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EXPOSURE DRAFT**Journalists Published Media Award 2016****Table of Contents****Part 1— Application and Operation of this Award**

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Part 1—Application and Operation**1. Title**

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

2. Commencement and transitional

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

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

2.6 The Fair Work Commission may review the transitional arrangements:

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

References to transitional arrangements removed – obsolete

Part 1—Application and Operation of this Award**1. Title and commencement**

1.1 This award is the *Journalists Published Media Award 2016*.

1.2 This modern award, as varied, commenced operation on 1 January 2010.

1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

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

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

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

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

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

Definitions relating to transitional instruments removed - obsolete

3. Definitions

In this award, unless the contrary intention appears:

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 16.2(a))

artist means a person, other than a person solely employed in retouching photographic plates, who prepares:

- (a) original drawings of any kind; or
- (b) creative art of any kind; or
- (c) for publication photographs, drawings, layouts, maps, plans, diagrams, decorations, lettering (including instant or transfer lettering), borders, backgrounds or similar embellishments

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

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

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

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

ordinary hourly rate means the minimum hourly rate for an employee's classification specified in clause 14.1 plus any all purpose allowance to which an employee is entitled

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 but excludes 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 14.1

<p>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</p> <p>standard rate means the minimum weekly wage for a Level 3 employee in clause 14—Minimum wages</p> <p>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</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>wire service means a news gathering organisation that distributes syndicated copy electronically, usually to subscribers</p>	<p>suburban newspaper means a newspaper that is principally distributed within a suburb or discrete collection of neighbouring suburbs, within but not comprising the whole metropolitan area of a capital city</p> <p>wire service means a news gathering organisation that distributes syndicated copy electronically, usually to subscribers</p>
<p>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.</p> <p>3.3 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>4.3 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.</p> <p>2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p>4. Coverage</p> <p>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.</p>	<p>4. Coverage</p> <p>4.1 This industry 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 11—Classifications to the exclusion of any other modern award.</p>
<p><i>Industry definition moved from definitions clause</i></p>	<p>4.2 Published media industry means the industry concerned with the publication of newspapers, magazines, periodicals, journals and online publications, and the provision of wire services.</p>

<p>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:</p> <p>(a) <i>Graphic Arts, Printing and Publishing Award 2010</i>;</p> <p>(b) <i>Broadcasting and Recorded Entertainment Award 2010</i>; or</p> <p>(c) <i>Clerks—Private Sector Award 2010</i>.</p>	<p>4.4 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:</p> <p>(a) <i>Graphic Arts, Printing and Publishing Award 2016</i>;</p> <p>(b) <i>Broadcasting and Recorded Entertainment Award 2016</i>; or</p> <p>(c) <i>Clerks—Private Sector Award 2016</i>.</p>
<p>4.3 The award does not cover an employee excluded from award coverage by the Act.</p>	<p>4.6 This award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act;</p>
<p>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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p>	<p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees;</p>
<p>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.</p>	<p>(c) an employer bound by an enterprise award with respect to any employee whose position is exempted from the coverage of the enterprise award;</p>
<p>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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p>	<p>(d) 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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p>
<p>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.</p>	<p>4.7 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 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.</p>
<p>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.</p>	<p>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.</p>

<p>4.9 The award does not cover employees employed in the following positions:</p> <p>(a) editor, editor in chief and chief of staff of a metropolitan daily newspaper; and</p>	<p>4.5 The award does not cover employees employed in the following positions:</p> <p>(a) editor, editor in chief and chief of staff of a metropolitan daily newspaper; and</p>
<p>(b) Nationally:</p> <p>(i) on a national metropolitan daily newspaper: six positions;</p> <p>(ii) on any associated publication including an online publication: one position;</p>	<p>(b) Nationally:</p> <p>(i) on a national metropolitan daily newspaper: six positions;</p> <p>(ii) on any associated publication including an online publication: one position;</p>
<p>(c) in Victoria:</p> <p>(i) on a metropolitan daily newspaper published in Victoria: 10 positions;</p> <p>(ii) on its related Sunday newspaper: two positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p> <p>(d) in New South Wales:</p> <p>(i) on a metropolitan daily newspaper published in New South Wales: 10 positions;</p> <p>(ii) on its related Sunday newspaper: two positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>	<p>(c) in Victoria and New South Wales:</p> <p>(i) on a metropolitan daily newspaper published in the respective state: 10 positions;</p> <p>(ii) on its related Sunday newspaper: two positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>
<p>(e) in Queensland:</p> <p>(i) on a metropolitan daily newspaper published in Queensland: four positions;</p> <p>(ii) on its related Sunday newspaper: two positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>	<p>(d) in Queensland and South Australia:</p> <p>(i) on a metropolitan daily newspaper published in the respective state: four positions;</p> <p>(ii) on its related Sunday newspaper: two positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>

<p>(f) in South Australia:</p> <p>(i) on a metropolitan daily newspaper published in South Australia: four positions;</p> <p>(ii) on its related Sunday newspaper: two positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>	
<p>(g) in Tasmania:</p> <p>(i) on a metropolitan daily newspaper published in Tasmania: three positions;</p> <p>(ii) on any other associated publication including an online publication: one position;</p>	<p>(e) in Tasmania:</p> <p>(i) on a metropolitan daily newspaper published in Tasmania: three positions;</p> <p>(ii) on any other associated publication including an online publication: one position;</p>
<p>(h) in Western Australia:</p> <p>(i) on a metropolitan daily newspaper published in Western Australia: five positions;</p> <p>(ii) on a separately published metropolitan Sunday newspaper: three positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>	<p>(f) in Western Australia:</p> <p>(i) on a metropolitan daily newspaper published in Western Australia: five positions;</p> <p>(ii) on a separately published metropolitan Sunday newspaper: three positions;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>
<p>(i) in the Northern Territory:</p> <p>(i) on a metropolitan daily newspaper published in the Northern Territory: one position;</p> <p>(ii) on any other associated publication including an online publication: one position;</p>	<p>(g) in the Northern Territory:</p> <p>(i) on a metropolitan daily newspaper published in the Northern Territory: one position;</p> <p>(ii) on any other associated publication including an online publication: one position;</p>

<p>(j) in the Australian Capital Territory:</p> <p>(i) on a metropolitan daily newspaper published in the Australian Capital Territory: four positions;</p> <p>(ii) on a separately published metropolitan Sunday newspaper: one position;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>	<p>(h) in the Australian Capital Territory:</p> <p>(i) on a metropolitan daily newspaper published in the Australian Capital Territory: four positions;</p> <p>(ii) on a separately published metropolitan Sunday newspaper: one position;</p> <p>(iii) on any other associated publication including an online publication: one position;</p>
<p>(k) in a magazine publishing business that employs more than 20 editorial employees:</p> <p>(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;</p> <p>(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;</p> <p>(iii) photographic manager;</p> <p>(iv) on any weekly magazine: two positions;</p> <p>(v) the editor on any other magazine;</p>	<p>(i) in a magazine publishing business that employs more than 20 editorial employees:</p> <p>(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;</p> <p>(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;</p> <p>(iii) photographic manager;</p> <p>(iv) on any weekly magazine: two positions;</p> <p>(v) the editor on any other magazine;</p>
<p>(l) in a regional daily newspaper business, the editor and:</p> <p>(i) the next most senior editorial employee employed in a regional daily newspaper published in Albury, Geelong or Launceston;</p> <p>(ii) the next two most senior editorial employees employed in a regional daily newspaper published in Townsville;</p> <p>(iii) the next three most senior editorial employees employed in a regional daily newspaper published on the Gold Coast;</p> <p>(m) in an online publishing business (that is not an associated</p>	<p>(j) in a regional daily newspaper business, the editor and:</p> <p>(i) the next most senior editorial employee employed in a regional daily newspaper published in Albury, Geelong or Launceston;</p> <p>(ii) the next two most senior editorial employees employed in a regional daily newspaper published in Townsville;</p> <p>(iii) the next three most senior editorial employees employed in a regional daily newspaper published on the Gold Coast;</p> <p>(k) in an online publishing business (that is not an associated publication of a print publication) that employs more than 20 editorial</p>

<p>publication of a print publication) that employs more than 20 editorial employees:</p> <p>(i) any employee (below the level of publisher) who has principal responsibility for the editorial or artistic aspect of more than one online publication published by the employer, including an editor in chief or art director;</p> <p>(ii) the editor of any online publication;</p> <p>(n) at Australian Associated Press: eleven positions.</p>	<p>employees:</p> <p>(i) any employee (below the level of publisher) who has principal responsibility for the editorial or artistic aspect of more than one online publication published by the employer, including an editor in chief or art director;</p> <p>(ii) the editor of any online publication;</p> <p>(l) at Australian Associated Press: eleven positions.</p>
<p>4.10 Part 5—Hours of Work and Related Matters of this award will not have any application to the following employees:</p> <p>(a) an employee employed on an online publication other than those employees described in clause 3.2; or</p> <p>(b) an employee classified as:</p> <p>(i) Levels 12 or 13;</p> <p>(ii) Level 10 by a suburban newspaper; or</p> <p>(iii) Level 9 by a country non-daily newspaper.</p>	<p>4.9 Exemptions from award provisions</p> <p>(a) Part 3—Hours of Work and Part 5—Overtime and Penalty Rates of this award will not have any application to the following employees:</p> <p>(i) an employee employed on an online publication other than those employees described in clause 3.1; or</p> <p>(ii) an employee classified as:</p> <ul style="list-style-type: none"> • Levels 12 or 13; • Level 10 by a suburban newspaper; or • Level 9 by a country non-daily newspaper.
<p>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.</p>	<p>(b) The overtime provisions applying to part-time and casual employees at clauses 9.6, 9.7, and 10.4 will not apply to employees referred to in clause 4.9(a).</p>
<p>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.</p>	<p>(c) Provided that, all the employees referred to in clause 4.9(a) will be given at least two days off in each week in accordance with clause 12.9. The provisions of clause 20.4 will apply to an employee not given two days off.</p>
<p>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.</p>	<p>(d) The following clauses of this award will not have any application to employees employed by a specialist publication:</p> <ul style="list-style-type: none"> • Clause 12—Ordinary hours of work • Clause 13—Breaks; • Clause 19—Shiftwork and weekend penalties; • Clause 20—Overtime and penalty rates.

<p>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.</p> <p>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.</p>	<p>2. The National Employment Standards and this award</p> <p>2.1 The NES and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>...</p> <p>2.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>															
<p><i>Clause inserted - proposed new provision</i></p>	<p>5. Effect of variations made by the Fair Work Commission</p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>															
<p>7. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>6. Award flexibility for individual arrangements</p> <p><i>Provision not reproduced - standard clause - no change</i></p>															
<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions for flexible working practices</p> <p>7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1115 1078 2112 1441"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>12.5</td> <td>Ordinary hours of work</td> <td>An individual</td> </tr> <tr> <td>22.8</td> <td>Annual leave in advance</td> <td>An individual</td> </tr> <tr> <td>22.10</td> <td>Cashing out of annual leave</td> <td>An individual</td> </tr> <tr> <td>25.4</td> <td>Substitution of certain public holidays by agreement at the enterprise</td> <td>An individual or the majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	12.5	Ordinary hours of work	An individual	22.8	Annual leave in advance	An individual	22.10	Cashing out of annual leave	An individual	25.4	Substitution of certain public holidays by agreement at the enterprise	An individual or the majority of employees
Clause	Provision	Agreement between an employer and:														
12.5	Ordinary hours of work	An individual														
22.8	Annual leave in advance	An individual														
22.10	Cashing out of annual leave	An individual														
25.4	Substitution of certain public holidays by agreement at the enterprise	An individual or the majority of employees														

<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p>8.1 Consultation regarding major workplace change</p> <p>8.2 Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>27. Consultation about major workplace change</p> <p>28. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>29. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 Full-time employment</p> <p>A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Full-time employment</p> <p>A full-time employee is engaged to work an average of 38 ordinary hours per week.</p>
<p>10.2 Part-time employment</p> <p>(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.</p> <p>(b) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.</p> <p>(c) A part-time employee will receive pro rata rates of pay and pro rata conditions of employment.</p> <p>(d) The weekly hours of employment, including starting and finishing times, will be as agreed between the employee and the employer. However, the employer may change the hours of work by providing seven days' notice in writing, provided that there is no change to the total agreed number of ordinary hours of work.</p>	<p>9. Part-time employment</p> <p>9.1 A part-time employee is employed on a continuing basis and engaged to work an average of less than 38 ordinary hours per week.</p> <p>9.2 An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.</p> <p>9.3 A part-time employee will receive on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>9.4 The weekly hours of employment, including starting and finishing times, will be as agreed between the employee and the employer.</p> <p>9.5 The employer may change the hours of work by providing seven days' notice in writing, provided that there is no change to the total agreed number of ordinary hours of work. Clause 9.5 is subject to clause 28— Consultation about changes to rosters or hours of work.</p>

<p>(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.</p> <p>(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.</p>	<p>9.6 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 because of 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 following week, give the employee time off duty to compensate for the additional time worked.</p> <p>9.7 Overtime</p> <p>(a) For a part-time employee, all time worked in excess of the agreed hours or hours as varied in accordance with clause 9.5 (except as provided for in clause 9.6) will be overtime and must be paid for at overtime rates.</p> <p>(b) Where a part-time employee works overtime, the employer must pay the employee overtime rates as follows:</p> <p>(i) 150% of the ordinary hourly rate for the first three hours; and</p> <p>(ii) 200% of the ordinary hourly rate after three hours.</p> <p>(c) The overtime provisions in clauses 9.7(a) and (b) will not apply to the employees listed at clause 4.9(a).</p>
<p>10.3 Casual employment</p> <p>(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.</p> <p>(b) A casual employee must be paid per hour at the rate of 1/38th of the weekly rate, plus a loading of 25%.</p> <p>(c) Casual employees are entitled to overtime for hours worked in excess of:</p> <p>(i) for all employees, 38 hours in a week; and</p> <p>(ii) in the case of employees employed by a metropolitan daily newspaper, 10 hours in a day; and</p> <p>(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.</p> <p>(d) The overtime rates are time and half for the first two hours and double time thereafter.</p>	<p>10. Casual employment</p> <p>10.1 A casual employee is an employee who is engaged by the hour and paid as a casual employee.</p> <p>10.2 A casual employee must be engaged for a minimum of 3 hours and 45 minutes on each occasion.</p> <p>10.3 For each ordinary hour worked, a casual employee must be paid:</p> <p>(a) the ordinary hourly rate for the appropriate classification; and</p> <p>(b) a loading of 25% of the ordinary hourly rate.</p> <p>10.4 Overtime</p> <p>(a) Casual employees are entitled to overtime for hours worked in excess of:</p> <p>(i) for all employees, 38 hours in a week; and</p> <p>(ii) in the case of employees employed by a metropolitan daily newspaper, 10 hours in a day; and</p>

<p>(e) The minimum hourly rate for the calculation of shift penalties and overtime rates for casual employees does not include the casual loading.</p>	<p>(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.</p> <p>(b) Where a casual employee works overtime, the employer must pay the employee overtime rates as follows:</p> <p>(i) 150% of the ordinary hourly rate for the first two hours; and</p> <p>(ii) 200% of the ordinary hourly rate after two hours.</p> <p>(c) The overtime provisions in clauses 10.4(a) and (b) will not apply to the employees listed at clause 4.9(a).</p> <p>10.5 The ordinary hourly rate for the calculation of shift penalties and overtime rates for casual employees does not include the casual loading.</p>
<p><i>Provisions moved to new Part 8</i></p> <p>11. Termination of employment</p> <p>11.1 Notice of termination is provided for in the NES.</p> <p>11.2 Notice of termination by an employee</p> <p>11.3 Job search entitlement</p> <p><i>Clause 11.3 now clause 34</i></p>	<p><i>Provisions moved to new Part 8</i></p> <p>Part 8—Termination of Employment and Redundancy</p> <p>30. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p> <p>30.2 Notice of termination by an employee</p>
<p>12. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>12.2 Transfer to lower paid duties</p> <p>12.3 Employee leaving during notice period</p> <p>12.4 Job search entitlement</p>	<p>31. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>32. Transfer to lower paid job on redundancy</p> <p>33. Employee leaving during redundancy notice period</p> <p>34. Job search entitlement</p>
<p>12.5 Transitional provisions – NAPSA employees</p> <p>12.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>

<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>13.1 Cadet journalists</p> <p>(a) A cadet journalist may be employed:</p> <p>(i) as a graduate cadet; or</p> <p>(ii) as a standard cadet.</p>	<p>11. Classifications</p> <p>11.1 Cadet journalists</p> <p>(a) A cadet journalist may be employed:</p> <p>(i) as a graduate cadet; or</p> <p>(ii) as a standard cadet.</p>
<p>13.2 Graduate cadet</p> <p>(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.</p> <p>(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.</p> <p>13.3 Standard cadet</p> <p>(a) A standard cadet is a cadet employed as other than a graduate cadet.</p> <p>(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.</p>	<p>11.2 Graduate cadet</p> <p>(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.</p> <p>(b) The period of cadetship for graduate cadets will not exceed one year, provided training requirements are met.</p> <p>(c) During a period of cadetship, a graduate cadet will be paid at the rate for a final year cadet.</p> <p>11.3 Standard cadet</p> <p>(a) A standard cadet is a cadet employed as other than a graduate cadet.</p> <p>(b) The period of cadetship for standard cadets must not exceed three years, provided training requirements are met.</p> <p>(c) In calculating the period of cadetship, experience as a cadet will be regarded as continuous despite a cadet having been employed by several employers.</p>
<p>13.4 Training of cadets</p> <p>(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.</p>	<p>11.4 Training of cadets</p> <p>(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.</p> <p>(b) An experienced person will supervise the training of the cadet.</p> <p>(c) The training will include the handling of news from its collection to its publication.</p> <p>(d) Cadets in press photography or editorial art will be provided with the appropriate training.</p>

<p>(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.</p>	<p>(e) A cadet journalist will be permitted to be absent during working hours for periods of up to:</p> <ul style="list-style-type: none"> (i) four hours in any week to attend classes approved by the employer; and (ii) an additional six hours to attend at an Australian university for a course in journalism or other approved course. <p>(f) 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.</p> <p>(g) Fees</p> <ul style="list-style-type: none"> (i) 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. (ii) Clause 11.4(g) will not apply where the employer pays the fees. (iii) The employer is not required to either reimburse or pay for any amounts owed by the cadet under the Higher Education Contribution Scheme.
<p>13.5 Editorial employees</p> <p>Editorial employees, other than cadets, will be classified by their employer in the following three bands:</p> <p>(a) Band one</p> <p>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.</p>	<p>11.5 Editorial employees</p> <p>Editorial employees, other than cadets, will be classified by their employer in the following three bands:</p> <p>(a) Band one</p> <ul style="list-style-type: none"> (i) 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. (ii) They normally perform journalistic and photographic duties under broad supervision. (iii) 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. (iv) Beginning as a Level 1 artist or photographer, they require decreasing supervision and exercise greater professional judgment and skills to Level 7.

<p>(b) Band two</p> <p>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.</p>	<p>(b) Band two</p> <p>(i) Editorial employees classified in band two have obtained wide practical experience and are exercising advanced skills.</p> <p>(ii) They are capable of working independently and of exercising initiative and judgment on difficult and responsible assignments.</p> <p>(iii) They may work either individually or as part of a team without direct supervision.</p>
<p>(c) Band three</p> <p>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.</p>	<p>(c) Band three</p> <p>(i) Editorial employees classified in band three exercise the highest level of skills and responsibility.</p> <p>(ii) 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.</p>
<p>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.</p> <p>13.7 Editorial employees employed:</p> <p>(a) by a country non-daily newspaper cannot be classified above Level 9; and</p> <p>(b) by a regional daily newspaper, suburban newspaper or specialist publication cannot be classified above Level 10.</p> <p>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.</p>	<p>11.6 The classification definitions in clause 11.5 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.</p> <p>11.7 Editorial employees employed:</p> <p>(a) by a country non-daily newspaper cannot be classified above Level 9; and</p> <p>(b) by a regional daily newspaper, suburban newspaper or specialist publication cannot be classified above Level 10.</p> <p>11.8 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 A.</p>

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

Band	Level	Minimum weekly rate of pay \$
One	1	854.60
	2	878.50
	3	916.30
	4	940.90
	5	965.30
	6	1014.80
	7	1059.10
Two	8	1108.50
	9	1182.30
	10	1256.10
Three	11	1293.20
	12	1453.20
	13	1625.40

Part 4—Wages and Allowances

- 14. Minimum wages**
14.1 An employer must pay employees (other than cadets) the following
 minimum wages for ordinary hours worked by the employee:

Band	Level	Minimum weekly rate \$	Minimum hourly rate \$
One	1	854.60	22.49
	2	878.50	23.12
	3	916.30	24.11
	4	940.90	24.76
	5	965.30	25.40
	6	1,014.80	26.71
	7	1,059.10	27.87
Two	8	1,108.50	29.17
	9	1,182.30	31.11
	10	1,182.30	33.06
Three	11	1,293.20	34.03
	12	1,453.20	38.24
	13	1,625.40	42.77

<p>14.2 Cadets will be paid the following percentage of a Level 1 employee:</p> <table border="1"> <thead> <tr> <th>Year</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>First</td> <td>60</td> </tr> <tr> <td>Second</td> <td>75</td> </tr> <tr> <td>Third</td> <td>90</td> </tr> </tbody> </table>	Year	%	First	60	Second	75	Third	90	<p>14.2 Cadets will be paid the following percentage of the rate for a Level 1 employee:</p> <table border="1"> <thead> <tr> <th>Year</th> <th>% of Level 1 rate</th> </tr> </thead> <tbody> <tr> <td>First</td> <td>60</td> </tr> <tr> <td>Second</td> <td>75</td> </tr> <tr> <td>Third</td> <td>90</td> </tr> </tbody> </table>	Year	% of Level 1 rate	First	60	Second	75	Third	90
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<p>15. Allowances</p> <p><i>Clause inserted - proposed new provision</i></p>	<p>16. Allowances</p> <p>16.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.</p>																
<p>15.1 Reimbursement of expenses</p> <p>An employee will be reimbursed reasonable out-of-pocket expenses, including transport expenses.</p>	<p>(d) Reimbursement of expenses</p> <p>An employee will be reimbursed reasonable out-of-pocket expenses, including transport expenses.</p>																
<p>15.2 Meal allowance</p> <p>(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 \$18.72 for such meal.</p> <p>(b) For the purpose of this subclause, meal means breakfast, lunch or dinner.</p> <p>(c) For the purpose of this subclause, the normal meal break hours are:</p> <table border="1"> <tbody> <tr> <td>Breakfast</td> <td>6.00 am to 8.00 am</td> </tr> <tr> <td>Lunch</td> <td>12.00 pm to 2.00 pm</td> </tr> <tr> <td>Dinner</td> <td>6.00 pm to 8.00 pm</td> </tr> </tbody> </table> <p>(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.</p>	Breakfast	6.00 am to 8.00 am	Lunch	12.00 pm to 2.00 pm	Dinner	6.00 pm to 8.00 pm	<p>(c) Meal allowance</p> <p>(i) If an employee’s duty requires 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 \$18.72 for such meal.</p> <p>(ii) For the purpose of clause 16.3(c), meal means breakfast, lunch or dinner and the normal meal break hours are:</p> <table border="1"> <tbody> <tr> <td>Breakfast</td> <td>6.00 am to 8.00 am</td> </tr> <tr> <td>Lunch</td> <td>12.00 pm to 2.00 pm</td> </tr> <tr> <td>Dinner</td> <td>6.00 pm to 8.00 pm</td> </tr> </tbody> </table> <p>(iii) 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.</p>	Breakfast	6.00 am to 8.00 am	Lunch	12.00 pm to 2.00 pm	Dinner	6.00 pm to 8.00 pm				
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<p>15.3 Clothing</p> <p>(a) An employee will be reasonably compensated for damage to clothing and personal effects arising from or in the course of employment.</p> <p>(b) An employee engaged on work requiring attendance in evening attire will be provided with reasonable transport facilities where requested by the employee concerned.</p> <p>(c) An employee regularly employed on work requiring attendance in evening attire will be paid a minimum allowance of \$300.00 per year.</p>	<p>(b) Clothing</p> <p>(i) An employee will be reasonably compensated for damage to clothing and personal effects arising from or in the course of employment.</p> <p>(ii) An employee engaged on work requiring attendance in evening attire will be provided with reasonable transport facilities where requested by the employee concerned.</p> <p>(iii) An employee regularly employed on work requiring attendance in evening attire will be paid a minimum allowance of \$300.00 per year.</p>
<p>15.4 Transfer</p> <p>(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:</p> <p>(i) reasonable travelling expenses for the employee and their family; and</p> <p>(ii) the transfer or storage of the employee's furniture and effects.</p> <p>(b) An employee who is temporarily transferred must be reimbursed all reasonable expenses for accommodation and travel.</p>	<p>(h) Transfer</p> <p>(i) Where the employer requires an employee to permanently perform their duties in a different city, town, district or State/Territory to the one in which they were previously located, the employer must reimburse the following transfer costs:</p> <ul style="list-style-type: none"> • reasonable travelling expenses for the employee and their family; and • the transfer or storage of the employee's furniture and effects. <p>(ii) An employee who is temporarily transferred must be reimbursed all reasonable expenses for accommodation and travel.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>16.2 Wage-related allowances</p> <p>(a) All purpose allowances</p> <p>Allowances paid for all purposes are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:</p> <p>(i) Sub-editing allowance (clause 1.3(b)).</p>

<p>15.5 Sub-editing procedures and allowance</p> <p>This subclause applies only to relevant employees employed by a country non-daily newspaper or a regional daily newspaper.</p>	<p>(b) Sub-editing procedures and allowance</p> <p>Clause 16.2(b)(i) only applies to relevant employees employed by a country non-daily newspaper or a regional daily newspaper undertaking sub-editing procedures as defined in clause 3.</p>
<p>(a) Sub-editing procedures</p> <p>Sub-editing procedures includes activating computer programs to:</p> <p>(i) prepare an electronic layout of the page or pages other than the assignment of advertisements; and/or</p> <p>(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.</p>	<p><i>Clause moved to Definitions – clause 3</i></p> <p>Sub-editing procedures includes activating computer programs to:</p> <p>(a) prepare an electronic layout of the page or pages other than the assignment of advertisements; and/or</p> <p>(b) 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.</p>
<p>(b) Sub-editing allowances</p> <p>(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).</p> <p>(ii) The allowance will be payable only where an employee works a full shift as a sub-editor.</p> <p>(iii) The allowance will not be payable to an employee who has ceased to be a sub-editor.</p> <p>(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.</p> <p>(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.</p>	<p>16.2(b)(i) Sub-editing allowance</p> <p>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.</p> <p>(ii) The allowance will be payable only where an employee works a full shift as a sub-editor.</p> <p>(iii) The allowance will not be payable to an employee who has ceased to be a sub-editor.</p> <p>(iv) 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.</p> <p>(v) 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.</p>

<p>15.6 Air travel</p> <p>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.</p>	<p>16.3 Expense-related allowances</p> <p>(a) Air travel</p> <p>(i) 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.</p> <p>(ii) Clause 16.3(a)(i) does not apply where the employer agrees to indemnify the employee against any invalidation of the employee's personal insurance policies.</p>
<p>15.7 Special risks</p> <p>(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.</p> <p>(b) Where an employee is so requested, they will immediately inform the employer in writing of the risk of invalidation.</p> <p>(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.</p>	<p>(e) Special risks</p> <p>(i) 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.</p> <p>(ii) Where an employee is so requested, they will immediately inform the employer in writing of the risk of invalidation.</p> <p>(iii) 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.</p>
<p>15.8 Special risks insurance</p> <p>(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:</p> <p>(i) any travel by air other than by a regular passenger carrying service; or</p> <p>(ii) any duties performed in a war zone or a zone of warlike operations.</p>	<p>(f) Special risks insurance</p> <p>(i) 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:</p> <ul style="list-style-type: none"> • any travel by air other than by a regular passenger carrying service; or • any duties performed in a war zone or a zone of warlike operations.

<p>(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.</p>	<p>(ii) 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.</p>
<p>15.9 Spectacle allowance</p> <p>(a) Where spectacles or a lens change specifically for the use of a computer screen at work is prescribed, the employer will pay the cost of the lens and up to an amount of \$118.50 on the first frames provided that:</p> <p>(i) where the employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of \$118.50 on the first frames; and</p> <p>(ii) the employer will not be liable for the tinted or outdoor component of any lenses.</p>	<p>(g) Spectacle allowance</p> <p>Where spectacles or a lens change specifically for the use of a computer screen at work is prescribed, the employer will pay the cost of the lens and up to an amount of \$118.50 on the first frames provided that:</p> <p>(i) where the employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of \$118.50 on the first frames; and</p> <p>(ii) the employer will not be liable for the tinted or outdoor component of any lenses.</p>
<p>15.10 Use of office vehicles</p> <p>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.</p>	<p>(i) Use of office vehicles</p> <p>If required by their employer, an employee will 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.</p>
<p>15.11 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p>	<p><i>Moved to Schedule C</i></p> <p>C.2.2 Adjustment of expense-related allowances</p> <p>(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.</p> <p>(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:</p>

<table border="1"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Clothing</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Spectacle allowance</td> <td>Therapeutic appliances and equipment sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Clothing	Clothing and footwear group	Spectacle allowance	Therapeutic appliances and equipment sub-group	<table border="1"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Clothing</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Spectacle allowance</td> <td>Therapeutic appliances and equipment sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Clothing	Clothing and footwear group	Spectacle allowance	Therapeutic appliances and equipment sub-group
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<p>16. Higher duties</p> <p>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.</p>	<p>17. Higher duties</p> <p>When an employee is required to do the work of an employee in a higher position or award level for more than two weeks that employee will be paid the higher rate as prescribed in clause 14—Minimum wages for that period.</p>																
<p>17. Payment of wages</p> <p>17.1 An employer may pay an employee’s wages on a weekly, fortnightly or monthly basis by cash, cheque or electronic transfer.</p> <p>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.</p>	<p>15. Payment of wages</p> <p>15.1 An employer may pay an employee’s wages on a weekly, fortnightly or monthly basis by cash, cheque or electronic funds transfer.</p> <p>15.2 An employer changing from a weekly or fortnightly pay cycle to a monthly pay cycle must give employees at least two months’ notice of the change.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>																
<p>18. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>18. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>																
<p>Part 5—Hours of Work and Related Matters</p> <p>19. Ordinary hours of work</p> <p>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):</p>	<p>Part 3—Hours of Work</p> <p>12. Ordinary hours of work</p> <p>Subject to clause 4.9(c), this clause will not have any application to the employees listed at clause 4.9(a).</p> <p>12.1 Ordinary hours of work will be an average of 38 hours a week to be worked on one of the following bases (provided that the requirements of clauses 12.5 and 12.9 are met):</p> <p>(a) by employees working 38 ordinary hours over five days in a seven day work cycle;</p>																

<p>(a) by employees working 152 ordinary hours over 19 days in a 20 day work cycle;</p> <p>(b) by employees working 76 ordinary hours over nine days in a 10 day work cycle; or</p> <p>(c) by employees working 38 hours on four days in each five day work cycle.</p> <p>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).</p>	<p>(b) by employees working 152 ordinary hours over 19 days in a 20 day work cycle;</p> <p>(c) by employees working 76 ordinary hours over nine days in a 10 day work cycle; or</p> <p>(d) by employees working 38 hours on four days in each five day work cycle.</p> <p>12.2 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.</p> <p>12.3 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 12.1, 12.6 and 12.9 are met).</p>
<p>19.3 Where agreement is reached under this clause:</p> <ul style="list-style-type: none"> • 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, <p>and</p> <ul style="list-style-type: none"> • 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, <p>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.</p>	<p>1.4 Penalties may not apply</p> <p>(a) Clause 12.4 applies if new work arrangements in clause 12.4(b) would lead to increased costs as some or all employee concerned would then be entitled to shift penalties that they would not have been entitled to if working a five day week.</p> <p>(b) Agreement may be reached on one of the following arrangements:</p> <ul style="list-style-type: none"> (i) to move from a five day week to a four day week; or (ii) to move to a nine day fortnight; or (iii) to move to a 19 day month; or (iv) to implement some other agreement that involves working fewer than five days per week on a consistent basis. <p>(b) Where an agreement is reached under clause 12.4(b), the agreement may provide that one or more of the penalties in clause 19—Shiftwork and weekend penalties will not apply.</p>

<p>19.4 In this clause, day means a period of 24 hours unless stated otherwise.</p> <p>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).</p>	<p>12.5 In this clause, day means a period of 24 hours unless stated otherwise.</p> <p>12.6 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).</p>
<p>19.6 Make-up time</p> <p>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.</p>	<p>12.7 Make-up time</p> <p>An employee may elect, with the consent of the employer, to work make-up time where the employee takes time off during ordinary hours and works those hours at a later time.</p>
<p>19.7 Calculation of time worked</p> <p>(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.</p> <p>(b) Entering upon duty means the earlier of:</p> <p>(i) arrival at the office for the first time in the day to begin duty; or</p> <p>(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.</p>	<p>12.8 Calculation of time worked</p> <p>(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 clause 12.8(b), until the time of finishing duty.</p> <p>(b) Entering upon duty means the earlier of:</p> <p>(i) arrival at the office for the first time in the day to begin duty; or</p> <p>(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.</p>
<p>19.8 Days off</p> <p>(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.</p> <p>(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</p>	<p>12.9 Days off</p> <p>(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 12.1.</p> <p>(b) 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.</p> <p>(c) An employer may require an employee to work on the employee's day off in case of an emergency or a shortage of staff because of sickness or other cause which cannot reasonably be foreseen. In this case, the employer must give the employee as much notice as</p>

<p>possible and will, within the same or the succeeding week, grant to such employee another day off in place of the original one.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>possible and will, within the same or the succeeding week, give the employee another day off in place of the original one.</p> <p>(d) Where an employee is given a day off duty, that day will start 12 hours after the time the employee finished duty.</p> <p>(e) When an employee is given two or more consecutive days off duty, those consecutive days will start eight hours after the employee finished duty.</p> <p>(f) Employees who are not given their days off in accordance with clause 12.9 will be paid 200% of the ordinary hourly rate for all work done on any such day or days with a minimum payment of four hours.</p>
<p>20. Breaks</p> <p>20.1 An employee must not be compelled to work more than five hours without a break of not less than 20 minutes.</p> <p>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.</p> <p>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.</p>	<p>13. Breaks</p> <p>13.1 An employee must not be required to work more than five hours without a break of at least 20 minutes.</p> <p>13.2 Subject to clause 13.3, where an employee is permitted a one hour meal break, 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.</p> <p>13.3 Where an employee in a country non-daily newspaper is permitted a meal break of at least 30 minutes, 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.</p>
<p>21. Shiftwork and weekend penalties</p> <p>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.</p> <p>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</p>	<p>Part 5—Overtime and Penalty Rates</p> <p>Part 5 will not have any application to the employees listed at clause 4.9(a), subject to clause 4.9(c).</p> <p>19. Shiftwork and weekend penalties</p> <p>19.1 An employee working as instructed by the employer will be entitled to be paid 110% of the ordinary hourly rate for all ordinary hours worked on a shift:</p> <p>(a) any part of which falls between the hours of 6.00 am and 7.00 am, or</p>

<p>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:</p>	<p>(b) that concludes between the hours of 6.00 pm and 8.30 pm.</p> <p>19.2 An employee working ordinary hours as instructed by the employer on a shift, any part of which falls between the hours of 8.30 pm and 6.00 am, will be entitled to the following rates for all ordinary hours worked on that shift:</p>						
<p>(a) metropolitan daily newspaper, suburban newspaper, a magazine or a wire service—17.5%;</p> <p>(b) regional daily newspaper or a country non-daily newspaper—15%, of their minimum hourly rate for each hour of that shift.</p> <p>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.</p>	<table border="1" data-bbox="1227 320 2092 555"> <thead> <tr> <th>Employees employed by a</th> <th>% of ordinary hourly rate</th> </tr> </thead> <tbody> <tr> <td>Metropolitan daily newspaper, suburban newspaper, a magazine or a wire service</td> <td>117.5%</td> </tr> <tr> <td>Regional daily newspaper or a country non-daily newspaper</td> <td>115%</td> </tr> </tbody> </table> <p>19.3 The additional rates provided in clauses 19.1 and 19.2 are not cumulative and, where any shift attracts both penalties, the higher percentage only will be paid.</p>	Employees employed by a	% of ordinary hourly rate	Metropolitan daily newspaper, suburban newspaper, a magazine or a wire service	117.5%	Regional daily newspaper or a country non-daily newspaper	115%
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Metropolitan daily newspaper, suburban newspaper, a magazine or a wire service	117.5%						
Regional daily newspaper or a country non-daily newspaper	115%						
<p>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.</p> <p>21.5 The respective additional payments prescribed in this clause will not exceed the amount calculated based on the rate for:</p> <p>(a) in the case of employees employed by a metropolitan daily newspaper or a magazine, wire service or regional daily newspaper—Level 8 employee;</p> <p>(b) in the case of employees employed by a suburban newspaper—Level 3 employee; or</p> <p>(c) in the case of any other employees—Level 6 employee.</p>	<p>19.4 Saturday and Sunday work</p> <p>(a) An employee required to work 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 the ordinary hourly rate for that shift.</p> <p>(b) Clause 19.4(a) does not apply to employees employed in a country non-daily newspaper.</p> <p>19.5 The rates prescribed in this clause will not exceed the amount calculated based on the rate for:</p> <p>(a) in the case of employees employed by a metropolitan daily newspaper or a magazine, wire service or regional daily newspaper—Level 8 employee;</p> <p>(b) in the case of employees employed by a suburban newspaper—Level 3 employee; or</p> <p>(c) in the case of any other employees—Level 6 employee.</p>						
<p>21.6 The penalties prescribed in this clause are payable only in respect of</p>	<p>19.6 The penalties prescribed in this clause are payable only in respect of</p>						

ordinary hours of work and not when overtime is worked.	ordinary hours of work and not when overtime is worked.
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<p>22. Overtime and penalty rates</p> <p>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.</p> <p>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.</p> <p>22.3 Daily overtime will be compensated for in the following manner:</p> <ul style="list-style-type: none"> (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; (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. <p>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.</p>	<p>20. Overtime and penalty rates</p> <p>20.1 The hourly rate for overtime purposes will be calculated based on the minimum hourly rate in clause 14.</p> <p>20.2 Daily overtime means all time worked outside of an employee's rostered hours of duty, except for time worked on a rostered day off.</p> <p>20.3 Daily overtime will be compensated for in the following manner:</p> <ul style="list-style-type: none"> (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; (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 20.3(e), subject to the forfeiture for inadequate notice as provided for under clause 30.2. (e) where mutually agreed, overtime may be paid as it is worked at the rate of 150% of the ordinary hourly rate for the first two hours and 200% ordinary hourly rate after two hours; 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. <p>20.4 When an employee is not given the days off provided for in clause 12.8, the employee must be paid at the rate of 200% of the ordinary hourly rate for all work done on any such day or days with a minimum payment of four hours.</p>
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<p>22.5 Insufficient break</p> <p>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:</p> <ul style="list-style-type: none"> (a) if the break is less than eight hours, overtime will be paid at the rate of double time for all work done before the expiration of 11 hours break; (b) if the break is eight hours or more, overtime will be paid at the rate of time and a half for all work done before the expiration of the 11 hour break; (c) time worked during any period of insufficient break will not be included in the calculation of weekly hours; and (d) in no circumstances will overtime involved in this subclause be compensated for more than once. 	<p>20.5 Insufficient break</p> <p>Insufficient break means all time worked before the expiration of 11 hours from completion of duty on one day and the start of duty, except during the distant engagements, and will be compensated as follows:</p> <ul style="list-style-type: none"> (a) if the break is less than eight hours, overtime will be paid at 200% of the ordinary hourly rate for all work done before the expiration of 11 hours break; (b) if the break is eight hours or more, overtime will be paid at 150% of the ordinary hourly rate 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.
<p>22.6 Distant engagements</p> <ul style="list-style-type: none"> (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. 	<p>20.6 Distant engagements</p> <ul style="list-style-type: none"> (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) Distant engagement means 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.

<p>(c) Commencement and ceasing times for distant engagement</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>(c) Commencement and ceasing times for distant engagement</p> <p>(i) Except as provided in clause 20.6(c)(ii), a distant engagement begins from the time of departure on the assignment from the place of origin.</p> <p>(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.</p> <p>(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.</p> <p>(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 20.5.</p>
<p>(d) Calculation of ordinary hours of work, overtime, shift penalty payments and treatment of days off on a distant engagement</p> <p>(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.</p> <p>(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.</p>	<p>(d) Calculation of ordinary hours of work, overtime, shift penalty payments and treatment of days off on a distant engagement</p> <p>(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.</p> <p>(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.</p>

- (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.

- (iii) Except as provided in clause 20.6(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 **150%** of the ordinary hourly rate the first eight hours and **200%** of the ordinary hourly rate after eight hours 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 **150%** of the ordinary hourly rate 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 19—Shiftwork and weekend penalties.
- (ix) For the purposes of clause 20.6(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 20.6(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 12.8, 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 12.8.

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).

21. Specialist publications

21.1 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.

21.2 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 **150%** of the ordinary hourly rate for the first eight hours overtime and **200%** of the ordinary hourly rate 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 3—Hours of Work and Part 5—Overtime and Penalty Rates of the award by virtue of clause 4.9(a)(i).

Part 6—Leave and Public Holidays

24. Annual leave

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.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Annual leave is provided for in the NES.

22.2 Annual leave and public holidays

(a) Notwithstanding clause 22.1, employees required to work public holidays at ordinary hourly rates of pay will be credited with additional annual leave, as follows:

Engaged by	Additional annual leave per year
A metropolitan daily newspaper, wire service, regional daily newspaper, suburban newspaper or magazine	13 days
A country non-daily newspaper	10 days

	<p>(b) The additional annual leave in clause 22.2(a) is instead of any penalty provisions provided for in clause 25.2.</p> <p>22.3 Employees receiving additional annual leave under clause 22.2(a) required to work on a public holiday will be paid in accordance with clause 25.4.</p>
<p>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.</p> <p>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.</p>	<p>22.4 An employee who is credited additional annual leave in accordance with clause 22.2(a) who is not required to work on a particular public holiday (apart from Good Friday and Christmas Day) must be notified at least 14 days before the public holiday and that day will be deemed to be taken as an annual leave day.</p> <p>22.5 Where an employee is credited an additional amount of annual leave in accordance with clause 22.2(a), 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 paid 200% of the ordinary hourly rate for one day.</p>
<p>24.5 Annual leave loading</p> <p>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.</p> <p>24.6 Requirement to take annual leave notwithstanding terms of the NES</p> <p>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.</p>	<p>22.6 Annual leave loading</p> <p>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 minimum rate of pay prescribed in clause 14—Minimum wages.</p> <p>22.7 Requirement to take annual leave notwithstanding terms of the NES</p> <p>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.</p>
<p>24.7 Annual leave in advance</p> <p><i>Provision not reproduced – standard clause – no change</i></p>	<p>22.8 Annual leave in advance</p> <p><i>Provision not reproduced – standard clause – no change</i></p>

<p>24.8 Annual close-down</p> <p>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:</p> <ul style="list-style-type: none"> (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. 	<p>22.9 Annual close-down</p> <p>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:</p> <ul style="list-style-type: none"> (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.
<p>24.9 Cashing out of annual leave</p> <p><i>Provision not reproduced – standard clause – no change</i></p>	<p>22.10 Cashing out of annual leave</p> <p><i>Provision not reproduced – standard clause – no change</i></p>
<p>24.10 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced – standard clause – no change</i></p>	<p>22.11 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced – standard clause – no change</i></p>
<p>24.11 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced – standard clause – no change</i></p>	<p>22.12 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced – standard clause – no change</i></p>

<p>24.12 Excessive leave accruals: request by employee for leave <i>Provision not reproduced – standard clause – no change</i></p>	<p>22.13 Excessive leave accruals: request by employee for leave <i>Provision not reproduced – standard clause – no change</i></p>
<p>25. Personal/carer's leave and compassionate leave Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>23. Personal/carer's leave and compassionate leave Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted</i></p>	<p>24. Parental leave and related entitlements Parental leave and related entitlements are provided for in the NES.</p>
<p>26. Community service leave Community service leave is provided for in the NES.</p>	<p>26. Community service leave Community service leave is provided for in the NES.</p>
<p>27. Public holidays</p> <p>27.1 Public holidays are those specified in the NES</p> <p>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.</p> <p>27.3 Employees receiving additional annual leave</p> <p>(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.</p> <p>(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.</p> <p>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.</p>	<p>25. Public holidays</p> <p>25.1 Public holiday entitlements are provided for in the NES.</p> <p>25.2 Work on public holidays An employee required to work on a public holiday or a substitute day as provided for in the NES or clause 25.4:</p> <p>(a) will be paid at ordinary rates and provided with a day off instead; or</p> <p>(b) paid 250% of the ordinary hourly rate, with a minimum payment of four hours.</p> <p>25.3 Employees receiving additional annual leave</p> <p>(a) Clause 25.2 does not apply to any employee receiving additional annual leave under clause 22.2(a).</p> <p>(b) An employee receiving additional annual leave under clause 22.2(a) is required to work on public holidays at ordinary rates of pay, unless directed to take a day of annual leave under clause 22.4.</p> <p>(c) An employee receiving additional annual leave in accordance with clause 22.2(a) and required to work on Good Friday or Christmas Day is entitled to an additional day off work in the fortnight in which that public holiday occurs. By agreement between an employee and employer, the additional day off may be banked and taken at a later time.</p>

<p>27.5 Substitution of certain public holidays by agreement at the enterprise</p> <p>(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.</p> <p>(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.</p>	<p>25.4 Substitution of certain public holidays by agreement at the enterprise</p> <p>(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.</p> <p>(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.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p>25.5 Part-day public holidays</p> <p>For provisions related to part-day public holidays see Schedule F—2016 Part-day Public Holidays.</p>
<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B—Translation Table</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule A—Translation Table</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule C—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule F—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule D—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule D—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule E—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule E—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Hourly Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule C—Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>