014**

Award/Enterprise Agreement

22. REDUNDANCY

Definitions

22.1 In this clause 22:

- a)** Non Technology Redundancy means a redundancy which is not a Technology Redundancy which includes but is not limited to redundancies caused by loss of business, economic downturn, rationalisation or closure of operations or part of an operation.
- b)** Rate of pay means an Employee's minimum weekly rate of pay in the Appendices of this Agreement, plus the weekly average of shift allowances, personal margins, service payments and weekend penalties, but excluding overtime, over the period of 12 months immediately preceding termination, redeployment or relocation whichever is applicable.
- c)** Technology Redundancy means a redundancy which arises solely from the introduction of new or updating of existing technology.
- d)** In clauses 22.24 and 22.30, Severance Pay means a payment under clause 22.4 or any other payment in lieu of notice, redundancy or severance payment – but does not include any redundancy payment or payment in lieu of notice to the extent it is required to be made by the National Employment Standards.

Application of Clause

22.2 This clause only applies to:

- a)** permanent Employees;
- b)** permanent part-time Employees; or
- c)** casual Employees who have worked an average of 21 hours per week over the previous 12 months ('eligible casual') but who is not a casual publishing inserter.

22.3 Employees whose employment is terminated other than for redundancy will not be entitled to a redundancy payment.

Redundancy Formula and Payment

22.4 An Employee whose employment is terminated on the grounds of redundancy will receive a total severance and redundancy payment calculated according to the following formula:

- a) 2 weeks pay, in the first instance, and in addition
- b) 4 weeks pay for each completed year of continuous service on an Employees rate of pay as defined.

By way of clarification, severance and redundancy payments in this clause are inclusive of any entitlement to payment in lieu of notice.

22.5 The payments referred to in these clauses shall be calculated pro rata for each completed month of service and shall include an Employee's total continuous employment with the Employer.

22.6 Where an Employee is entitled, under an industrial agreement, industrial award or statute, to total severance and redundancy payments which exceed the payments to which the Employee would be entitled under **clause 22.4**, the Employee will receive the payments prescribed by the relevant industrial agreement, industrial award or statute and will not receive the payments prescribed in **clause 22.4**.

22.7 Permanent part-time Employees and eligible casual Employees shall receive pro rata redundancy payments. Permanent parttime Employees shall have their period of service calculated from the time of their appointment as a permanent part-time Employee, unless they had an entitlement as an eligible casual prior to such appointment and in those circumstances their service as an eligible casual will be taken into account.

Payment cap

22.8 For those Employees who commenced employment on or after 1 July 1970, the maximum redundancy entitlement will be a sum equivalent to the Employee's rate of pay as defined for 112 weeks.

Additional Provisions relevant to Technology Redundancies

22.9 In addition to a redundancy payment, an Employee whose employment is terminated on the ground of Technology Redundancy will receive a pro rata

long service leave payment in accordance with the relevant industrial award, industrial agreement or statute after 5 years continuous service.

- 22.10** The Employer will give each affected individual Employee a minimum of 4 weeks notice prior to the termination of the Employee's employment on the ground of a Technology Redundancy.
- 22.11** An Employee whose employment is terminated on the ground of Technology Redundancy will have reasonable paid time off to seek alternative employment at times mutually agreed between the Employee and the Employer and provided there is no interference with production requirements.
- 22.12** The Employer will notify and consult with the Unions and Employees affected of the possibility of Technology Redundancies not less than three months before terminating the employment of any Employees on the ground of technology redundancy to allow appropriate discussions to occur.

The notification will specify:

- a) the proposed number of redundancies;
- b) the date (or the approximate date if that is all that can be given) when redundancies will take place; and
- c) the categories of Employees affected and the department affected.

Calling for Voluntary Redundancies

- 22.13** The following principles will apply when the employment of Employees is terminated on the grounds of redundancy:
 - a) the Employer will call for voluntary redundancies from among the affected Employees within the department as specified in clause 22.14. The Employer may accept or reject any application for voluntary redundancy in accordance with clause 22.14 below;
 - b) where it is not practicable to call for voluntary redundancies or to the extent there is any shortfall in the number of acceptable voluntary redundancies the Employer will:
 - i. as far as practicable, redeploy Employees affected by the redundancies in accordance with the principles specified below; and

- ii. select Employees for redundancy in accordance with the principles specified below.
- c) the Employer will determine the timing of redundancies and provide the agreed notice.

Principles for calling for volunteers for redundancies

22.14 The Employer will:

- a) invite a specified number of Employees affected by redundancy to volunteer for redundancy;
- b) where there are more volunteers than positions, select which volunteers to accept, on the basis of the requirements of the Employer's business, the skill, the performance of work of the volunteers, and any other relevant matters.
- c) where requested by the Employee, the Employer will provide to any Employee who has been declined a voluntary redundancy the reasons why their application was rejected;
- d) an Employee who has volunteered for redundancy, but whose application is rejected shall have reasonable opportunity to raise any matter which an Employee believes the Employer should take into account. Such matters will be considered by senior management and the Employee will be advised of the decision within seven days.

Principles applying to redeployment as a consequence of technology redundancies

22.15 In this clause 'suitable vacant position' means a vacant position:

- a) within the same Employer and in the same operating division as the Employee is employed; and
- b) which encompasses duties commensurate with the Employees skills which the Employee is capable of performing or is reasonably able to be retrained to perform.

22.16 The Employer:

- a) will invite Employees whose employment it is proposed to terminate on the grounds of technology redundancy to apply for redeployment to a suitable vacant position where one exists; and
- b) will accept an Employee for redeployment to a suitable vacant position subject to suitability and a capacity to retrain to the required standard within five months.

22.17 Employees who are accepted for redeployment shall be given at least four weeks notice of the actual date of redeployment unless otherwise agreed between the parties.

22.18 An Employee who is redeployed:

- a) shall have protected their:
 - i. continuity of employment;
 - ii. accrued leave entitlements; and
 - iii. accrued superannuation entitlements.
- b) shall receive the rate of pay and other Agreement terms and conditions of employment applicable to the new position even if less than those applicable to the position held by the Employee immediately before redeployment.

22.19 Where a new position attracts a lower rate of pay as defined or additional Agreement hours of work are applicable, than the position held by the Employee immediately before being redeployed:

- a) the Employee shall receive a payment equivalent to the difference between the higher and lower rates of pay multiplied by:
 - i. four weeks for each completed year of service; and
 - ii. a pro rata amount for each completed month of service.
- b) the Employee shall receive a compensation in line with the formula set out in clause 22.19(a) calculated on the hourly rate of pay applicable immediately before redeployment for additional award hours of work.
- c) for superannuation purposes the pay applicable to the redeployed Employee's previous position will be (notionally) used until such time as the pay applicable to the Employee's new position exceeds that notional figure. Both member contributions and Employer paid benefits will be based on this notional salary in the interim.

22.20 If within a period of five months following redeployment an Employee cannot satisfactorily perform the duties of the Employee's new position, the Employer or the Employee may terminate the Employee's employment and the Employee:

- a) will be paid the redundancy payment that would have been paid to the Employee if he/she had been terminated on the ground of technology

redundancy instead of being redeployed provided that the redundancy payment will be calculated using the Employees rate of pay as defined immediately preceding redeployment plus any enterprise bargaining increases applicable to that position in the period prior to the termination of the Employee's employment; and

- b)** must repay the sum paid to the Employee under **clause 22.19(a)** if applicable. The Employee may elect to have this amount deducted from their final redundancy payment, where applicable.

Principles applying to selection for termination due to redundancies.

22.21 Where the Employer selects Employees whose employment is to be terminated on the ground of redundancy, it will:

- a)** select Employees for non voluntary redundancy after having regard to the Employer's business requirements, the skill, the performance of work of the Employees and any other relevant matters; and
- b)** give the selected Employee and their Union representative (or other representative) a reasonable opportunity to raise any matter which an Employee believes the Employer should take into account before deciding whether or not to terminate an Employee's employment.

Any matters raised will be considered by senior management prior to a decision being made as to the termination of the Employee and the Employee will be advised within seven days.

Provisions relevant to Non Technology Redundancies

22.22 In the event of non-technology redundancies the Employer will advise the Unions as soon as practicable of the:

- a)** proposed number of redundancies;
- b)** the date when redundancies will take place; and
- c)** the categories of Employees affected and the department affected.

22.23 The Employer and the Unions will if necessary meet as a matter of urgency to discuss the details relevant to the redundancies, including the practicality of calling for volunteers in the first instance.

No Redundancy Payment for Non Technology Redundancy Where Suitable Alternative Employment Offered

22.24 In relation to redundancies caused by reasons other than technology, an Employee will not be entitled to Severance Pay if the Employee is offered (and whether or not the Employee accepts) a suitable alternative position.

22.25 For the purposes of clause 22.24 a suitable alternative position will be a position which meets the following criteria:

- a) the employer is the Employer or a related body corporate of the Employer;
- b) (b) the Employee:
 - i. has the skills necessary to adequately perform the duties of the position;
or
 - ii. could acquire the skills necessary to adequately perform the duties of the position within a period of 5 months and such training will be provided at the employer's expense during paid time;
 - iii. the position will be based at the same location as the Employee's present position or at another location within reasonable travelling time and/or distance;
 - iv. the Employee's rate of payment and other conditions of employment will be substantially the same as those applicable at the time the offer is made;
 - v. the Employee's employment in the new position will be treated as continuous with the Employee's employment at the time the offer is made.

22.26 Where a suitable alternative position attracts a lower rate of pay than the position held by the Employee:

- a) the Employee shall receive a payment, calculated at the lower rate of pay, equivalent to the difference between the higher and lower rates of pay multiplied by:
 - i. four weeks for each completed year of service; and
 - ii. a pro rata amount for each completed month of service.

Succession, assignment or transfer of business

22.27 Clause 22.30 applies in the event of a termination of employment arising out of succession, assignment or transfer of the business (as defined in the Act as

at the date of this Agreement) of the Employer ('former employer') to another person ('new employer').

22.28 For the purposes of entitlements under the Act and this Agreement, where an Employee is a transferring Employee as part of a transfer of business:

- a) the new employer will recognise the Employee's accrued leave with the former employer (unless the Employee has received a payment in lieu of that leave);
- b) the period of service of the Employee with the former employer counts as service of the Employee with the new employer; and
- c) the period between the termination of the employment with the former employer and the start of the employment with the new employer does not break the Employee's continuous service with the new employer, but does not count towards the length of the Employee's continuous service with the new employer. However if the break in service is due to the action or inaction of the employer, the break will be counted as continuous service.

However, this does not enable an Employee to obtain the same benefit twice in relation to the same period of employment.

'Transfer of business' and 'transferring employee' are as defined in the Act as the date of this Agreement.

22.29 For the avoidance of doubt, clause 17 (Consultation and Workplace Change) applies to a transfer of business where the transfer of business constitutes a major change which is likely to have a significant effect on Employees.

22.30 An Employee will not be entitled to Severance Pay in circumstances where:

- a) the Employee is employed by the new employer after the succession, assignment or transfer of business; or
- b) the Employer arranges suitable alternative employment for the Employee (commensurate with the Employee's skills or competencies) upon the succession, assignment or transfer of the business and the Employee does not accept such employment.

AP811502CRV

Regional Daily Newspaper Printing Award 2001

Award/Enterprise Agreement

4.9 REDEPLOYMENT, RELOCATION AND REDUNDANCY

4.9.1 This clause relates to a redeployment, relocation and redundancy scheme regarding employees in circumstances of:

- 4.9.1 (a)** The introduction of new techniques of production, including electronic equipment.
- 4.9.1 (b)** Relocation of plant and equipment.
- 4.9.1 (c)** Employer initiatives which may result from changes in business practices.
- 4.9.1 (d)** Economic downturn.

4.9.2 For the purposes of this clause, employee means a weekly employee.

4.9.3 Employee redeployment or relocation

4.9.3 (a) An employee who agrees to be redeployed or relocated will keep the following:

[4.9.3(a)(i) varied by PR968494 ppc 31Jan06]

- 4.9.3 (a)(i)** All accrued annual leave, personal leave and long service leave entitlements.
- 4.9.3 (a)(ii)** Superannuation entitlements.
- 4.9.3 (b)** If, within a period of three months, the employer and employee agree that the employee cannot cope with the position to which they have been redeployed or relocated they will be entitled to redundancy compensation. Any redundancy payment made pursuant to this provision will be calculated on the base rate of pay and discounted by any redeployment payment made.
- 4.9.3 (c)** Where an employee is redeployed or relocated to a position which attracts a lower base rate than the rate attaching to the employee's previous position, the employee will move to the lower base rate and will at the expiry of the redeployment period (three months) receive a payment calculated as the difference between the higher and lower base rates which will be multiplied by four for each continuous completed year of service, or pro rata on the basis of 1/4 years of service.

- 4.9.3** (d) For superannuation purposes the pay applicable to the employee's previous position will be (notionally) used until such time as the pay applicable to their new position exceeds that notional figure.
- 4.9.3** (e) Both member contributions and employer paid benefits will be based on this notional salary in the interim.

4.9.4 Redundancy

- 4.9.4** (a) An employee made redundant will receive compensation on the basis of four week's base rate of pay for each continuous completed year of service, or pro-rata on the basis of 1/4 years of service.
- 4.9.4** (b) Employment as a junior or apprentice will be included in the calculation of completed years of employment.
- 4.9.4** (c) An employee will not be entitled:
- 4.9.4** (c)(i) to a payment greater than they would have received in wages had they remained in employment until the age when that person is entitled to a pension.
- 4.9.4** (c)(ii) to the period of notice provided under 4.8.1.
- 4.9.4** (d) Any employee made redundant will receive:
- 4.9.4** (d)(i) All accrued annual leave entitlements;
- 4.9.4** (d)(ii) Superannuation entitlements;
- 4.9.4** (d)(iii) Long service leave in accordance with legislation.
- 4.9.5** For the purpose of this clause base rate of pay means the skill level rate, excluding overtime, but including shift allowances, personal margins, service payments and weekend penalties.

AN160260

**Printing (Western Australian Newspapers Limited,
Guaranteed Employment and Voluntary Retirement
Award)**

Award/Enterprise Agreement

6. - GUARANTEE OF EMPLOYMENT

- 1) The Company guarantees that no permanent employee shall be compulsorily retrenched or regressed because of technological change to production processes of the Company.

Provided that this guarantee of employment shall apply only to employees who are willing and available to be trained in and perform duties within their own trade area and/or accept any available alternative employment which is mutually agreed upon by the Company and the employee.

- 2) The Company guarantees that no employee shall be compulsorily transferred from his present place of employment to other of the Herald Group of Companies.

11. - TERMINATION OF EMPLOYMENT

- 1) An employee performing duties declared redundant by the Company who is not offered suitable alternative employment within three months of his existing duties being declared redundant, may elect to terminate his employment. Such termination shall not be more than three months after the date on which the employee notified the Company of his intention to terminate his employment.
- 2) If more applications are received for the redundancy payout than the Company is prepared to grant, preference will be given according to the following order of priority:
 - a) applicants 55 years of age and over in order of seniority of length of service with the Company;
 - b) applicants 50 to 54 years of age in order of seniority of length of service with the Company;
 - c) applicants under the age of 50 years and who have a minimum of 20 years of service with the Company in order of seniority of length of service with the Company; and
 - d) applicants not included in the above groups, provided that selection within this group will follow consultation with the Chapel.

- 3) An employee who has been retrained for an alternative position may apply to terminate his employment within a period of twelve months from his transfer to the new duties should these new duties impose undue mental stress or physical demands. Applications for termination on medical grounds shall be supported by satisfactory evidence and the Company reserves the right to refer such applications for examination by the Company's medical practitioner.
- 4) Where alternative satisfactory employment cannot be found within three months, the Company will terminate employees referred to in subclause (3) of this clause, in accordance with clause 12. - Termination Compensation, of this award.
- 5) The foregoing shall not prevent any arrangement between the Company and the Chapel to accept applications for termination of employment in special cases that may be referred by either party.

12. - TERMINATION COMPENSATION

- 1) Redundant employees referred to in this award shall be paid emoluments that are separate and distinct from any payment to which the employee is entitled under the provisions of the Printing (Newspaper) Award No. R23 of 1979 as varied, or the Company's Pension Fund Trust Deed.
- 2) An employee referred to in subclause (1) of this clause shall be paid compensation as follows:
 - a) From one to ten years' service, four weeks' pay for each completed year of service, plus one week's pay for each completed three months' service;
 - b) For all service over ten years, three weeks' pay for each completed year plus one week's pay for each completed four months' of service.
- 3) A "week's pay" for the purpose of this clause, shall be:
 - a) The rate prescribed in the Printing (Newspaper) Award No. R23 of 1979 as varied or any other award that replaces that award for the worker's regular classification;
 - b) Any personal margin ordinarily paid to him;
 - c) Where, during the period in which his annual leave accrued, he was employed on night or intermediate shifts, night or intermediate work loading proportionate to the number of such shifts;

AP781872

Fairfax Printers Award 1999

Award/Enterprise Agreement

11. SEVERANCE PAY

11.1 Severance pay entitlement

11.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision leads to the termination of employment of the employee, the employee is entitled to the following amount of severance pay in respect of a period of service:

<u>Period of service</u>	<u>Severance pay</u>
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

11.1.2 Weeks' pay means the ordinary time rate of pay for the employee concerned.

11.1.3 The severance payments are in addition to the periods of notice

11.1.4 The severance payments must not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

11.2 Transmission of business

11.2.1 Where a business is before or after the date of this award, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

11.2.1 (a) The continuity of the employment of the employee is deemed not to have been broken by reason of such transmission; and

11.2.1 (b) The period of employment which the employee has had with the transmittor or any prior transmittor is deemed to be service of the employee with the transmittee.

11.2.2 In this subclause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

11.3 Employees exempted

This clause does not apply where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice. This clause does not apply in the case of probationary employees, casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks

11.4 Incapacity to pay

[11.5 renumbered as 11.4 by S3496 from 02Nov99]

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

11.5 Alternative employment

[11.6 renumbered as 11.5 by S3496 from 02Nov99]

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

11.6 Employee leaving during the notice

[11.7 renumbered as 11.6 by S3496 from 02Nov99]

An employee whose employment is terminated for reasons set out in subclause 11.1.1 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice

11.7 Time off during notice period

[11.8 renumbered as 11.7 by S3496 from 02Nov99]

11.7.1 During the period of notice of termination given by the employer an employee shall 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.

11.7.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

11.9 Transfer to lower paid duties

[11.9 renumbered as 11.8 by S3496 from 02Nov99]

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 in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

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7. REDUNDANCY PAYMENTS FOR TECHNOLOGY REDUNDANCY

7.1 Subject to clause 7.2, an employee whose employment is terminated on the grounds of Technology Redundancy will receive a total severance and redundancy payment calculated according to the following formula, which will be in lieu of any entitlement to severance or redundancy pay under an industrial award or industrial agreement or statute.

7.1.1 2 weeks pay, in the first instance, and in addition

7.1.2 4 weeks pay for each completed year of continuous service.

The payments referred to in these clauses shall be calculated pro rata for each completed month of service and shall include an employee's total continuous employment with the company.

7.2 Where an employee is entitled under an industrial agreement, industrial award or statute to total severance and redundancy payments which exceed the payments to which the employee would be entitled under clause 7.1, the employee will receive the payments prescribed by the relevant industrial agreement, industrial award or statute and will not receive the payments prescribed in clause 7.1 of this award.

7.3 Redundancy payments under this clause 7 will be calculated on an employee's rate of pay as defined.

7.4 Permanent part-time employees and eligible casual employees shall receive pro rata redundancy payments.

7.5 Permanent part-time employees shall have their period of service calculated from the time of their appointment as a permanent part-time employee, unless they had an entitlement as an eligible casual prior to such appointment and in those circumstances their service as an eligible casual will be taken into account.

7.6.1 No employee shall be entitled under these provisions to a payment greater than he/she would have received in wages had they remained in employment until the age of 65 years.

- 7.6.2** For employees who commenced on or after 1 July 1970, the maximum redundancy entitlement will be a sum equivalent to the employee's rate of pay as defined for 112 weeks.
- 7.7** In addition to a redundancy payment, an employee whose employment is terminated on the ground of Technology Redundancy will receive:
- 7.7.1** a pro rata long service leave payment in accordance with the relevant industrial award, industrial agreement or statute after 5 years continuous service;
 - 7.7.2** if a member of NewSuper (formally Newsplan - Group Retirement and Assurance Plan), the Herald Pension Fund, or the News Limited Group Superannuation Fund the Employee will receive the payment provided for by the relevant fund trust deed;
 - 7.7.3** entitlements to annual leave in accordance with the relevant industrial award, agreement or statute.

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9. TERMINATION OF EMPLOYMENT

9.1 Notice of termination by company

9.1.1 In order to terminate the employment of a full-time or regular part-time employee the company shall give to the employee the period of notice specified in the table below:

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

9.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

9.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the company making payment for the remainder of the period of notice.

9.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

9.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

9.2 Notice of termination by employee

9.2.1 The notice of termination required to be given by an employee is the same as that required of the company, save and except that there is no requirement

on the employee to give additional notice based on the age of the employee concerned.

- 9.2.2** If an employee fails to give notice the company has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.