

From: Crilly, Stephen [<mailto:SCrilly@seyfarth.com>]
Sent: Friday, 12 May 2017 3:58 PM
To: Chambers - Gostencnik DP
Cc: AMOD; Perry, Darren
Subject: AM2016/33 - Review of the Graphic Arts, Printing and Publishing Award 2010

Dear Associate

We refer to the above matter, in relation to which we act for Fairfax Media Ltd. Please find **attached**, by way of filing:

- our client's outline of submissions in relation to the issue of award coverage and the application of the award to metropolitan daily newspaper offices;
- a draft determination reflecting the variations which our client submits ought be made; and
- copies of each of the three pre-modern awards referred to in the submissions.

As set out in the outline of submissions, our client notes that there do not seem to be any factual matters in dispute in this matter, and the AMWU has not filed any evidence in support of its proposed variations. As such, it appears to our client that if the Commission were so minded, and subject to the views of other interested parties, this may be a matter which could be dealt with on the papers.

A copy of this email has been sent to the Modern Awards team for posting to the Commission's website.

Yours sincerely

Stephen Crilly | Senior Associate | Seyfarth Shaw Australia
Level 40, Governor Phillip Tower | 1 Farrer Place | Sydney, New South Wales 2000
Direct: +61 2 8256 0409 | Mobile: +61 405 765 440 | Fax: +61 2 8256 0490
scrilly@seyfarth.com | www.seyfarth.com

**SEYFARTH
SHAW**

IN THE FAIR WORK COMMISSION

Matter No: AM2016/33

In Re: Four-yearly review of the *Graphic Arts, Printing and Publishing Award 2010*

OUTLINE OF SUBMISSIONS OF FAIRFAX MEDIA LTD

1. This outline of submissions is filed pursuant to the directions issued by Deputy President Gostencnik on 22 February 2017, as varied on 24 March 2017. It relates to the variations to the *Graphic Arts, Printing and Publishing Award 2010* (**Award**) sought by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (**AMWU**) in relation to metropolitan daily newspapers, as set out in its submission of 7 April 2017.
2. Fairfax Media Ltd (**Fairfax**) is the holding company of the Fairfax Media Group, which publishes a variety of daily and non-daily newspapers. Fairfax has a particular interest in the current proceedings relating to the coverage and application of the Award to metropolitan daily newspapers, because the Fairfax Media Group in aggregate is the largest Australian publisher of metropolitan daily newspapers that is not covered by its own enterprise awards.

A FAIRFAX POSITION ON VARIATIONS SOUGHT

3. The AMWU seeks that the Award be varied to:
 - (a) remove the word “regional” from the references in the current award to “regional daily newspapers” (**Daily Newspapers Variation**);
 - (b) amend the Award’s annual leave provisions to ensure that shiftworkers who work under the Award remain entitled to 6 weeks and 3 days of annual leave if they agree to work on public holidays at their ordinary time rate (**Annual Leave Variation**); and
 - (c) in relation to employees working on daily metropolitan newspapers only, insert new entitlements which supplement and exceed those in the National Employment Standards (**NES**) with respect to:
 - (i) severance pay;
 - (ii) “sick leave”; and
 - (iii) paid community service leave (that is, jury service leave).

(NES Supplementation Variations)

Lodged by:

Seyfarth Shaw Australia for Fairfax Media Ltd
Address for Service:
Level 40, Governor Phillip Tower, 1 Farrer Place
Sydney NSW 2000

Telephone: (02) 8256 0400
Fax: (02) 8256 0490
Email: dperry@seyfarth.com

4. Fairfax supports the Daily Newspapers and Annual Leave Variations, and submits that the Commission ought vary the Award as sought by the AMWU in those respects. It however opposes each of the NES Supplementation Variations, and submits that the Commission ought reject each of them.

B THE DAILY NEWSPAPERS VARIATION

5. The AMWU proposes that each instance of the term “regional daily newspaper” in the Award be replaced by the term “daily newspaper”. Its reasons for this variation are to ensure that the Award covers employees engaged in the production of metropolitan daily newspapers, and that the Award adequately provides for the terms and conditions for such employees.
6. Fairfax agrees that the variation sought by the AMWU ought be made. It submits, however, that these are variations in form rather than substance, and that the Award already has the effect which the AMWU seeks to give it.
7. The relevance of references to “regional daily newspapers” in the current Award is essentially twofold:
 - (a) *First*, the “graphic arts, printing and publishing industry” in which an employer must be engaged to be covered by the award includes the “production of non-daily and regional daily newspapers” (clause 4.9(n)).
 - (b) *Second*, a number of provisions of the Award apply differently as between employees who are engaged in the production of regional daily newspapers, non-daily newspapers, and by employers in non-newspaper sectors. A number of provisions of the Award operate in this way, but most notably, the Award includes multiple suites of provisions dealing with hours of work, loadings and overtime that apply to specific categories of employees. For example, clause 30.6 sets out the hours of work provisions for employees in a “regional daily newspaper office”, which differ from those applicable to other classes of employees under other parts of clause 30.
8. In its submissions, the AMWU characterises the effect of the Daily Newspapers Variation as bringing employees working on metropolitan daily newspapers within the coverage of the Award, and ensuring that it is capable of applying to them. Conversely, Fairfax submits that the Daily Newspapers Variation merely clarifies the current arrangements under the Award.
9. Insofar as the Daily Newspapers Variation concerns the coverage of the Award, the Award currently covers employers who are engaged in “printing of all classes” and “publishing” (clause 4.9(a), (e)). On the clear, ordinary and general meaning of these terms, they encapsulate the operation of physically producing and printing a metropolitan daily newspaper. With respect to the AMWU’s invocation of the maxim that *lex specialis derogate*

legi generali,¹ courts have long recognised that the maxims of interpretation are “valuable servants but dangerous masters”.² Accepting that principles applicable to the interpretation of statutes may apply equally to industrial instruments,³ Fairfax submits that paragraphs (a) and (e) are separate enactments within the definition of the “graphic arts, printing and publishing industry”, reflecting that the Award is a modernised consolidation of more numerous awards which applied in a variety of sectors. The separate paragraphs of the definition do not purport to limit one another’s content, and there is no reason to think the tribunal which made it intended it to have that effect. Rather, as the High Court has said of a not dissimilar argument regarding the interpretation of a statute:

In terms, each paragraph is a separate provision in no way dependent upon the other. Furthermore, although there may be considerable overlap in the operation of the two provisions, there is no contradiction between them. Both provisions can operate according to their terms without difficulty.... In these circumstances there is no room for the application of the maxim *expressio unius*. That maxim must always be applied with care, for it is not of universal application and applies only when the intention it expresses is discoverable upon the face of the instrument.⁴

10. Fairfax accepts that the lack of explicit references to metropolitan daily newspapers in the way that the Award refers to non-daily and regional daily newspapers is incongruous, but this provides no basis to read down the breadth of the phrases “printing of all classes” and “publishing”, in which its printing entities are certainly engaged. As such, in Fairfax’s view the Award has covered Fairfax Group employers which print metropolitan daily newspapers since the Fairfax enterprise awards relevant to each employee terminated in 2014.⁵ Fairfax understands that West Australian Newspapers Ltd and its associated entities take the same view.⁶
11. Insofar as the Daily Newspapers Variation affects how the Award applies to particular employees and enterprises, particular provisions of the Award currently apply to employees in a “regional daily newspaper office”. That term is defined in clause 3.1 as including “every

¹ AMWU Outline of Submissions dated 7 April 2017 (**AMWU Outline**) at paragraph 13.

² *Colquhoun v Brooks* (1888) 21 QBD 52 at 65.

³ *Paper Australia Pty Ltd v Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union* [2017] FWCFB 1621 at [21].

⁴ *Houssein v Under Secretary, Department of Industrial Relations & Technology (NSW)* (1982) 148 CLR 88 at 94.

⁵ Before which they were excluded from coverage by clause 4.3 of the Award, as Fairfax’s enterprise awards were “enterprise instruments” as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

⁶ Letter from Allion Legal to the chambers of Deputy President Bull dated 25 January 2016.

office in which a daily newspaper is printed and/or published on more than four days a week” – that is, with a conspicuous lack of any reference to being published in a regional area.⁷

12. Again, the notion that a “regional daily newspaper” might include *The Sydney Morning Herald* is incongruous. That is, nonetheless, the plain meaning of the current Award provisions. With respect to the AMWU’s analysis, and without criticism of the Full Bench which modernised the News Limited enterprise awards,⁸ any construction which excludes metropolitan newspapers from the definition requires the imposition of a limitation which does not flow from its words, based on a presumed intention on behalf of the drafters. While the Commission’s predecessor might not have averted in 2008 to the potential that the structure of the new Award might bring metropolitan newspapers within the relevant definition, the move away from award coverage based on residency means that picking up definitions from previous awards may expand their compass.⁹ Avoiding this result would require the Commission to “read in” additional words of limitation in the definition. The reading in of words in an award should be done only where there is a clear necessity to do so,¹⁰ a high threshold which it is submitted is not met in this case.
13. Rather, awards of the Commission should be given their ordinary and general meaning, and interpretation must be based on the actual words used rather than the presumed subjective intent of the drafters – even if the Commission forms a positive view that the correct interpretation of a provision was not what was intended by the relevant award-making authority.¹¹ While the Commission may legitimately prefer one among two or more available interpretations that best gives effect to the evident purpose of a provision, it is nonetheless bound by the words that the drafters actually used, and cannot simply assign a provision a meaning which the Commission considers appropriate.¹²
14. Additionally, and in the alternative, to the extent that multiple interpretations of an award provision are available, it is open to the Commission to “strain” for meanings which avoid inconvenience or injustice.¹³ Fairfax submits that preferring an interpretation which gives printing employees working on metropolitan daily newspapers the benefit of an award safety net rather than making them award-free (or covered by the *Miscellaneous Award 2010*) falls squarely within that category.

⁷ Cf. clause 3.1 of the *Journalists Published Media Award 2010*, which defines a “regional daily newspaper” as “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”.

⁸ Which determined only that the Award does not expressly cover metropolitan daily newspapers, and did not conduct any in-depth analysis of the above points: see *Re Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union* [2014] FWCFB 6167 at [9].

⁹ Cf. AMWU Outline at paragraph 12.

¹⁰ *Police and Nurses Credit Society Ltd v Finance Sector Union of Australia* (2003) 132 IR 13 at [96]-[97].

¹¹ *City of Wanneroo v Holmes* (1989) 30 IR 362 at 379.

¹² *Ibid*; *Kucks v CSR Ltd* (1996) 66 IR 182 at 184.

¹³ *Kucks v CSR Ltd* (1996) 66 IR 182 at 184.

15. The matters set out above do not, however, affect Fairfax’s submission that the Commission ought make the Daily Newspapers Variation. Indeed, they have the effect that rather than a substantive change to the coverage of the Award or the way in which it applies to metropolitan daily newspapers, the variation is in the nature of a redrafting exercise, and may be made more readily than a more substantial variation which would require the moving party to bring an appropriately detailed evidentiary and submissions case.¹⁴
16. The replacement of references throughout the Award to “regional daily newspapers” with the words to “daily newspapers” will have the effect that all relevant employees within the graphic arts, printing and publishing industry who work on daily newspapers will clearly be subject to the same terms and conditions, being those which for the reasons above already apply to them on a common basis. That outcome will contribute to the Award providing a “fair and relevant minimum safety net of terms and conditions”, particularly given the following matters:
- (a) By clarifying the ambiguity about whether and how the Award applies to employees working on metropolitan daily newspapers, and eliminating unnecessary verbiage, the Daily Newspapers Variation will help provide a simpler and easier to understand safety net (see section 134(1)(g) of the *Fair Work Act 2009 (Act)*).
 - (b) Because the variation will reflect the way in which major employers in the sector currently apply the Award, it will not have significant or unintended negative consequences for employees, employers, or more broadly (see particularly sections 134(1)(a), (c), (f) and (h) of the Act).
 - (c) Generally the Commission will presume that that, *prima facie*, the Award achieved the modern awards objective with respect to regional daily newspapers when it was made.¹⁵ While that presumption does not limit the Commission’s discretion to find that the Award does not provide an appropriate safety net and make variations accordingly,¹⁶ there is no evidence before the Commission that would lead it to such a finding and, subject to a limited number of items where the AMWU is holding discussions with other interested parties and peak groups, Fairfax does not understand there to be any submission to the contrary in this review. Fairfax submits that there is no reason that minimum conditions appropriate for employees at regional daily newspapers should not also be appropriate to colleagues working on metropolitan newspapers, particularly given Fairfax’s submission that for the above reasons, the Award covers Fairfax employees and has done so in this way since its enterprise awards terminated in 2014.

¹⁴ *Re Stevedoring Industry Award 2010* (2015) 249 IR 375 at [150] (Kovacic DP and Roe C).

¹⁵ *Re 4 Yearly Review of Modern Awards—Preliminary Jurisdictional Issues* (2014) 241 IR 189 (***Preliminary Jurisdictional Issues Decision***) at [24].

¹⁶ *Re 4 Yearly Review of Modern Awards—Penalty Rates* [2017] FWCFCB 1001 at [263]-[267].

17. Given the disagreement between the parties (albeit a disagreement without real consequence) as to the scope of the Award, Fairfax submits that the variation is “necessary” to ensure that the Award as a whole achieves the modern awards objective in the sense mandated by section 138 of the Act,¹⁷ and that accordingly it should be made by the Commission.

C THE ANNUAL LEAVE VARIATION

18. Second, the AMWU proposes to vary clause 37.2 of the Award as follows:

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

19. Fairfax agrees that this clause ought be varied, though it proposes a slightly different form of words for the last sentence of the sub-clause.
20. Clause 37.2 of the Award essentially permits employees in a daily newspaper office who are required to work on public holidays to agree with their employer that instead of receiving the public holiday penalty rates in clause 41, they will receive an additional 2 weeks and 3 days of annual leave. The current final sentence of the clause excludes the application of this provision to persons who meet the description of a “shiftworker” for the purposes of the NES, set out in clause 37.4. That has the curious effect that in some enterprises, day workers can enter into an arrangement to regularly work on public holidays at ordinary time rates, but in return receive 6 weeks and 3 days of annual leave, while shiftworkers cannot make such an arrangement and so are entitled to only 5 weeks of annual leave (plus applicable loadings for any public holidays worked).
21. Fairfax agrees with the AMWU that this appears to be an unintended consequence or drafting error, and that it ought be remedied. It suggests, however, that a form of words different to the AMWU’s proposed variation be used, to ensure that clause 37.2 only excludes the operation of clause 37.4 (which defines a “shiftworker” for the purposes of the NES and therefore triggers the legislative entitlement to a fifth week of leave under section 87(b)(i) of the Act) where an employee and their employer have entered into an agreement under clause 37.2. This will ensure that where shiftworkers are paid penalty rates for public holidays, they

¹⁷ Ibid at [137]-[141].

receive the correct five weeks of leave as compensation for regularly working Sundays¹⁸ rather than inadvertently becoming entitled to only four weeks of leave.

D THE NES SUPPLEMENTATION VARIATIONS

22. As foreshadowed above, Fairfax opposes each of the NES Supplementation Variations. In general, Fairfax submits that these variations represent substantial changes to the existing award safety net, and so require the making out of a commensurately detailed case supported by evidence and submissions.¹⁹ The onus to make such a case lies on the party propounding a change.²⁰
23. In contrast to the required standard established by the decisions of the Commission cited immediately above, the AMWU has no evidence in support of its case for the NES Supplementation Variations. Its submissions are brief and based on bald assertions, for which there is no evidence or even real justification, such as the assertion that the variations would be cost-neutral for employers.²¹ As such, Fairfax submits that the threshold for the making of a variation as part of the current review has not been met, and the NES Supplementation Variations ought be refused on that basis alone.
24. A number of other general comments may also be made about the AMWU's claims for the NES Supplementation Variations. In general, they are based on an assertion that prior to the award modernisation process, the enterprise awards covering publishers of metropolitan daily newspapers established industry standards which the Commission ought now re-instate. The specific awards relied on are:
- (a) the *Fairfax Printers Award 1999 (Fairfax Award)*, which covered Fairfax's main print operations including the facilities where *The Sydney Morning Herald*, *The Australian Financial Review* and *The Age* were then printed;
 - (b) the *Print Centre (Canberra Times) Award 2003 (Canberra Times Award)*, which covered the Fyshwick print centre where *The Canberra Times* is printed; and
 - (c) the *Printing (Newspaper) Award 1979 (WA Award)*, an award of the Western Australian Industrial Relations Commission which covered the operations of what is now West Australian Newspapers,²²

¹⁸ As was the original rationale of the additional week of leave: see *Re Shift Workers Case* [1972] AR (NSW) 633 at 659. See also *O'Neill v Roy Hill Holdings* [2015] FWC 2461 at [26]-[27].

¹⁹ *Preliminary Jurisdictional Issues Decision* (2014) 241 IR 189 at [23]; *Re Security Services Industry Award 2010* [2015] FWCFB 620 at [8].

²⁰ *Re Stevedoring Industry Award 2010* (2015) 249 IR 375 at [150].

²¹ AMWU Outline at paragraph 45.

²² *Ibid* at paragraphs 25, 28.

(collectively, the **Metropolitan Newspaper Awards**). While in a number of places in its submissions the AMWU calls in aid the content of the enterprise awards covering News Limited, Fairfax submits that they ought be given little or no weight. Those awards were modernised, with the result that the conditions they contain will cover or apply to the relevant News Limited entities, and any content now inserted into the Award will conversely not affect them.

25. One might query whether three enterprise awards, binding entities in two corporate groups, can constitute an industry standard. Even assuming that they can, however, it is important to appreciate the diversity of provisions that the three Metropolitan Newspaper Awards contained. Their provisions varied considerably, and were tailored to the individual circumstances of each enterprise. For example, clause 17 of the Fairfax Award established a system of annualised hours whereby full-time employees were expected to work an average of 46 hours per week. For that reason, even where one of three awards did provide for a more beneficial entitlement than the NES in a particular respect, it needs to be seen in the context of the “swings and roundabouts” approach repeatedly described by the Award Modernisation Full Bench and in subsequent reviews, through which the award modernisation process inevitably increased individual entitlements for some employees and reduced them for others.²³
26. In the award modernisation process, the Full Bench sought to rationalise and consolidate a great number of awards, and in doing so was guided by the most common provision across various State awards and other instruments covering an industry, noting that this might increase costs to some employers and reduce benefits to other employees.²⁴ If one were to seek to craft a suite of award conditions that did this in respect of the metropolitan newspaper printing sector, one would need to conduct the same exercise in relation to the Metropolitan Newspaper Awards, considering any commonalities among the awards and weighing all aspects of their provisions, including features which were less favourable to employees than the current Award and/or the NES. However, as will be apparent from the below, the AMWU has instead selected a limited number of entitlements and moved the Commission to re-enact the “high water mark” in relation to each of them.
27. In truth, what the AMWU is trying to do is to re-animate the most beneficial provisions in a suite of enterprise awards which it had every opportunity to seek to modernise. Indeed, the AMWU did make applications to modernise the Metropolitan Newspaper Awards.²⁵ That each of those awards subsequently terminated as a result of the AMWU discontinuing those applications was entirely within the AMWU’s control, and the Commission ought not entertain

²³ *Re Modern Awards Review 2012—Penalty Rates* (2013) 231 IR 361 at [32]-[34], [217].

²⁴ *Ibid* at [32].

²⁵ Specifically, in matters EM2013/129 (WA Award), EM2013/160 (Fairfax Award) and EM2013/116 (Canberra Times Award).

it now seeking a “second bite at the cherry” in relation to carefully selected entitlements drawn from instruments which have had no operation for over three years.

28. The gist of the AMWU’s submission on these matters is contained in its comments on section 134(1)(a) of the Act, which requires the Commission to consider the needs and relative living standards of low-paid employees in assessing whether an award meets the modern awards objective. The AMWU submits that:

It is... unfair that such workers [that is, employees working on metropolitan daily newspapers] should rely on provisions which exclude the historical bargains of employees in the industry.

29. This neatly encapsulates the misapprehension about the role of the Award that runs through the AMWU’s case on the NES Supplementation Variation. The role of a modern award is not to embody a bargain in the mold of a pre-modern consent award; it is to provide a fair and relevant safety net which should, among other things, encourage enterprise bargaining (see section 134(1)(b) of the Act). If the AMWU wishes to pursue substantially above-NES entitlements which embody past “bargains”, the appropriate place to do that is in negotiated enterprise agreements, not the award safety net.

30. Subject to the above general comments, each of the NES Supplementation Variations is addressed individually below.

D.1 Severance pay

31. The AMWU seeks that the Commission insert a sub-clause into the Award which would provide employees within a metropolitan daily newspaper office who are dismissed by reason of redundancy with a severance entitlement based on 4 weeks’ pay per year of service for the first 10 years, followed by 3 weeks’ pay per year of service thereafter. The redundancy payments which might be made under such a clause are very considerable, given the lack of any cap on the number of weeks’ pay which an employee might become entitled to when they are retrenched.

32. The AMWU’s primary case in relation to severance pay is that its claim reflects a “clear standard of Redundancy entitlements across the metropolitan daily newspaper awards”, and that making the variation sought would restore the status quo ante.²⁶ This is simply not correct:

- (a) While clause 12.2.2(a) of the Canberra Times Award did provide for the calculation of severance entitlements based on the scale proposed by the AMWU, it applied only to voluntary terminations by reason of redundancy, as part of a scheme where forced redundancies by reason of technological change were not permitted and employees

²⁶ AMWU Outline at paragraphs 24, 26, 28, 29.

whose roles were redundant could either undergo re-training or apply for voluntary termination (which the employer was not obliged to allow).

- (b) Clause 11.1.1 of the Fairfax Award limited severance pay to a maximum of 8 weeks.
 - (c) Most notably, the WA Award provided for no severance payments whatsoever.
33. Even on the AMWU's own case, the supposed "clear standard" across metropolitan daily newspaper awards only ever applied to employees who printed one Fairfax metropolitan daily (*The Canberra Times*), and even then only in the particular context of a redundancy scheme with many features which the AMWU does not propose to introduce into the Award. It does not appear to have applied to West Australian Newspapers at all.
34. The AMWU's case for an enhanced severance entitlement in the Award should be rejected for the above reasons, and for those set out in paragraphs 22-30 above. The way the AMWU has run its case leaves the Commission in no real position to assess whether the variations are necessary to meet the modern awards objective, and as a result, the Commission is in no position to make such a significant variation.
35. There is one further reason that the Commission ought not entertain the variation proposed by the AMWU, which is that it is in effect an industry-specific redundancy scheme. An industry-specific redundancy scheme can only be inserted into a modern award through the award modernisation process, which has passed, or through the process of varying the coverage of other related modern awards which contain such a scheme.²⁷ That is not the case here, and as such the Commission would have no power to insert an industry-specific redundancy scheme.
36. Fairfax accepts that the Commission has the power to insert a term into the Award which would supplement the NES, while a true industry-specific redundancy scheme could have features which were detrimental when compared to the NES. It submits, however, that the extent of the supplementation proposed by the AMWU would be inappropriate except through a broader scheme including the features of the Canberra Times Award (and to the extent they are relevant, the News Limited awards) which were less beneficial for employees than the NES. In that case, substantial supplementation should not be permitted.

D.2 Sick leave

37. In relation to sick leave, the AMWU seeks that in each year, employees in a daily metropolitan newspaper office with at least 6 months' continuous service be able to take:
- (a) 20 days of sick leave at full pay;

²⁷ *Fair Work Act 2009* (Cth) s 141(1), (2).

- (b) a further 20 working days of sick leave at half pay;
- (c) another further 20 working days at quarter pay.

In dollar terms, employees would be able to take the equivalent of 35 days' paid leave each year, well in excess of the 10 days prescribed by the NES. It appears to be intended that where an employee does not exhaust their 20 days at full pay, half of the unused leave will be carried forward from year to year, but must be used within 5 years of having accrued. It is not clear how a number of other aspects of the clause would operate (for example, whether employees would also be entitled to take carer's leave under the NES).

38. As with its severance pay claim, the AMWU's claim for enhanced "sick leave" entitlements is based on the proposition that the variation would reinstate the previous industry standard embodied in relevant awards. Again, that assertion is plainly wrong:

- (a) Clause 21.1.2 of the Fairfax Award allowed employees in their first year of employment to take 54 hours of personal leave and other employees to take 76.8 such hours. It should be noted that for a full-time employee in their first year of employment, this entitlement would in most (if not all) cases be inferior to the NES, and it would scarcely be superior in the second and subsequent years. Under clause 21.2, not all of these hours could be accrued from year to year, and clause 21.2.3 set a maximum accumulation. Clause 21.1.4 further limited the amount of personal leave which could be taken as sick leave in each year.
- (b) Clause 23.2.2 of the Canberra Times Award provided full-time employees with 5 days of personal leave in their first year of employment and 8 days subsequently, with a pro-rated entitlement for part-time employees.
- (c) Only clause 20(3) of the WA Award contained the entitlement which the AMWU now seeks to insert into the Award. It should be noted that this was not personal/carer's leave as it exists under the Act, but rather purely sick leave, which appears to explain the terminology used by the AMWU in its draft determination.

39. Again, the conspicuous absence from the former awards covering those employers to whom the new standard would apply requires the AMWU to point to the News Limited awards, notwithstanding its apparent acceptance for other purposes that the enterprise award modernisation process effectively took them out of play.

40. The rest of the AMWU's argument relating to its claim for enhanced sick leave entitlements may be briefly disposed of. The remainder of the submission amounts to an assertion that the provision of additional sick leave to employees who work night shift or intermediate shift to ensure newspaper production "makes sense", and "the evidence points to employees who

regularly work night shift having negative impacts upon their health”.²⁸ This may be briefly disposed of.

41. *First*, notwithstanding references to “the evidence” in the AMWU’s submissions, there is no evidence whatsoever in these proceedings, and certainly no material before the Commission which meets the high evidentiary standard required to make out the case for a significant claim.
42. *Second*, to the extent that the Commission may take notice that industrial tribunals have historically accepted that some negative health outcomes correlate with the working of shifts:
- (a) Generally, as a matter of policy the approach has been to ameliorate these impacts by other means, including increasing the amount of annual leave available to shiftworkers (as embodied in section 87(2) of the Act).²⁹
 - (b) The AMWU’s proposed variation is not limited to employees who in fact perform shift work.
 - (c) No evidence or submissions have been filed to demonstrate why 10 days per year of personal leave is inadequate for these employees, and why a greater entitlement is not only desirable but necessary for the Award to achieve the modern awards objective.³⁰
 - (d) There are many industries in which continuous shift work is the norm, but in the awards covering which the Commission has nonetheless not supplemented the NES entitlement to personal leave. The AMWU has led no evidence and brought no submissions to establish why an employee working on a metropolitan daily newspaper under the Award requires additional personal leave when metalworkers, nurses, stevedores, iron ore miners³¹ and many other continuous shiftworkers – including employees working under the same conditions but on a regional newspaper – apparently do not.
43. Given the inadequate case prosecuted for the variation, the lack of attention to the modern awards objective, the absence of the asserted pre-existing industry standard, the complexity of the proposed clause, its potential to cause difficulty in how it interfaces with extant personal/carer’s leave entitlements, and the general matters dealt with in paragraphs 22-30

²⁸ AMWU Outline at paragraph 31.

²⁹ See also *Re Operational Ambulance Officers (State) Award* (2001) 113 IR 384 at [171]-[186], endorsed in *Re Public Health System Nurses’ and Midwives’ (State) Award* (2009) 188 IR 327 at [10].

³⁰ As required by section 138 of the Act. See also *Preliminary Jurisdictional Issues Decision* (2014) 241 IR 189 at [36].

³¹ See clause 42 of the *Manufacturing and Associated Industries and Occupations Award 2010*, clause 34 of the *Nursing Award 2010*; clause 23 of the *Stevedoring Industry Award 2010* and clause 24 of the *Mining Industry Award 2010*.

above, the Commission ought decline the proposed variation. The way the AMWU has run its case leaves the Commission in no position to conclude that the variations are necessary for the Award to achieve the modern awards objective, though one may seriously doubt any assertion that an effective three-and-a-half-fold increase in the safety net entitlement to personal leave will not flow through to increased costs and productivity, whether immediately in the case of the AMWU's hypothetical new entrant to the industry,³² or over time through enterprise bargaining and the application of the better off overall test (see section 134(1)(f)). The accounting for leave in various ways is also needlessly complex (see section 134(1)(g)).

D.3 Paid community service leave

44. Finally, the AMWU seeks a variation to the effect that where employees on daily metropolitan newspapers are required for jury service, they will be paid the difference between any court pay and their pay for the ordinary hours they would otherwise have worked in the period. This would supplement the NES, under which an employer is only required to pay an employee for the first 10 days of a period of jury service, and is only required to pay the employee at their base rate of pay (excluding, for example, shift or penalty loadings).
45. Unlike the claims discussed above, uncapped jury service pay was indeed a feature of each of the Metropolitan Newspaper Awards. This was not so much an industry standard, however, as a standard feature of federal and many other awards. It is therefore unsurprising that this issue has been considered by the Commission's predecessor in the past.
46. In short, the AMWU's claim is an attempt to re-agitate a claim which was comprehensively rejected by the Award Modernisation Full Bench in 2008. On that occasion, the Full Bench said that:

We have given further consideration to whether modern awards should supplement the NES in relation to the amount of jury service leave to which an employee is entitled. The NES provides that jury service leave should be limited to 10 days. So far as we know jury service leave provisions in awards and NAPSAs are not subject to any cap at all. If we were to maintain an unlimited entitlement it would be necessary to supplement the NES in every modern award. Such a course would be inconsistent with the NES and tend to undermine it.

A similar consideration arises in relation to the rate of pay while on jury service leave. For similar reasons we shall not make general provision for a rate of pay

³² AMWU Outline at paragraph 34.

other than the base rate as defined in the NES. It follows that the standard community service leave clause will simply refer to the NES.³³

47. Fairfax submits that there are no cogent reasons for the Commission to adopt a different approach, and the decision of the Award Modernisation Full Bench ought be followed.³⁴ While there may be an arguable case to supplement the NES in the case of individual awards where bespoke arrangements for a given entitlement were developed to meet the circumstances of a particular industry or sector, that is not the case here. The “industry standard” in relation to jury pay to which the AMWU refers in its submissions was in fact a federal award standard, but one which the Commission’s predecessor nonetheless determined not to include in modern awards. Had the current argument been run in 2008, there is no reason that there would have been a different result in relation to metropolitan daily newspaper employees, and the Commission ought not depart from that approach today.
48. As with the above variations, the inadequate case run by the AMWU in support of this variation, combined with previous Full Bench decision rejecting its approach, is fatal to the proposed variation.

E CONCLUSIONS AND ADMINISTRATIVE MATTERS

49. For all of the reasons set out above, the Commission ought make the Daily Newspapers Variation and, in an amended form, the Annual Leave Variation. It should however reject each of the NES Supplementation Variations, as the case for them is manifestly inadequate and in any case there is no merit case for these changes. Enclosed with this outline of submissions is a draft determination giving effect to the variations in relation to the coverage and application of the Award to metropolitan daily newspapers which Fairfax contends ought be made as part of the current review.
50. As a final administrative matter, it does not appear to Fairfax that there are any factual matters in dispute in these proceedings, and no evidence has been filed. As such, Fairfax submits that if the Commission were so minded, this would be an appropriate matter with which to deal on the papers. Certainly it does not appear to Fairfax that two hearing days will be necessary to deal with this matter.

Seyfarth Shaw Australia

12 May 2017

³³ *Re Award Modernisation* (2008) 177 IR 364 at [103].

³⁴ See in this respect *Preliminary Jurisdictional Issues Decision* (2014) 231 IR 189 at [25]-[27].

DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2016/33)

GRAPHIC ARTS, PRINTING AND PUBLISHING AWARD 2010

[MA000026]

Graphic arts industry

DEPUTY PRESIDENT GOSTENCNIK
DEPUTY PRESIDENT CLANCY
COMMISSIONER HARPER-GREENWELL

MELBOURNE, [X] JUNE 2017

- A. Further to the decision of the Commission on [date] and pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009*, the *Graphic Arts, Printing and Publishing Award 2010* (**Award**) is varied as follows:
1. By deleting the words “regional daily newspaper” wherever they appear in the Award and in each case inserting the words “daily newspaper” in their place.
 2. By re-ordering the definitions in clause 3.1 of the Award accordingly.
 3. By deleting the words “This provision does not apply to a shiftworker as defined in clause 37.4” in clause 37.2 of the Award and in their place inserting the Award:

“Where there is an agreement between an employer and an employee under this clause 37.2, this clause 37.2 applies to the employee instead of clause 37.4”

- B. The variations to the Award set out in this Determination come into operation on [date].

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
<Price code A>

AN160258 – The Printing (Newspaper) Award 1979

This Fair Work Australia consolidated award reproduces the former State award The Printing (Newspaper) Award 1979 as at 27 March 2006.

About this Award:

Formerly award PRI006 of the Western Australian Industrial Relations Commission.

Printed by authority of the Commonwealth Government Printer.

Disclaimer:

Please note that this consolidated former State award is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

Printing (Newspaper) Award 1979, The No. R 23 of 1979

1. - TITLE

This award shall be known as The Printing (Newspaper) Award 1979, and replaces Award No. 19 of 1972 as amended.

1B. - MINIMUM ADULT AWARD WAGE

(1) No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.

(2) The Minimum Adult Award Wage for full time adult employees is \$484.40 per week payable on and from 7th July 2005.

(3) The Minimum Adult Award Wage of \$484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.

(5) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the Minimum Adult Award Wage of \$484.40 per week.

(6) (a) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

(b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.

(7) Subject to this clause the Minimum Adult Award Wage shall -

(a) apply to all work in ordinary hours.

(b) apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum adult award wage.

(9) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$406.70 per week.

(b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by this award for an adult apprentice in force immediately prior to 5th June 2003.

2. - ARRANGEMENT

1. Title
- 1B. Minimum Adult Award Wage
2. Arrangement
3. Area
4. Scope
5. Term
6. Definitions
7. Terms of Employment
8. Casuals
9. Consultative Procedures
10. Enterprise Agreements
11. Review of Wage Rates
12. Mixed Functions
13. Time and Wage Records
14. Hours of Work
15. Overtime
16. Meal Breaks
17. Public Holidays
18. Annual Leave
19. Long Service Leave
20. Sick Leave
21. Trade Union Education Leave
22. Jury Service
23. Bereavement Leave
24. Union Officials Visiting Factory
25. Chapel Delegates
26. Disputes
27. Deleted
28. Apprentices
29. Introduction of New Equipment
30. Computerised Typesetting
31. Machine Composing Conditions
32. Photo Composition
33. Printing Machining
34. Reading Room Conditions
35. Payment of Wages
36. Deleted
37. Protective Clothing

- 38. Maternity Leave
- 39. Wages

Appendix - Resolution of Disputes Requirements
Schedule A - Respondents
Schedule B - Named Union Party
Appendix - S.49B - Inspection Of Records Requirements

3. - AREA

This award operates in the area comprised within a radius of 24 km from the General Post Office, Perth, excluding the land and premises owned or occupied by the Independent Group of Newspapers.

4. - SCOPE

This award relates to the Newspaper Printing Industry and applies to all workers employed in that industry in any calling mentioned in clause 39 of this award.

5. - TERM

This award operates for a period of 12 months from the date hereof.

6. - DEFINITIONS

In this award, unless the contrary intention appears -

"Day Work" means work done between 8.00am and 6.00pm.

"Night Work" means work done between 6.00pm and 8.00am.

"Intermediate work" means work done during hours which include hours of both day work and night work.

7. - TERMS OF EMPLOYMENT

(1) The employment of a worker may be terminated -

- (a) by a week's notice on either side in the case of a weekly worker; and
- (b) without notice in the case of a casual worker.

(2) Notice of termination of employment -

(a) may be given at any time during the week to take effect one week after the day on which it is given; and

(b) shall not, unless the House and the Chapel so agree, be given so as to take effect concurrently with any leave to which the worker is entitled under the provisions of this award.

(3) The preceding provisions of this clause do not affect the right of an employer to dismiss a worker without notice for malingering, neglect of duty or misconduct and in any such case wages shall be paid up to the time of dismissal only.

(4) An employer has no obligation to pay for any time not worked on any day upon which the worker is required to present himself for duty unless such absence from work is due to illness and comes within the provisions of clause 20 of this award, or is on account of leave to which the worker is entitled under the provisions of this award.

(5) An employer may deduct payment for any time during which a worker cannot be usefully employed because of a breakdown of machinery or any stoppage of work which may bring about a cessation of production or for any other cause for which the House cannot be held responsible.

(6) (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

(b) An employer may direct an employee to carry such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

(c) Any direction issued by an employer pursuant to subclause (a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

8. - CASUALS

(1) A casual employee is an employee engaged other than as a weekly employee and subject to the provisions of subclause (2) of this Clause be paid at the hourly rate prescribed for the work upon which the employee is employed with the addition of 20%.

(2) A casual employee shall be paid for overtime if the hours worked by the employee in any week exceed the hours prescribed in this award for a weekly employee of the relevant classification and the overtime payment shall be calculated at the ordinary rate for such a weekly employee.

(3) A casual employee who reports for duty in answer to a call and whose services are not then availed of shall be paid two hours pay at casual rates.

(4) Subject to the provisions of subclause (3) of this clause a casual employee shall be guaranteed four hours work or four hours payment in lieu thereof in any shift.

(5) A casual employee employed on intermediate work involving two hours or more shall be paid for such work at night work rates.

9. - CONSULTATIVE PROCEDURES

(1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity and to enhance the career opportunities and job security of employees.

(2) At each House there shall be established a consultative mechanism and procedures which will be appropriate to the size, structure and needs of the particular House. The mechanism will be agreed in writing between the parties and that agreement will be registered in the Western Australian Industrial Relations Commission.

(3) Members of the consultative committees will receive appropriate training, as required and agreed, to allow them to effectively perform their functions as committee members.

(4) The consultative committees will address only matters which are consistent with the objectives of sub-clause (1) of this clause.

10. - ENTERPRISE AGREEMENTS

(1) (a) The House and the Chapel, whose members are covered by this award, may reach agreement to move to vary provisions of this award to meet the requirements of the employer's business and the aspirations of the employees concerned.

(b) Such agreements shall be subject to the procedures contained in subclause (2) of this clause.

(2) (a) The proposed variation shall be committed to writing, and shall be subject of negotiations between the persons directly concerned with their effect.

(b) Where enterprise level discussions are considering matters requiring award variation, the union shall be notified.

(c) Nothing in this clause shall prevent the employees from seeking advice from, or representation by, the union during such negotiations.

(d) Any agreement reached out of this negotiation process shall be committed to writing and, if the union has not been involved in the negotiations, a copy shall be sent to the Secretary of the union.

(e) Where the agreement represents the consent of the employer and the majority of the employees concerned, the unions shall not unreasonably oppose the terms of that agreement.

(f) No employees shall lose any existing entitlements to earnings for working ordinary hours of work as a result of the implementation of an enterprise agreement, provided that employers and employees may agree on terms and conditions in the aggregate no less favourable to the employees than those prescribed by the award for working ordinary hours of work.

(3) Enterprise agreements shall be processed in accordance with the Industrial Relations Act, 1979 and shall be subject to approval by the Western Australian Industrial Relations Commission. If approved it shall operate as a Schedule of this award and take precedence over any inconsistency.

11. - REVIEW OF WAGE RATES

(1) It is a term of this award that the Union undertakes for the duration of the Principles determined by the Commission in Court Session in application No. 1940 of 1989 not to pursue any extra claims, award or overaward except when consistent with the State Wage Principles.

(2) The parties reserve the right to reinstate Clause 11. - Review of Wage Rates as defined in R 23 of 1979 (60 WAIG 198).

12. - MIXED FUNCTIONS

(1) A worker who, during any shift, is put to work on duties carrying a higher rate than his usual classification shall be paid the higher rate -

(a) for the full shift if employed on such duties for 2 hours or more in the shift; or

(b) for half a shift if employed on such duties for less than 2 hours in the shift.

(2) Subject to the provisions of subclause (1) of this clause the head machinist in the rotary machine room may, as often as he thinks fit, change a worker from one position to another in that room.

(3) A worker's classification shall not be permanently changed without one week's notice unless the change is made as a disciplinary measure.

13. - TIME AND WAGES RECORDS

- (1) An employer shall keep at his office, or at each office if more than one, a record of -
- (a) the name of each worker to whom this award applies employed by him at such office; and
 - (b) with respect to each such worker, the class of work performed, the hours during which he is employed and the wages paid to him.
- (2) Before exercising a power of inspection the representative shall give notice of not less than 24 hours to the employer.

Such record may be inspected at any time during the ordinary business hours by the Secretary of the union or his representative or by any person so authorised by the Western Australian Industrial Commission.

Provided that nothing in this subclause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this subclause, unless the employer is the employer or former employer of a member of the Union.

- (3) If specifically required by a worker a pay slip shall be issued to him showing his gross wages and overtime, all authorised deductions, and the net amount due.

14. - HOURS OF WORK

- (1) Subject to the provisions of subclause (2) of this clause, the maximum number of hours to be worked each week (excluding overtime) shall be -

(a)	machinecompositors -	
	(i) day work	36
	(ii) night work	34
	(iii) intermediate work	34
(b)	all other workers -	
	(i) day work	38
	(ii) night work	36
	(iii) intermediate work	36

- (2) The provisions of subclause (1) of this clause are deemed to have been complied with if the hours averaged over a six week cycle do not exceed the hours prescribed in that subclause.

- (3) Work on a rostered shift shall be continuous except for meal breaks.

- (4) Where a worker is rostered to work one intermediate shift only in any week he shall be paid the night work loading -

- (a) for the full shift if two or more night work hours are included in the shift; or

- (b) for the night work hours included in the shift if such hours are less than two,

but in either case the work shall be treated as day work for the purpose of subclause (1) of this clause.

- (5) Where a worker is rostered to work two or more intermediate and/or night shifts in any week he shall be paid the night work loading for each such shift and his weekly hours

- in that week shall be reduced by the amount resulting from dividing the aggregate hours of the shifts by the night weekly hours and multiplying by two.
- (6) (a) Subject to the provisions of paragraph (b) of this subclause the week's work shall be accomplished in a maximum of five shifts.
- (b) At West Australian Newspapers Limited a worker's rostered day off shall, unless otherwise agreed between the House and the Chapel, be rotated throughout the week, but where, in order to maintain balance of staff, a worker is required to work on his rostered day or night off he shall be given a day or night off in lieu within one month of having so worked, or, where that is not practicable, have a day added to his annual leave.
- (7) Sunday and Monday shall be the days off at The Sunday Times unless the House and the Chapel otherwise agree.
- (8) Where in any week a worker is rostered for a shift exceeding eight and one quarter hours excluding meal breaks there shall be a two hour reduction in his weekly hours for that week.
- (9) A rostered shift shall not exceed ten hours excluding meal breaks.
- (10) Except in cases of emergency or on special occasions agreed between the House and the Chapel the spread of hours of a rostered shift including meal breaks shall not exceed twelve hours.
- (11) (a) Subject to the provisions of paragraph (b) of this subclause not more than two shifts of day work, night work or intermediate work shall be rostered in any section on any one day.
- (b) No shift or arrangement of shifts in any section in operation at the date of this award shall be deemed to be contrary to the provisions of paragraph (a) of this subclause.
- (c) For the purpose of this subclause one shift shall be deemed to differ from another if it has a different starting or finishing time.
- (12) Workers shall, as far as possible, rotate on all shifts in their section unless the House and the Chapel agree that they may be rostered on set shifts or on a limited rotation of shifts.
- (13) (a) A rostered shift commencing on Saturday may extend into Sunday without incurring overtime rates.
- (b) For all rostered work performed between midnight Friday and midnight Sunday a penalty of 25% of the appropriate rate for the classification shall be paid. The penalty payment shall be calculated separately and will not apply to the calculation of overtime.
- (14) Where a second meal break is required within a rostered shift thirty minutes of that meal break shall be paid for at the rate applicable to the shift.
- (15) With the exception of those apprentices required to attend block release technical training, apprentices shall be allocated in roster on the same basis as journeymen but when their day or night off falls on a school day they shall attend the technical college for the period set down in this award and shall be reimbursed with the corresponding time off.
- (16) Except as specifically provided for in this award no payment or day in lieu shall be granted for or in respect of any rostered day or night off.

(17) (a) In the work room of each section the roster of daily hours for that section shall be prominently displayed and, subject to the provisions of paragraph (b) of this subclause, shall only be altered -

- (i) by the House after one week's notice of the intended alteration; or
- (ii) by agreement between the House and the Chapel.

(b) Where, due to holidays, sickness or the occurrence of special circumstances which could not reasonably have been foreseen it is, in the opinion of the House, necessary to alter any roster, that roster may be varied by notifying the worker concerned not later than the day prior to the day on which that alteration is to take effect.

(18) Where, pursuant to paragraph (b) of subclause (17) of this clause, a worker is required to work -

- (a) a day shift in substitution for a night or intermediate shift which he was rostered to work; or
- (b) a night or intermediate shift in substitution for a day shift which he was rostered to work,

he shall be paid for the shift worked at the ordinary rate applicable to night or intermediate shift.

(19) Where, under paragraph (b) of subclause (6) or subclauses (7), (10), (12) or (17) of this clause, the House and the Chapel are unable to reach agreement the matter may be referred to a Commissioner in Chambers by either the House or the union.

15. - OVERTIME

(1) Subject to the provisions of this Clause, the aggregate of time worked by an employee before and after the employee's rostered shift shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter.

(2) Double time shall be paid -

- (a) For time worked by an employee on a Saturday or Sunday on which the employee is not rostered for work; and
- (b) For time worked by an employee on a Sunday before the commencement of an intermediate or night shift for which the employee is rostered,

But the provisions of this subclause do not apply -

- (i) To overtime which, except for meal breaks, is continuous with a rostered Saturday shift; or
- (ii) To time worked on a rostered day off pursuant to paragraph (b) of subclause (6) of Clause 12 of this Award.

(3) Overtime shall be computed to the nearest fifteen minutes. If, in any period of fifteen minutes, eight minutes or more are worked the employee shall be deemed to have worked for the whole of that fifteen minute period.

(4) Day, night and intermediate shift employees shall be paid at day, night or intermediate overtime rates respectively.

(5) An employee who is called in to work overtime on a day on which the employee is rostered for work shall, in addition to payment for the time worked, be paid two hours pay at ordinary rates, but the provisions of this subclause do not apply -

(a) If the employee has been notified before leaving work on the employees' previous shift, that the employee will be required for such overtime;

(b) If such overtime commences within one hour of the employee's rostered starting time on that day.

(6) An employee shall be paid for a minimum of four (4) hours work for each occasion on which the employee works overtime on a day on which the employee is not rostered for work, but the provisions of this subclause do not apply to work done on a rostered day off pursuant to paragraph (b) of subclause (6) of Clause 14 of this Award.

(7) Where an employee is entitled to a meal break pursuant to subclause (3) of Clause 16. - Meal Breaks of this Award and

(a) The employee has worked two hours or more of overtime immediately before any intermediate or night shift or immediately after a day shift, the employee will receive at least a thirty (30) minute unpaid meal break and be paid meal money of \$8.80.

(b) Where an employee works overtime that is continuous with their normal rostered shift and they work two hours or more overtime without a meal break, the employee will receive a thirty (30) minute meal break which will be paid for at the appropriate overtime rate.

(8) Where, as a result of working overtime, an employee finishes work at a time when the employee's usual means of conveyance home is not available, the employee shall be conveyed home without delay in a suitable manner and at the employer's expense, but this subclause does not apply to an employee who is employed regularly on night or intermediate shift producing a daily or weekly newspaper.

(9) (a) Where, for good reason disclosed to the employer, an employee declares that the employee is not free to work overtime -

(i) The employer shall not insist that the employee works overtime; and

(ii) The employee shall not be dismissed or in any way prejudiced in employment by reason the employee's refusal.

(b) Any dispute arising under this subclause shall be settled in accordance with Clause 26. - Disputes of this Award.

16. - MEAL BREAKS

(1) Subject to the provisions of subclause (2) of this clause the time to be allowed for meal breaks shall be mutually arranged between the House and the Chapel or in default of agreement fixed by a Commissioner in Chambers.

(2) Not less than thirty minutes and not more than one hour shall be allowed for a meal break.

(3) A worker shall not be required to work for more than five hours without a meal break.

(4) Meal breaks shall be arranged by the person in charge of the section at time which will, in his opinion, best suit the exigencies of the work.

17. - PUBLIC HOLIDAYS

(1) Subject to the provisions of this clause the following days shall be observed as holidays, without loss of pay, namely:-

(a) one day at Christmas being Christmas Day or Boxing Day and one day at Easter being Good Friday or Easter Monday; and

(b) any special day gazetted or proclaimed as a special holiday.

For the purpose of this subclause "one day" shall mean the rostered shift of the worker on that day or one fifth of the weekly hours as prescribed in clause 14 (1), whichever is the greater.

(2) Where a worker is required to work on any of the days referred to in subclause (1) of this clause he shall, in addition to any payment to which he is entitled by virtue of that subclause, be paid -

(a) double time for all time worked on any day referred to in paragraph (a) of that subclause; and

(b) ordinary time for all time worked on any day referred to in paragraph (b) of that subclause.

(3) Where a worker's rostered shift off falls on a day observed as a holiday pursuant to subclause (1) of this clause, he shall -

(a) be granted the corresponding shift off on the day before or the day after the holiday; or

(b) be granted the corresponding shift off on some other day agreed between him and his employer; or

(c) have a day added to his annual leave,

but the provisions of paragraphs (b) and (c) only apply where compliance with paragraph (a) would not enable the employer to maintain a working balance of staff.

18. - ANNUAL LEAVE

(1) Subject to the provisions of this clause each worker shall be allowed six weeks and two days leave on full pay each year in respect of each twelve months of continuous service.

(2) Annual leave rights accrue on the 31st December of each year and in the case of any worker who joins the employer's service during the year annual leave shall be adjusted to that date.

(3) A worker whose employment ends after three months service but before he has completed twelve months service is entitled to pro rata annual leave based on completed weeks of service.

(4) One day shall be added to a worker's annual leave for any holiday referred to in clause 17 of this award, which occurs during his leave.

(5) By agreement between a worker and the House his annual leave may be taken in two periods neither of which shall be less than one week.

(6) Existing practices concerning the rotation and taking of annual leave shall continue. Any dispute concerning the operation of this subclause may be referred to a Commissioner in Chambers.

(7) For the purposes of this clause, "full pay", with respect to any worker, means -

(a) the rate prescribed in this award for his regular classification;

(b) any personal margin ordinarily paid to him;

(c) where, during the period in which his annual leave is accrued, he has been employed for more than twenty shifts on a higher award or House classification - an additional amount proportionate to the number of such shifts;

(d) where, during the period in which his annual leave accrued, he was employed on night or intermediate shifts - night or intermediate work loading proportionate to the number of such shifts; and

(e) where, during the period in which his annual leave accrued he was entitled to weekend penalties, an additional amount proportionate to such penalties.

(f) a loading of twenty per cent of the amount arrived at by the application of the preceding paragraphs of this subclause.

(8) The provisions of this clause do not apply -

(a) to casual workers; or

(b) to any worker who is dismissed for serious or wilful misconduct.

19. - LONG SERVICE LEAVE

The provisions of the Long Service Leave Act as detailed in Volume 61 of the Western Australian Industrial Gazette shall be taken as forming a part of this Award.

20. - SICK LEAVE

(1) Subject to the provisions of this clause, a worker who is absent from duty due to personal sickness is entitled to be paid sick leave as hereinafter prescribed.

(2) Without limiting the operation of subclause (1) of this clause, a worker shall be deemed to be absent from duty due to personal sickness when he leaves work during a rostered shift for examination or treatment by a medical practitioner, physiotherapist, dentist or chiropractor but if and only if:

(a) his absence for that purpose is approved by his employer; and

(b) he satisfies his employer that such examination or treatment

(i) is necessary for the cure or relief of personal sickness; and

(ii) is not available to him during his own time; or

(iii) is so urgently necessary as to justify his absence from work.

(3) In each calendar year a worker with not less than six months continuous service is entitled to be paid sick leave on the following basis;

(a) full pay for the first twenty working days;

(b) half pay for the second twenty working days; and

(c) quarter pay for the third twenty working days.

(4) (a) Where, in any year, a worker is allowed, as sick leave on full pay, less than the period prescribed in paragraph (a) of subclause (3) of this clause, one half of the unused portion of such sick leave shall be carried forward as accumulated sick leave (full pay) and shall be available to the worker for a period of five years from the end of the year in which it accrued.

(b) Accumulated sick leave (full pay) shall rank immediately after the entitlement prescribed in paragraph (a) of subclause (3) of this clause.

(c) The number of days accumulated sick leave (full pay) available to the worker at any time shall be calculated to the nearest whole number.

(5) A worker with more than three but less than six months continuous service is entitled to paid sick leave on the following basis:

(a) full pay for the first ten working days;

(b) half pay for the second ten working days;

(c) quarter pay for the third ten working days.

(6) A worker with less than three months continuous service is entitled to paid sick leave on the basis of one day's pay for each completed month of service.

(7) Any two or more periods of absence through sickness in each calendar year of employment shall be aggregated for the computation of sick pay.

(8) A worker who, through sickness or injury, is unable to attend for duty shall notify his employer accordingly:

(a) not later than two hours before the starting time of his rostered shift if he is on night shift; and

(b) not later than the starting time of his rostered shift if he is on day or intermediate shift,

and if, without reasonable cause, he fails so to do he forfeits his entitlement to paid sick leave.

(9) A worker who, after two consecutive days absence, is unable to return to work shall notify his employer of the probable duration of his absence and if, without reasonable cause, he fails so to do he forfeits his entitlement to paid sick leave.

(10) A worker shall produce a medical certificate:

(a) If he is absent for more than two consecutive days; or

(b) for any absence occurring after he has in any calendar year, been absent on paid sick leave more than four days not covered by a medical certificate;

if without reasonable cause he fails so to do within twenty-four hours of resuming work, that period of sick leave shall be without pay.

(11) An employer may, at his own expense, send a doctor to examine a worker to whom subclause (9) of this clause applies and if the employee refuses to be examined by that

doctor and refuses to name his attending doctor he shall not be entitled to the benefits of this clause.

(12) A worker is not entitled to the benefits of this clause in respect of any absence which is occasioned by his engaging in secondary employment or dangerous hobbies or pastimes.

(13) A worker is not entitled to the benefits of this clause in respect of any absence through sickness occasioned by his engaging in sporting activities unless he produces a doctor's certificate to the effect that the sickness was the result of any injury occurring immediately prior to the absence.

(14) A worker who has a statutory or common law right to claim damages or compensation (other than worker's compensation) in respect of any absence through sickness is not entitled to the benefits of this clause in respect of that absence.

(15) The provisions of this clause do not apply:

(a) to casual workers; or

(b) in respect of any absence on Workers' Compensation.

21. - TRADE UNION EDUCATION LEAVE

(1) Ten days leave with pay per calendar year shall be allowed to a worker nominated by the union to attend courses provided by the Trade Union Training Centre or the Trades and Labor Council of the W.A. Education Department.

(2) Where the release for more than one worker is required attendance shall not exceed the aggregate of ten days per calendar year.

(3) The leave will be paid at the day work rate.

(4) The employer shall not unreasonably withhold the release of the worker to attend a trade union course approved by the union.

22. - JURY SERVICE

(1) An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

(2) The employee shall notify the employer as soon as possible of the date on which the employee is required to attend for jury service. Further, the employee shall provide the employer with proof of the attendance, the duration of such attendance and the amount received in respect of such jury service.

23. - BEREAVEMENT LEAVE

(1) (a) A worker shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the worker's husband, wife, father, mother, brother, sister or child, mother-in-law and father-in-law.

(b) For the purpose of this clause the words husband and wife shall include de facto husband and wife and the words father and mother shall include foster father or mother and step-father or mother.

(2) In cases of the death of a mother-in-law or father-in-law the entitlement of bereavement leave shall be a maximum of one day only.

24. - UNION OFFICIALS VISITING FACTORY

An employer shall permit two officials of the Union to interview the Father or Clerk of the Chapel or individual members, or to collect subscriptions during working hours, but they shall not interview members in such a manner as to delay publication.

25. - CHAPEL DELEGATES

Delegates chosen from the Chapel but not more than three shall be allowed the necessary time in working hours to interview the employer or his representative for the purpose of discussing industrial matters.

26. - DISPUTES

(1) In the event of any proposed change in employment conditions or terms of the Award, or in the event of any dispute arising, the parties will consult together to reach a settlement.

(2) The principle of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any industrial dispute that may arise.

(3) The parties shall take an early and active part in discussions and negotiations aimed at preventing or settling disputes in accordance with the agreed procedure set out hereunder.

(4) PROCEDURE OF SETTLEMENT OF DISPUTES

(a) The employee, the chapel representative, the supervisor and the Department Manager shall confer, and where possible, resolve the issue.

(b) If not resolved, the chapel shall confer with the Personnel and Industrial Relations Manager, on this matter, and where possible, resolve the issue.

(c) If not resolved, the Union and chapel shall confer with the Personnel and Industrial Relations Manager on the matter, and where possible, resolve the matter.

(d) If the matter is still not settled, either party may submit the matter for conciliation/arbitration by the Western Australian Industrial Relations Commission.

(5) Until the matter is resolved in accordance with the above procedure, work shall continue normally. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) All parties to the Award, the Company, its officials, the Unions and their members, will take all possible action to settle any dispute within seven days of notification of the dispute to the Personnel and Industrial Relations Manager.

27. - ACCIDENT PAY

Deleted

28. - APPRENTICES

(1) Apprentices may be taken to such Printing Trades as are defined in the provisions of the Industrial Training Act 1975.

(2) (i) Merit Money - An apprentice obtaining a Merit Pass or higher in examinations referred to in subclause (3) of this Clause shall have the percentage rate prescribed in subclause 2(b) of Clause 39 increase by 0.86% in respect of a 1st year examination, 1.72% in respect of a 2nd year examination and 2.58% in respect of a third year examination.

(ii) The payment of merit money shall be at the completion of each year's final assessment and not be payable prior to January 1 of the succeeding year.

(3) Marks awarded to receive the payment of percentages within subclause (2) hereof shall be:-

(a) Honour Certificate - 90 per cent and over.

(b) Merit Pass - 75 per cent to 89 per cent.

(c) Pass - 50 per cent to 74 per cent.

(d) Fail - Under 50 per cent.

29. - INTRODUCTION OF NEW EQUIPMENT

There shall be no limitation on the introduction and the full development and operation by the employer of any new equipment including the introduction of a computerised typesetting system and ancillary operations for newspaper or commercial printing purposes, but where the introduction of any new equipment is likely to affect the work requirements of his workers an employer shall, before commencing to operate such equipment, consult with the union in relation to any change or intended change in such work requirements. Such consultation shall be initiated by the employer in sufficient time to enable the union to give proper consideration to the implications of any proposed change.

30. - COMPUTERISED TYPESETTING

(1) (a) The equipment used or to be used in or in connection with computerised typesetting or photo composition includes any machine which has a keyboard and which produces a slug or tape or an image for the purpose of use in any equipment which is used for the production, or as a step in the production of tape or of an image to be used in connection with the preparation of a printing surface, e.g., perforator, a machine producing magnetic tape, linecasting machines activated by tape, the computer, the reader (input), punch (out-put) and similar equipment.

(b) The work of operating and maintaining the equipment that comes within the scope of subclause (a) of this clause, excluding electrical and electronic work, shall be within the jurisdiction of the Printing and Kindred Industries Union but programming or maintenance work which is supplied by the manufacturer or lessor as part of his standard services for the equipment is not covered by this award.

(c) Without limitation of the right of the manufacturer or lessor of any equipment referred to in this clause to carry out his standard services -

(i) a machine compositor who is qualified and available to compile data, correct or adjust a program or dictionary or assist in the preparation of a computer typesetting programme or dictionary shall be given preference of such work by his employer over any other worker; and

(ii) the maintenance, adjustment and repair of such equipment excluding the electrical or electronic parts thereof is the work of a composing machine mechanic.

(2) Computer operating:

In the selection of workers for training in computer operating and the alteration of the exception dictionary and other like dictionaries, including selection for the basic training course conducted by the computer manufacturer or his representative, preference shall be given to machine compositors employed by the employer concerned.

(3) The perforator, a machine producing magnetic tape, or similar machines.

(a) Machine compositors and hand compositors shall be given every opportunity to learn to operate the keyboard of a perforator a machine producing magnetic tape or similar machine.

(b) Subject to the provisions of paragraph (c) of this subclause, the House shall provide a touch typewriting course for selected trainees at a recognised school or otherwise by agreement with the union.

(c) A trainee who has had previous touch typewriting experience may be tested at any time for training on the perforator, a machine producing magnetic tape or similar machines in accordance with paragraph (d) of this subclause.

(d) Before a worker begins training on the perforator, a machine producing magnetic tape or similar machines he must be capable of passing a standard 50 words per minute typing test over a period of 5 minutes with no more than 10 errors.

(i) a trainee on the perforator or other machines referred to in this subclause who, in the opinion of his employer, has not reached a satisfactory standard may be regressed or returned to his ordinary work at the rate of pay for such work but only after he has been notified that he is failing to reach a satisfactory standard and has been given a reasonable opportunity to improve.

(ii) Liberty is reserved to the parties to apply to amend this paragraph in the event of any dispute arising over the assessment of trainees.

(e) Type cast from tape perforated during training may be used in production.

(f) A trainee on the perforator or other machines referred to in this subclause shall, if the trainee is a hand compositor, be paid \$1.70 extra for the second three months. At the end of six months the trainee shall, if employed on those machines, be paid the rate for a machine compositor.

(4) Weekly wage rate:

(a) A machine compositor operating a machine referred to in this subclause whether as a trainee or otherwise, shall be paid the rate for a machine compositor.

(b) A machine compositor employed in the computer room to assist in the control of the operation of the system shall be paid \$9.80 per week extra while so engaged.

(5) Media from outside sources:

(a) The use by any office to which this award applies of input or output media originating from outside that office shall be governed by an agreement in writing between the parties and such agreement shall provide for either side to seek a review of its terms at intervals of 12 months.

(b) Liberty to apply to amend this subclause is reserved to the parties in the event of disagreement at any 12 monthly review.

(6) Manning of typesetting machines:

The typesetting machines which are operated by the use of perforated tape shall be manned in the ratio of one machine compositor to 3 machines.

(7) Breakdown or interruption:

In the event of an interruption of output from any of the foregoing equipment or devices due to any cause whatsoever back-up equipment may be used and such equipment shall be operated by persons who are members of the Printing and Kindred Industries Union unless the owners of such equipment require otherwise.

31. - MACHINE COMPOSING CONDITIONS

(1) An employer shall not engage a worker other than a hand or machine compositor to operate the keyboard of a machine for the production of perforated or magnetic tape if a hand or machine compositor who is qualified and competent to perform that work is available and willing to accept employment on that work.

(2) Where, at the time a worker other than a hand or machine compositor is engaged by an employer to perform the work referred to in subclause (1) of this clause, a hand or machine compositor employed by that employer is being trained to perform that work, the worker so engaged shall not be continued in employment on that work to the exclusion of that compositor when the latter becomes qualified and competent to perform that work.

(3) Hand compositors learning machine operating during working hours shall be paid the hand compositor's rate of pay.

(4) A compositor who, in the opinion of the employer, has not reached a satisfactory standard of machine operating may be returned to his ordinary work as a compositor but only after he has been notified that he is failing to reach a satisfactory standard and has been given a reasonable opportunity to improve.

(a) Liberty to apply to amend this subclause is reserved to the parties in the event of any dispute arising over the assessment of a learner.

(5) A compositor shall, if employed on machine operating, be paid the machine compositor's rate of pay -

(a) when the employer certifies that he is proficient; or

(b) after 12 months' training,

whichever occurs first.

(6) Subject to recognition that attending to metal pots is the work of composing machine mechanics when available the present practice at each establishment covered by this award with respect to machine compositors attending to distributors' stops and metal pots and assisting in changing their machines shall continue.

32. - PHOTO COMPOSITION

(1) Existing arrangements for paste make-up and associated duties, operation of existing equipment, reading of proofs, the printing down of paste make-up copy on metal or metal substitutes, the maintenance of equipment and the training of compositors and machine compositors in the Photo Composing Section shall continue.

(2) Apprentice composing machine mechanics shall be instructed in all work relevant to their trade in the Photo Composing Section.

33. - PRINTING MACHINING

An employee engaged in setting rollers, cleaning the presses in whatever situation shall receive a penalty of \$4.20 per shift whilst engaged in such dirty occupation.

34. - READING ROOM CONDITIONS

(1) Subject to the provisions of subclause (4) of this clause in the appointment of readers preference shall be given to assistant readers in accordance with their position on the seniority list immediately prior to a vacancy occurring.

(2) An assistant reader shall not be placed on the seniority list unless -

(a) he has advised the Head Reader in writing that he desires an appointment as reader; and

(b) has passed a proficiency test. Such test to be arranged by the Head Reader.

(3) Seniority shall be assessed by length of service in the office as an assistant reader and in the case of an assistant reader who has served a cadetship shall include his service as a cadet.

(4) The provisions of subclause (1) of this clause to not prevent the House from appointing as reader -

(a) a compositor; or

(b) a person who has previously been employed as a reader by the House, in preference to any person on the seniority list.

(5) (a) A junior worker who is not less than 16 years of age may be employed as a cadet assistant reader.

(b) One such cadet may be employed for every four or fraction of four readers.

(c) A cadet shall not be rostered for night or intermediate work until he has attained the age of 18 years.

(d) A cadet shall, in his first year attend suitable classes of instruction in the skills of proof reading each week. Grade 1 classes for composing apprentices shall be deemed suitable classes for the purpose of this paragraph.

(e) A cadet may be employed as a reader for not more than 2 hours in any shift but only if, during that time, he is assisted and instructed by a reader or compositor.

(f) The period of cadetship shall not exceed 4 years, and on completion of the cadetship the cadet shall be paid as an assistant reader.

(6) (a) An assistant reader is a worker who holds and reads copy and generally assists a reader in his work.

(b) An assistant reader may not accept responsibility for any proofed matter for publication but he may read, revise, correct or sub-edit any advertising or other copy for the purpose of instruction for not more than two hours in any shift.

(7) Readers shall be provided with such assistance as is necessary to read proofs in accordance with their instructions.

35. - PAYMENT OF WAGES

Wages shall be paid weekly, in cash, and the employer shall not keep more than two days' pay in hand.

36. - HEALTH CONDITIONS

Deleted

37. - PROTECTIVE CLOTHING

(1) The parties acknowledge that protective clothing provisions are incorporated within the Occupational Health, Safety and Welfare Act 1984.

(2) Existing custom and practice for the issuance of protective clothing will continue.

38. - MATERNITY LEAVE

(1) ELIGIBILITY FOR MATERNITY LEAVE

An employee who becomes pregnant shall, upon production to the Company of a certificate from a duly registered medical practitioner stating the presumed date of the employee's confinement, be entitled to maternity leave provided that the employee has not less than twelve (12) months continuous service with the Company immediately preceding the date upon which the employee proceeds on such leave.

For the purposes of this Clause:

(a) An employee shall not include an employee engaged as a casual.

(b) Maternity leave shall mean unpaid maternity leave.

(2) PERIOD OF LEAVE AND COMMENCEMENT OF LEAVE

(a) Subject to subclause (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from six to 52 weeks and shall include a period of six weeks compulsory leave to be taken immediately following confinement.

(b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to the employer stating the presumed date of confinement.

(c) An employee shall give not less than four weeks' notice in writing to the employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) An employer by not less than 14 days' notice in writing to the employee may require the employee to commence maternity leave at any time within the six weeks immediately prior to the employee's presumed date of confinement.

(e) An employee shall not be in breach of this Clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) TRANSFER TO A SAFE JOB

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the employee's present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on

the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) VARIATION OF PERIOD OF MATERNITY LEAVE

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only save with the agreement of the employer, by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(5) CANCELLATION OF MATERNITY LEAVE

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employee which shall not exceed four weeks from the date of notice in writing by the employee to the employer that the employee desires to resume work.

(6) SPECIAL MATERNITY AND SICK LEAVE

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(i) The employee shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before the employee returns to work, or

(ii) For illness other than the normal consequences of confinement the employee shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave pursuant to Clause 20 of this Award as to which the employee is then entitled and which a duly qualified medical practitioner certifies as necessary before the employee's return to work.

(b) Where an employee not then on maternity leave suffers illness related to the employee's pregnancy, she may take such paid sick leave pursuant to Clause 20 of this Award as to which the employee is then entitled and such further unpaid leave (to be known as Special Maternity Leave) as a duly qualified medical practitioner certifies as necessary before the employee's return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.

(d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the employee held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position the employee held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which the employee is capable of performing,

the employee shall be entitled to a position as nearly comparable in status and salary or wage to that of the employee's former position.

(7) MATERNITY LEAVE AND OTHER LEAVE ENTITLEMENTS

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks:

(a) An employee may, in lieu of or in conjunction with maternity leave take any annual leave or long service leave or any part thereof to which the employee is then entitled.

(b) Paid sick leave pursuant to Clause 20 of this Award or other paid authorised award absences (excluding Annual Leave or Long Service Leave) shall not be available to an employee during the employee's absence on maternity leave.

(8) EFFECT OF MATERNITY LEAVE ON EMPLOYMENT

For the purposes of the award the service of an employee with an employer means the period during which the employee has served the employer under an unbroken contract of employment.

Provided that absence on maternity leave shall be deemed not to break the employee's contract of employment but such absences shall not be taken into account in calculating the period of employment for any purpose of this award and Long Service Leave.

(9) TERMINATION OF EMPLOYMENT

(a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Award.

(b) An employer shall not terminate the employment of an employee on the ground of the employee's pregnancy or of her absence on maternity leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) RETURN TO WORK AFTER MATERNITY LEAVE

(a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which the employee held immediately before proceeding on maternity leave or, in case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which the employee held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which the employee is capable of performing, the employee shall be entitled to a position as nearly comparable in status and salary or wage to that of the employee's former position.

(11) REPLACEMENT EMPLOYEES

(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising the employee's rights

under this Clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(e) A replacement employee shall not be entitled to any of the rights conferred by this Clause except where the employee's employment continues beyond the twelve months' qualifying period.

39. - WAGES

(1) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(a) SUNDAY TIMES

Classification	Base Rate	Arbitrated Safety Net Adjustments	Total Wage
Adult	\$	\$	\$
Compositor Displayer	525.80	159.00	684.80
Machine Compositor - Photo Composing	506.60	159.00	665.60
Machine Compositor - Elsewhere	492.70	159.00	651.70
Graphic Reproducer - Multi skilled	500.70	159.00	659.70
Graphic Reproducer - Basic	492.70	159.00	651.70
Hand Compositor	467.00	159.00	626.00
Composing Machine Mechanic - Basic	467.00	159.00	626.00
Composing Machine Mechanic - Skilled	492.70	159.00	651.70
Hand Compositor - Photo Composing	492.70	159.00	651.70
Guillotine Operator	467.00	159.00	626.00
Stereotyper	467.00	159.00	626.00
Reader	467.00	159.00	626.00
Assistant Reader	392.40	159.00	551.40
Printing Machinist	492.70	159.00	651.70
Brake Hand	422.10	161.00	583.10
Publishing Hand A	420.30	161.00	581.30
Publishing Hand B	382.30	159.00	541.30
Newsprint Storeman	398.30	159.00	557.30
General Hand	391.30	159.00	550.30

(b) WEST AUSTRALIAN NEWSPAPERS

Classification	Base Rate	Arbitrated Safety Net Adjustments	Total Wage
Adult	\$	\$	\$
Compositor Grade 1	523.80	159.00	682.80
Compositor Grade 2 (includes System Mechanics)	492.70	159.00	651.70
Graphic Reproducer - Grade 1	500.90	159.00	659.90
Graphic Reproducer - Grade 2	492.70	159.00	651.70
Hand Compositor	467.00	159.00	626.00
Reader	467.00	159.00	626.00

Classification	Base Rate	Arbitrated Safety Net Adjustments	Total Wage
Adult	\$	\$	\$
Printing Machinist	467.00	159.00	626.00
Assistant Machinist	400.20	159.00	559.20
Publishing Hand - Grade 1	398.30	159.00	557.30
Publishing Hand - Grade 2	382.30	159.00	541.30
General Hand	371.30	159.00	530.30

(2) Apprentices (per cent of compositors weekly wage)

(a) Five Year Term %

	%
On commencement	35
First increment	45
Second increment	60
Third increment	75
Fourth increment	85

(b) Four Year Term %

	%
On commencement	45
First increment	60
Second increment	75
Third increment	85

Subject to the provisions of Clause 28. - Apprentices of this award and to any order made by the Commission the foregoing increments shall accrue annually.

(3) Cadet Assistant Readers (per cent of Assistant Reader's weekly rate)

	%
First year of cadetship	50
Second year of cadetship	65
Third year of cadetship	80
Fourth year of cadetship	95

Provided that a cadet who, at the date of this award, is receiving more than the amount payable under this subclause shall not have their wage rate reduced.

(4) Night and intermediate shift loading

Adult - 17.5% of the hand compositors day work wage rate.

Apprentices and Cadet Assistant Readers in their final year 17.5% of the hand compositors day work wage rate.

Other apprentices and cadets five sixths of the night and intermediate shift loading of the adult rate.

(5) The proportion of general hands to other employees in sections other than the machine rooms and stereotyping room shall not exceed one to four or fraction of four and in the machine rooms and stereotyping room shall not exceed two to three.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

(2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.

(3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - RESPONDENTS

West Australian Newspapers Ltd., and Nationwide News Pty. Ltd., trading as the "Sunday Times".

SCHEDULE B - NAMED UNION PARTY

Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers is a named party to this Award.

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

(1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:

(a) The employer may refuse the representative access to the records if: -

(i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

DATED at Perth this 20th day of December, 1979.

** end of text **

AP781872 - The Fairfax Printers Award, 1999

This Fair Work Australia consolidated award incorporates all amendments up to and including 23 February 2000 (variation [S3496](#)).

Clauses affected by the most recent amendment(s) are:

- [7. Parties bound](#)
- [11. Severance pay](#)

About this Award:

Printed by authority of the Commonwealth Government Printer.

Disclaimer:

Please note that this consolidated award is prepared by the staff of Fair Work Australia and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

Copies of official decisions, awards and orders of Fair Work Australia and the Australian Industrial Relations Commission (prior to 1 July 2009) can be accessed at no cost through Fair Work Australia's website (www.fwa.gov.au) or purchased from any office of Fair Work Australia.

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application to vary

**Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union**
(C No. 23125 of 1999)

**Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union of Australia**
(C No. 23319 of 1999)

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00006 of 1998)

THE SYDNEY PRINTERS MAIN INTERIM AWARD 1994
(ODN C No. 24011 of 1994)
[Print L8893 [S0656]]

s.111(1)(b) award by consent of parties

**Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union**
(C No. 22071 of 1999)

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996

THE SYDNEY PRINTERS ELECTRICIANS INTERIM AWARD 1994
(ODN C No. 23780 of 1994)
[Print L8891 [S0654]]
(C No. 00007 of 1998)

**THE SYDNEY PRINTERS MECHANICAL TRADES
INTERIM AWARD 1994**
(ODN C No. 23824 of 1994)
[Print L8892 [S0655]]
(C No. 00008 of 1998)

**THE SYDNEY PRINTERS GRAPHIC REPRODUCERS
INTERIM AWARD 1994**
(ODN C No. 24011 of 1994)
[Print L8894 [S0657]]
(C No. 00009 of 1998)

Various employees

Printing industry

SENIOR DEPUTY PRESIDENT MARSH

SYDNEY, 2 NOVEMBER 1999

Award simplification.

ORDER

A. Pursuant to a decision of the Commission dated 2 November 1999 [Print S0600] the above award is varied as follows:

1. Delete clauses 1 through 23 and Schedule A, B and C and insert the following in lieu thereof:

PART 1 – APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award will be known as The Fairfax Printers Award, 1999.

2. ARRANGEMENT

This award is arranged as follows:

Part 1 – Application and operation of award

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Coverage of award
7. Parties bound [S3496]
8. Relationship with other awards

Part 2 – Consultation and dispute resolution

9. Dispute resolution procedure

Part 3 – Employment relationship

10. Probation
11. Severance pay [S3496]

Part 4 – Rates of pay and related matters

12. Classifications and rates of pay
13. Skills maintenance
14. Apprentice rates of pay
15. Allowances
16. Payment of wages

Part 5 – Hours of work, shift work, meal breaks and overtime

17. Hours of work
18. Meal breaks
19. Overtime

Part 6 – Types of leave

20. Annual leave
21. Personal leave
22. Jury service
23. Parental leave
24. Long service leave
25. Public holidays

3. ANTI-DISCRIMINATION

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* (the Act) through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2** Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is to be taken to affect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth anti-discrimination legislation;
 - 3.3.2** junior rates of pay until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
 - 3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - 3.3.4** the exemptions in s.170CK(3) and(4) of the Act.

4. DEFINITIONS

- 4.1 A **day shift permanent team member** means a team member who is rostered to work an average of 46 hours per week during Monday to Sunday, 7.00a.m. - 7.00p.m.
- 4.2 A **casual team member** is one who is engaged and paid as such.
- 4.3 A **part-time team member** is one who works less than 38 hours per week.
- 4.4 A **shift work team member** means a team member who is rostered to work an average of 46 hours per week on a 24 hour rotating roster that includes work on public holidays.
- 4.5 **Department** means computer and communications, plate operations, press operations, publishing operations, technical services, warehouse operations and plant services.
- 4.6 **Ordinary hours** for all team members are to a maximum of 38 hours per week.
- 4.7 **Permanent employees** means full-time and part-time employees.
- 4.8 **Production employees** means all permanent employees of Fairfax Printers involved in Production or maintenance and not administration/clerical employees.
- 4.9 **Team members** include all production employees employed as team members, team leaders, team member trainers, team member trainer/team leaders, department co-ordinators, production co-ordinators and maintenance co-ordinators.
- 4.10 **Total hours worked** means all hours worked from midnight December 31 to midnight, December 31 of the following year.
- 4.11 **Weeks worked** means all weeks worked during the calendar year including all leave types but excluding annual leave and leave without pay.

5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award comes into force on 2 November 1999 and shall remain in force for a period of twelve months.

6. COVERAGE OF AWARD

This award shall apply to the enterprise of Fairfax Printers, Pty Ltd.

7. PARTIES BOUND

This award is binding upon:

7.1 Fairfax Printers, Pty Ltd;

7.2 Communications, Electrical, Electronic, Energy, Information; Postal, Plumbing and Allied Service Union of Australia; and

[7.4 renumbered as 7.3 by [S3496](#) from 02Nov99]

7.3 Australian Manufacturing Workers' Union.

8. RELATIONSHIP WITH OTHER AWARDS

This award wholly supersedes the Sydney Printers Main Interim Award 1994, The Sydney Printers Mechanical Trades Interim Award 1994, The Sydney Printers Electricians Interim Award 1994, and the Sydney Printers Graphic Reproducers Interim Award 1994, but no right obligation or liability accrued or incurred under those awards or variations to it shall be affected by such supersession.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

9. DISPUTE RESOLUTION PROCEDURE

- 9.1** At any stage during the procedure the team member is entitled to be represented by their union representative or person deemed suitable to all the parties involved. Fairfax Printers, its employees and the Union, or other employee representative will not undertake industrial action during the grievance procedure. Production will continue as normal until a resolution is reached unless there is an inherent risk to health and safety.
- 9.2** The team member will first discuss the matter with the team leader;
- 9.3** If the matter is not resolved within a reasonable time, the matter will be referred to the department manager;
- 9.4** If the matter is not resolved within a reasonable time, the matter will be referred to the Joint Consultation Team;
- 9.5** If the matter is not resolved within a reasonable time, the matter will be referred to the General Manager and the Human Resources representative;
- 9.6** If the matter is not resolved within a reasonable time, the matter will be referred to the union secretary, or other employee representative;
- 9.7** If the matter is not resolved within a reasonable time, the matter will be referred to the Australian Industrial Relations Commission.

PART 3 – EMPLOYMENT RELATIONSHIP

10. PROBATION

- 10.1** All permanent team members have a probationary period of three months' from the commencement of employment with Fairfax Printers.
- 10.2** During the probation period, team members will be provided with feedback on their performance.
- 10.3** During the probation period, where the performance and/or conduct of the team member is not of the standards required by Fairfax Printers, the team member's employment may be terminated.

11. SEVERANCE PAY

11.1 Severance pay entitlement

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

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

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

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

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

11.2 Transmission of business

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

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

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

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

11.3 Employees exempted

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

11.4 Incapacity to pay

[11.5 renumbered as 11.4 by [S3496](#) from 02Nov99]

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

11.5 Alternative employment

[11.6 renumbered as 11.5 by [S3496](#) from 02Nov99]

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

11.6 Employee leaving during the notice

[11.7 renumbered as 11.6 by [S3496](#) from 02Nov99]

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

11.7 Time off during notice period

[11.8 renumbered as 11.7 by [S3496](#) from 02Nov99]

11.7.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

11.7.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

11.9 Transfer to lower paid duties

[11.9 renumbered as 11.8 by [S3496](#) from 02Nov99]

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

PART 4 – RATES OF PAY AND RELATED MATTERS

12. CLASSIFICATIONS AND RATES OF PAY

12.1 Classifications of employees

Skill level	Minimum core skills requirements
-Computer & Communications	Minimum of all components of “A”, plus at least one component from “B”.
1	A: i) HSC or equivalent; ii) tertiary qualifications in computing (or related field) or a minimum of 5 years experience in the industry; iii) knowledge of operating systems such as VMS, NT, Novell, Unix, Win 95; and iv) knowledge of application support, help desk. B: Knowledge of databases such as Oracle, Ingres, Microsoft SQL Server, Sybase, SQLBASE; knowledge of application development such as VB5, Powerbuilder, “C”; knowledge of Communications such as Data Communication, Protocols, Lan/Wans; knowledge of hardware diagnostics, troubleshooting and repairs.
2-Electronics	School Certificate; Trade Certificate Electrical; Industrial Electronics; PLC(TAFE); PC literacy - Windows Applications, word processing, spread sheets, data base.
3-Mechanical	School Certificate; Fitting and Machining Trade Certificate; Pneumatics I & II TAFE National Stream Module Nos NM31 & NM60 PC literacy - Windows Applications, Word processing, spread sheets, data base.
3-Printing	School Certificate; Printing Trade Certificate (Lithographic Printer); PC literacy - Windows Applications; Experience in a mechanical manufacturing environment.
4- Publishing Operations	School Certificate; PC literacy - Windows Applications; Experience in a high speed packaging or production operations environment.
4-Plate	School Certificate; Knowledge of film technology eg. density, dot %, exposure etc; PC literacy - Windows Applications, Experience in a mechanical manufacturing environment.

Skill level	Minimum core skills requirements
4-Warehouse	School Certificate; forklift licence; PC literacy - Windows Applications; Experience in a mechanical manufacturing environment.
4-Plant assistant A:	Windows Applications. Experience in a mechanical manufacturing environment. Plant assistants A spend a substantial part of their time performing trade related duties.
5-Plant assistant B:	Windows Applications. Experience in a mechanical manufacturing environment.

- 12.1.1** Work can be undertaken by any employee at Fairfax Printers provided they are competent to perform it in a legal, logical and safe manner.
- 12.1.2** The team leader works as part of the team and encourages team members to contribute equally to the decision making process and the completion of tasks. The team leader guides their team to achieving the key performance areas.
- 12.1.3** The team member trainer is responsible for assisting in the development and delivery of training programs.
- 12.1.4** A department co-ordinator assists in the management, administration and co-ordination of the department and acts in the capacity of team leader when necessary. When the department manager is away, the department co-ordinator will assume responsibility for the department.
- 12.1.5** A department/production co-ordinator assists in the management, administration and co-ordination of the department and is responsible for administering production scheduling and co-ordinating between departments to facilitate production. When the department manager is away, the co-ordinator will assume responsibility for the department.
- 12.1.6** A maintenance co-ordinator is responsible for planning and implementing a departments' maintenance program.
- 12.1.7** A production co-ordinator is responsible for administering production scheduling and co-ordinating between departments to facilitate production.

12.2 Rates of pay

12.2.1 The Level 3 permanent full-time shift work annual salary is calculated by adding the following components:

Base rate	$\$788.43 \times 46 = \$36,267.78$	Weekly base rate is \$788.43
Shift penalty	$\$137.98 \times 46 = \$6,346.86$	Weekly shift penalty is $\$788.43 \times 17.5\% = \137.98
Weekend penalty	$\$78.84 \times 46 = \$3,626.77$	Weekly weekend penalty is $\$788.43 \times 10\% = \78.84

Overtime	$\$926.41 \times 46 \times 15/38 =$ $\$16,821.66$	8 overtime hours per week . The calculation is base rate plus shift penalty, paid 1.5 time for the first 2 hours and double time for the remaining 6 hours.
Annual leave	$\$1,005.25 \times 6 = \$6,031.50$	The calculation is base rate plus shift penalty plus weekend penalty for 6 weeks of annual leave.
Annual leave loading	$17.5\% \times \$6,031.44 =$ $\$1,055.51$	17.5% of annual leave.
Lieu days	$\$926.41 \times 1.4 = \$1,296.97$	7 lieu days are 1.4 weeks. The calculation is base rate plus shift penalty.
Rostered days off	$\$926.41 \times 2.3 = \$2,130.74$	11.5 RDOs are 2.3 weeks. The calculation is base rate plus shift penalty.
Meal allowance	$\$6.51 \times 46 = \299.46	Overtime meal allowance is \$6.51
Level 3 Annual Salary	$\$73,877.25$	This salary is used to calculate all other salaries

12.2.2 Remuneration is in the form of annualised salaries and will bear a relativity to level three. The salaries for shift work team members are as follows:

Level	Description	Core relativity	Full-time salary
Level one	Computer and Communications	120%	\$88,652.70
Level two	Electrical	115%	\$84,958.84
Level three	Print /Mechanical	100%	\$73,877.25
Level four	Warehouse / Plate / Publishing Operations / Distribution / Plant Assistant (A)	85%	\$62,795.66
Level five	Plant Assistant (B)	75%	\$55,407.93
Apprentices	1st year	45%	\$33,244.76*
	2nd year	55%	\$40,632.48*
	3rd year	75%	\$55,407.93*

4th year	90%	\$66,489.53*
5th year (where applicable)	95%	\$70,183.39*

* As per 12.2, an apprentice's salary will be adjusted to reflect day shift work and relevant penalties etc where applicable.

- 12.2.2(a)** Team members employed in the position of team leader receive an additional 5% of the level 3 salary.
- 12.2.2(b)** Team members employed in the position of trainer receive an additional 5% of the level 3 salary.
- 12.2.2(c)** Department co-ordinators are paid the department salary level in which they are employed, plus an additional 10% of the level 3 salary.
- 12.2.2(d)** Maintenance co-ordinators are paid the salary for the classification level of the relevant trade work required to perform the job, plus an additional 10% of the level 3 salary.
- 12.2.2(e)** Production co-ordinators are paid at the level 3 classification, plus an additional 5%.
- 12.2.2(f)** Department/Production co-ordinators are paid at the level 3 classification, plus an additional 15%.

12.3 Part-time team members

- 12.3.1** The part-time team members' hourly rate contains compensation for the base rate, shift penalty and weekend penalty.
- 12.3.2** Part-time team members will receive an hourly rate, related to full-time team members of the same classification, derived from the following formula:

$$60.97\% \times \frac{\text{(The appropriate annual salary for their classification)}}{(52 \text{ weeks}) \times (38 \text{ hours})}$$
for each ordinary hour worked.

12.4 Casual team members

- 12.4.1** The casual team members' hourly rate contains compensation for the base rate, shift penalty, weekend penalty annual leave and annual leave loading.
- 12.4.2** Casual team members will receive an hourly rate, related to full-time team members of the same classification, derived from the following formula:

68.75% x $\frac{\text{(The appropriate annual salary for their classification)}}{(52 \text{ weeks}) \times (38 \text{ hours})}$
for each ordinary hour worked.

12.4.3 Casual team members are paid overtime for work beyond 8.5 hours in a shift. The rate for overtime is:

Monday – Friday time and one half for the first two hours and double time thereafter.

Saturday - Sunday double time for all overtime worked.

13. SKILLS MAINTENANCE

Fairfax Printers provides permanent team members leave to undertake appropriate skills maintenance of up to 92 hours per calendar year or pro rata for incomplete year, and provides full reimbursement and financial assistance to team members who undertake skills maintenance.

14. APPRENTICE RATES OF PAY

- 14.1** Apprentice team members are paid a proportion of the level three annualised salary according to their length of training.
- 14.2** An apprentice will work with and in addition to a team and will be accompanied by a team member until the completion of their TAFE training or the attainment of their electrical licence where applicable.
- 14.3** Upon commencement apprentices will work and train during a 38 hour week, Monday to Friday day shift roster.
- 14.4** By mutual agreement, as part of their continual training, an apprentice may perform shiftwork or overtime from time to time providing it does not compromise their training, occupational health and safety considerations or licensing requirements where applicable.
- 14.5** Apprentices will be paid for the appropriate penalties and/or overtime for work performed in accordance with subclause 14.4.

15. ALLOWANCES

15.1 Call in allowance

15.1.1 Teams determine the call-in system in consultation with department managers and according to operational requirements whether a team member is required to be called in.

15.1.2 Unless mutually agreed in production threatening circumstances, team members will not be required to do a call-in if it means less than a 10-hour break since the last shift.

15.1.3 There are a number of circumstances where a team member will be called in:

15.1.3(a) Unscheduled call-ins

Team members called in to work a shift where they would have otherwise not been required to work are credited with one hour or actual travel time, whichever is greater, plus the rostered hours of the shift length they are covering. The finish time can be decided with the team leader in consultation with the team upon completion of the main tasks.

15.1.3(b) Specialist phone support

Team members required to provide specialist phone support on production threatening issues are credited with one hour for the first two calls, or the duration of the calls, whichever is greater, and a further hour for each subsequent call.

15.1.3(c) Specialist support

15.1.3(c)(i) Team members required to attend work to provide specialist support on production threatening issues are credited with one hour or actual travel time, whichever is greater, plus a minimum of six hours work. If the work requires more than six hours attendance the team member will be credited with one hour or actual travel time, whichever is greater, plus actual hours worked plus four hours.

15.1.3(c)(ii) Team members are entitled to claim reimbursement of all reasonable work related expenses, including uniform and work related equipment.

16. PAYMENT OF WAGES

16.1 Salaries will be paid fortnightly into a bank account nominated by the team member.

16.2 Superannuation

Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the AIRC guidance note – [Choice of Superannuation Funds and Award Provisions](#).

Both team member and Fairfax Printers' contributions to the John Fairfax Retirement Fund will be in accordance with the superannuation guarantee legislation.

PART 5 – HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

17. HOURS OF WORK

17.1 Annualised hours

17.1.1 Full-time team members are paid for and are expected to work an average of 46 hours per weeks worked.

$$\text{average weekly hours} = \frac{\text{total hours worked}}{\text{weeks worked}}$$

17.1.2 Annualised hours accrue from midnight 31 December to midnight 31 December of the following year.

17.1.3 Annualised hours are debited in accordance with the following:

17.1.3(a) Working hours

When a team member is required to attend work, the number of hours actually worked are recorded as time worked. Team members may include authorised breaks as hours worked.

17.1.3(b) Training hours

When a team member is required by Fairfax Printers to attend training (on or off site), the number of hours spent training plus any time in excess of the normal travelling time between home and Fairfax Printers are recorded as time worked.

17.1.3(c) Workers Compensation

Team members are credited with the number of hours they were rostered to work had they not been on workers' compensation. This does not include any hours worked by the team member's team in addition to the rostered hours for the period of leave.

17.2 Part-time team members

Part-time team members are entitled to conditions and benefits of full-time employees, including pro rata annual leave, parental leave, long service leave and external training.

17.3 Casual team members

17.3.1 Team members employed by the hour will be regarded as casual team members. Casual team members will work a minimum of four hours per day shift or a minimum of six hours per night shift. Casual team members are rostered to work less than 38 hours per week.

17.3.2 Casual team members are entitled to a half hour paid meal break after each five hours of work.

17.4 Rosters

17.4.1 Other than call-ins, changes to shifts will be notified 48 hours before the start of the shift, or by mutual agreement between the team leader and the team member.

17.4.2 The following arrangements apply to working hours unless the contrary is mutually agreed between the team leader and/or manager and the team member:

- Team members may not work more than 54 hours in any seven day period;
- Team members may not work more than twelve hours in any one shift;
- Team members may only be required to start a shift once on any one day;
- Team members may apply to the team leader and/or manager for credit of working hours while outside the plant during work time; and
- Team members must have no less than a ten hour break between the finish of one shift and the start of the next shift.
- Team members will not be required to work more than twenty starts in a 28 day period.

18. MEAL BREAKS

- 18.1** Team members are entitled to 30 minutes break within the first five hours of work and every five hours thereafter.
- 18.2** Meal breaks will be taken at times mutually agreed between the team member and the team leader and may be taken prior to, or by mutual agreement, after five hours.
- 18.3** Meal breaks are counted as time worked.

19. OVERTIME

19.1 Full-time team members - additional overtime

19.1.1 Full-time team members attract an overtime payment in addition to overtime already included in the annual salary when the team member has worked in excess of an average of 46 hours per weeks worked over a calender year.

19.1.2 Alternatively, by mutual agreement the team member may take time off work in lieu of an overtime payment on the basis of two hours for each hour of overtime worked.

19.1.3 Additional overtime payments will be made once a calender year.

The additional overtime payments are calculated on the basis that the base rate plus shift penalty and meal allowance is 58% of the annual salary. The rate is paid at double time and is expressed as an hourly rate as follows:

$$\text{Overtime Rate} = \frac{58\% \text{ of the individual's annual salary} \times 2 \text{ (double time)}}{52(\text{weeks}) \times 38 \text{ (hours)}}$$

19.1.4 An additional overtime payment is made on the following formula:

$$\text{Overtime hours} = (\text{average weekly hours} - 46) \times \text{weeks worked per calendar year}$$

Example: if a team member worked an average of 46.7 hours a week in the calender year, and has worked for 47 weeks of the year, an overtime payment of 0.7 hours x 47 weeks (32.9hours) will be made.

19.2 Part-time team members

19.2.1 Part-time team members who work more than an average of 38 hours per weeks worked in a calendar year will be paid overtime at the rate of double time.

19.2.2 An overtime payment is made on the following formula:

$$\text{Overtime hours} = (\text{average weekly hours} - 38) \times \text{weeks worked per calendar year}$$

Example: if a team member worked an average of 38.7 hours a week in the calender year, and has worked for 47 weeks of the year, an overtime payment of 0.7 hours x 47 weeks (32.9 hours) will be made.

PART 6 – TYPES OF LEAVE

20. ANNUAL LEAVE

20.1 Annual leave

- 20.1.1** Full-time team members who work shift work are entitled to five weeks annual leave per year of service, pro rata for incomplete years.
- 20.1.2** Full-time team members who work day work are entitled to four weeks annual leave per year of service, pro rata for incomplete years. Gazetted public holidays are recognised for team members employed to work day work.
- 20.1.2(a)** Full-time team members who regularly work weekends and public holidays are entitled to five weeks annual leave per year of service, pro rata for incomplete years.
- 20.1.3** Part-time team members are entitled to pro rata annual leave.
- 20.1.4** Annual leave is taken in blocks of seven days away from the plant. Irrespective of the number of rostered shifts within the block of seven days, for the purpose of this sub-clause, a block of seven days away from the plant is equivalent to five annual leave days or 46 annual leave hours.
- 20.1.5** A team member may take five single annual leave days per year provided it is mutually agreed between the manager and the team member.
- 20.1.6** Annual leave will be rostered at the beginning of the calendar year. Annual leave shall wherever possible be taken each year. The timing and length of annual leave will be determined mutually within a department and will take into account operational requirements and individual preferences. Where a team member has not rostered their annual leave and a suitable time cannot be agreed within the team, the manager and/or team leader may specify a time and provide the team member two month's notice to take the annual leave.
- 20.1.7** Team members who are unexpectedly hospitalised or incapacitated during their annual leave can have this period of their leave recredited. A certificate from the attending doctor at the hospital is required on return from their annual leave.
- 20.1.8** Team members will be paid all accrued annual leave on termination.
- 20.1.9** Team members may not take any annual leave during their probationary period.
- 20.1.10** Annual leave loading has been included in the annual salary.
- 20.1.11** Public holiday provisions have been included in the annualised salary and annual leave entitlement, except for team members covered by 20.1.2.

21. PERSONAL LEAVE

Summary

The clause describes an employee's (other than a casual employee's) entitlement to personal leave, that is sick leave, carer's leave and bereavement leave.

21.1 Amount of paid personal leave

21.1.1 Paid personal leave is available to an employee when they are absent:

- due to personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
- for bereavement on the death of an immediate family or household member (bereavement leave).

21.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

Length of time worked for the employer	Personal leave (hours)
Less than 12 months	54
12 months or more	76.8

21.2 Accumulation of personal leave

21.2.1 First year of employment

At the end of the first year of employment unused personal leave accrues by the lesser of:

- 21.2.1(a)** 38 hours (or 40 hours if the employee normally works eight or more hours a day) less the amount of sick leave and carer's leave taken during the year; or
- 21.2.1(b)** the balance of the year's unused personal leave

21.2.2 Second and subsequent years of employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

- 21.2.2(a)** 60.8 hours (or 64 hours if the employee normally works eight or more hours a day) less the amount of sick leave and carer's leave taken; or
- 21.2.2(b)** the balance of the year's unused personal leave.

21.2.3 Maximum amount of accumulated personal leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works eight or more hours a day).

21.3 Definitions

21.3.1 The term **immediate family** includes:

21.3.1(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

21.3.1(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

21.3.2 Accumulated personal leave is personal leave accumulated under 21.2.1 and 21.2.2.

21.4 Sick leave

21.4.1 Entitlement

21.4.1(a) The amount of personal leave an employee may take as sick leave depends on how long they have worked for the employer and accrues as set out in the following tables.

21.4.1(b) Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

Length of time worked for the employer	Rate of accrual of paid sick leave (hours)
Less than 1 month	0
1 month to less than 2 months	7.6
2 months to less than 3 months	15.2
3 months to less than 4 months	22.8
4 months to less than 5 months	30.4
5 months to less than 12 months	38
Each year thereafter	60.8

21.4.1(c) After the first five months of service, an employee must be paid for any sick leave to which they were not entitled, due to insufficient service, up to a maximum of 38 hours (or 40 hours if the employee normally works eight or more hours a day).

21.4.2 The effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

21.4.3 Employee must give notice

21.4.3(a) The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

21.4.3(b) If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

21.4.4 Evidence supporting claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

21.4.5 Single day absences

21.4.5(a) An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

21.4.5(b) An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

21.4.5(c) Nothing in this subclause limits the employer's rights under 21.4.4 of this clause.

21.4.6 Broken service

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

21.5 Bereavement leave

21.5.1 Paid leave entitlement

21.5.1(a) Death in Australia

A full-time employee is entitled to use up to sixteen hours personal leave as bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), or the death in Australia of either a member of the employee's immediate family or household.

21.5.1(b) Death outside Australia

A full-time employee is entitled to use up to sixteen hours personal leave as bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

21.5.2 Part-time employees

A part-time employee is entitled to take two days, up to a maximum of sixteen hours bereavement leave on the same basis as prescribed for full-time employees in sub clause 21.5.1 except that leave is only available where the part-time employee would normally work on either or both of the two working days following the death.

21.5.3 Unpaid leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to sixteen hours unpaid leave, provided the requirements of 21.5.1 are met, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of sixteen hours, provided the requirements of 21.5.2 are met.

21.6 Carer's leave

21.6.1 Paid leave entitlement

An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

21.6.2 Notice required

21.6.2(a) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

21.6.2(b) The notice must include:

- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

21.6.2(c) the employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

21.6.3 Unpaid carer's leave

An employee may take unpaid carer's leave by agreement with the employer.

22. JURY SERVICE

- 22.1** Fairfax Printers provides paid leave to permanent team members to attend jury service.
- 22.2** When a team member is required to attend jury service, the team member will inform the team leader promptly of the pending absence and provide the team leader with the appropriate documentation.
- 22.3** A team member required to attend jury service will retain all travel and meal allowances provided by the court. Other allowances are to be paid to Fairfax Printers.
- 22.4** Team members are credited with the number of hours they were rostered to work had they not been required to participate in jury duty. This does not include any hours worked by the team member's team in addition to the rostered hours for the period of jury duty.

23. PARENTAL LEAVE

Subject to the terms of this clause employees other than casuals are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

23.1 Definitions

For the purposes of this clause:

- 23.1.1** **Child** means a child of the employee under the age of one year except for adoption of a child where “child” means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.
- 23.1.2** Subject to clause 23.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 23.1.3** In relation to clause 23.5, **spouse** includes a de facto spouse but does not include a former spouse.

23.2 Basic entitlement

- 23.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 23.2.2** Subject to 23.3.6 parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- 23.2.2(a)** for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - 23.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

23.3 Maternity leave

- 23.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 23.3.1(a)** of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

- 23.3.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 23.3.2** When the employee gives notice under 23.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 23.3.3** An employee will not be in breach of 23.3 if the failure to give the required notice period is because of the birth occurring earlier than the presumed date.
- 23.3.4** Subject to 23.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 23.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 23.3.6 Special maternity leave**
- 23.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 23.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 23.3.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 23.3.7** Where leave is granted under 23.3.4 during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the commencement date desired by the employee.

23.4 Transfer to a safe job

- 23.4.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 23.4.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

23.5 Paternity leave

An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:

- 23.5.1** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- 23.5.2** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 23.5.3** a statutory declaration stating:
- 23.5.3(a)** he will take that period of paternity leave to become the primary care-giver of a child;
 - 23.5.3(b)** particulars of any period of maternity leave sought or taken by his spouse; and
 - 23.5.3(c)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 23.5.4** The employee will not be in breach of clause 23.5 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

23.6 Adoption leave

- 23.6.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.
- 23.6.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 23.6.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;

23.6.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

23.6.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

23.6.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

23.6.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

23.6.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

23.6.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

23.7 Variation of period of parental leave

Unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

23.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

23.9 Returning to work after a period of parental leave

23.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

23.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 23.4 the employee will be entitled to return to the position they held immediately before to such transfer.

23.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

23.10 Replacement employees

23.10.1 A replacement employee is an employee specifically engaged, part-time or full-time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

23.10.2 Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

24. LONG SERVICE LEAVE

- 24.1** Long service leave entitlements will be in accordance with the NSW long service leave legislation.
- 24.2** Team members may only take long service leave in minimum blocks of fourteen days away from the plant at any one time. Leave may be taken in blocks of more than fourteen days in increments of seven days.
- 24.3** For the purpose of family leave or compassionate leave long service leave may be taken in single days.
- 24.4** For the purpose of this clause, a block of fourteen days away from the plant on long service leave is equivalent to ten long service leave days or 92 long service leave hours irrespective of the number of rostered shifts within the block of fourteen days.
- 24.5** Team members are credited on their time sheet with 46 hours for every seven days away from the plant on long service leave.
- 24.6** For every seven days away from the plant while on long service leave, one week (five days) will be debited from the long service leave balance.

25. PUBLIC HOLIDAYS

Team members employed on day shift only are entitled to relevant gazetted public holidays in New South Wales.

** end of text **

AP807604 - Print Centre (Canberra Times) Award 2000

This Fair Work Australia consolidated award incorporates all amendments up to and including 29 October 2008 (variation [PR984330](#)).

Clauses affected by the most recent amendment(s) are:

18. Meal breaks

About this Award:

Printed by authority of the Commonwealth Government Printer.

Disclaimer:

Please note that this consolidated award is prepared by the staff of Fair Work Australia and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

Copies of official decisions, awards and orders of Fair Work Australia and the Australian Industrial Relations Commission (prior to 1 July 2009) can be accessed at no cost through Fair Work Australia's website (www.fwa.gov.au) or purchased from any office of Fair Work Australia.

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00247 of 1999)

s.113 application to vary award
(C No. 39495 of 2000) and (C No. 39628 of 2000)

PRINT CENTRE (CANBERRA TIMES) AWARD 1998
(ODN C No. 01575 of 1985)
[Print P9476 [P1093]]

Various employees

Printing industry

COMMISSIONER CARGILL

SYDNEY, 12 DECEMBER 2000

Award simplification

ORDER

A. The above award is varied as follows and incorporates the application made in C No. 39628/00 and C No. 39495/00 in regards to the application of the terms of the Safety Net Review decisions (Prints R1999 and S5000):

1. By deleting clauses 1 to 29 in their entirety and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This Award shall be known as the Print Centre (Canberra Times) Award 2000.

2. ARRANGEMENT

[2 amended by [PR970566](#)]

This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement [[PR970566](#)]
3. Definitions
4. Rescission of previous award
5. Date of operation and term of award
6. Scope and parties bound
7. Existing rates

Part 2 - Communication, consultation and dispute resolution

8. Dispute settling

Part 3 - Employer and employees' duties, employment relationship and related arrangements

9. Employment
10. Higher grade of work
11. Termination of employment
12. Redundancy

Part 4 - Wages and related matters

13. Rates of pay [[PR964774](#)]

Part 5 - Shift work, hours of work, weekend penalty rates, overtime, meal breaks

14. Shift work
15. Hours of work
16. Weekend penalty rates
17. Overtime [[PR923225](#)]
18. Meal breaks [[PR984330](#)]
19. Extra rates not cumulative

Part 6 - Leave of absence and public holidays

20. Annual leave and public holidays [[PR970566](#)]
21. Jury service

- 22. Long service leave
- 23. Personal leave [[PR970566](#)]
- 24. Parental leave [[PR970566](#)]
- 25. Bereavement leave [[PR970566](#)]

Part 7 - Award compliance and related matters

- 26. Anti-discrimination

3. DEFINITIONS

3.1 The indicative tasks listed in this Award may comprise:

3.1.1 General descriptions of particular skills required to fulfil the main requirements at this level (e.g. general assistance).

3.1.2 General description of physical tasks (e.g. loading and unloading of pallets).

3.1.3 Machine specific tasks (e.g. operates one or two-colour presses).

3.1.4 Broad functional tasks best described by a traditional industry term (e.g. fitter). However, the use of such a term shall not imply that the previous classifications of tasks apply.

3.1.5 Where no indicative tasks adequately describe those performed or proposed in a workplace it is not intended that such tasks are outside the scope of this Award.

3.1.6 Should the nature of tasks performed at a workplace, or proposed changes, require a substantial reclassification of employees or tasks such arrangements will be renegotiated through the consultation procedure contained in clause 9 - Disagreements, of this Award.

3.1.7 The tasks outlined in this Award are indicative only. They are not intended to be:

3.1.7(a) prescriptive;

3.1.7(b) an exhaustive description; or

3.1.7(c) in any way limiting

but are designed to give an approximation of work appropriately undertaken at a particular level.

3.1.8 The overriding principle of this Award is that the skill involved in undertaking the main work functions at any designated level is recognised in the award structure.

3.1.9 Should it be found necessary to alter the classification of an indicative task in any way as a result of agreed testing procedures, savings provisions shall apply. Savings provisions will also apply where an employee engaged at a higher level is required to perform main indicative tasks which are classified at a lower level.

3.1.10 All indicative tasks, if not stated, assume the duties currently implied by absorbed margins and allowances.

3.2 For the purposes of this Award:

3.2.1 Grade 1

- 3.2.1(a) Trades Assistant** means an employee trained in all aspects of non-trades duties including bindery assistance, reel preparation, automatic and manual reel handling, reel rewinding, loading and unloading of pallets, mechanical lifting, general assistance and housekeeping duties (including machine room cleaning) to all departments as required and who holds a current licence to operate a forklift. Additionally a person employed as a Trades Assistant will be trained to operate and adjust all publishing room equipment and will participate in the efficient operation of such equipment and/or assist in any aspect of newspaper production under the direct supervision of an appropriately qualified tradesperson (e.g., mechanical platemaking).
- 3.2.1(b) Machinist (Web)** is an employee who has completed a trade certificate course or who possesses qualifications acceptable to the National Printing Industry Training Council and who is undertaking training in web offset printing operations.
- 3.2.1(c) Fitter** is an employee who has completed a trade certificate course or who possesses qualifications acceptable to the National Printing Industry Council and who, in addition to the normal duties of a fitter, is receiving training in web offset press maintenance and/or automated publishing equipment.
- 3.2.1(d) Graphic Reproducer** is an employee who has completed a trade certificate course or possesses qualifications acceptable to the National Printing Industry Training Council and who operates equipment for graphic reproduction and is capable of supervising Trades Assistants in the operation of automated platemaking.
- 3.2.1(e) Binder and Finisher** is an employee who has completed a trade certificate course or possesses qualifications acceptable to the National Printing Industry Training Council and whose duties include the efficient operation and maintenance of all equipment used in the bindery section as well as carrying out other duties in that section.
- 3.2.1(f) Machinist (flat sheet, mono or duo colour)** is an employee who possesses a trade certificate in printing machining and who operates one or two-colour presses in the commercial printing section of the company or is a rotary letterpress machinist who has elected not to train in web offset printing.

3.2.2 Grade 2

- 3.2.2(a) **Machinist (Web)** is an employee undertaking training in web offset printing operations who has successfully completed at least 50% of a C.I.T.-accredited course in web offset printing, or who has demonstrated the ability to produce process colour work on at least a four-colour flat sheet printing press.
- 3.2.2(b) **Electronic Technician** is an electrician who has successfully completed a C.I.T. (or equivalent) course in Industrial Electronics and who is receiving training in web offset maintenance and/or automated publishing equipment.
- 3.2.2(c) **Fitter** is an employee who in addition to performing the tasks outlined in Grade 1 has received more intensive training in web offset maintenance and/or automated publishing equipment.

3.2.3 Grade 3

- 3.2.3(a) **Machinist (Web)** is an employee undertaking training in web offset printing operations who has successfully completed at least 80% of a C.I.T.-accredited course in web offset printing, or who has demonstrated the ability to produce process colour work on at least a four-colour flat sheet printing press and, in relation to flat sheet work, at least 12 months has elapsed since the employee's progression to Grade 2.
- 3.2.3(b) **Electronic Technician** is an employee who in addition to performing the tasks outlined in Grade 2 has received more intensive training in web offset maintenance and/or automated publishing equipment.
- 3.2.3(c) **Fitter** is an employee who in addition to performing the tasks outlined in Grades 1 and 2 has received more intensive training in web offset maintenance and/or automated publishing equipment.

3.2.4 Grade 4

- 3.2.4(a) **Machinist (Web)** is an employee who has successfully completed a C.I.T.-accredited course in web offset operation.
- 3.2.4(b) **Electronic Technician** is an employee who in addition to performing the tasks outlined in Grade 3 is fully competent in web offset maintenance and automated publishing equipment.
- 3.2.4(c) **Fitter** is an employee who in addition to performing the tasks outlined in Grades 1-3 is fully competent in web offset maintenance and automated publishing equipment.

3.2.5 Grade 5

3.2.5(a) Electronic Technician is an employee who in addition to the duties outlined in Grade 4 has successfully completed a C.I.T.-accredited (or equivalent) Associate Diploma in Engineering (Electrical or Electronics).

3.2.5(b) Fitter is an employee who in addition to the duties outlined in Grade 4 has successfully completed a C.I.T.-accredited (or equivalent) Associate Diploma in Engineering (Mechanical).

3.2.6 Paid in relation to wages shall mean payment of wages by electronic means.

3.2.7 Casual Employee is an employee engaged on a daily basis and paid in accordance with subclause 17.3 of this Award.

3.2.8 Where a masculine term is used, the feminine is implied, and where a feminine term is used, the masculine is implied.

4. RECISSION OF PREVIOUS AWARD

This Award rescinds and replaces any other agreement or award made between the parties whether registered under the *Workplace Relations Act 1996*, or otherwise.

5. DATE OF OPERATION AND TERM OF AWARD

This Award shall come into force from the beginning of the first pay period commencing on or after 8 December 2000 and shall continue in force for a period of two years.

6. SCOPE AND PARTIES BOUND

- 6.1** The parties to this Award are the Automotive Food Metals Engineering Printing and Kindred Industries Union (AMWU) and The Federal Capital Press of Australia Pty Ltd.
- 6.2** This Award applies to and is binding in respect of employees of The Federal Capital Press of Australia Pty Ltd who are employed in classifications as described in clause 3 - Definitions, whether they are members of the union or not.

7. EXISTING RATES

This Award is made on the undertaking that an employee who on the day of the coming into operation of this Award is receiving a higher rate of wage than that fixed for any class of work shall not have such rate of wages reduced merely as a consequence of the coming into operation of this Award.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

8. DISPUTE SETTLING

Where a dispute arises concerning one or more employees the parties shall endeavour to settle the disagreement as follows:

- 8.1** In the first instance the dispute shall be discussed between representatives of the chapel or other employee representative and representatives of the Company.
- 8.2** Should the persons referred to in 8.1 above fail to settle the disagreement the matter shall be discussed between the Branch Secretary of the Union or other employee representative and senior representatives of the Company.
- 8.3** Should the persons referred to in 8.2 above fail to settle the disagreement the matter shall be discussed between the Federal Secretary of the Union or other employee representative and senior representatives of the Company.
- 8.4** Failing agreement the matter shall be referred to the Industrial Registrar for determination and conciliation by the Australian Industrial Relations Commission.

8.4.1 Provided always:

- 8.4.1(a)** No interruption of work shall occur and employees shall carry out lawful instructions given to them by management through its representatives pending settlement of the dispute.
- 8.4.1(b)** No section of employees shall stop work unless the stoppage has been first agreed to by the chapel executive and thereafter endorsed by the full chapel and the Union.
- 8.4.1(c)** Nothing in this clause shall be construed as prejudicing the rights or obligation of the parties under the *Workplace Relations Act 1996*, as amended from time to time.

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

9. EMPLOYMENT

- 9.1** An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- 9.2** An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 9.3** Any direction issued by an employer pursuant to subclauses 9.1 and 9.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

10. HIGHER GRADE OF WORK

- 10.1** An employee employed on one shift or more in any week on work for which a higher rate of pay is prescribed by this Award shall receive the higher rate of pay for that shift or shifts. During the rotation of holidays in any department any employee required to do work for which a higher wage than the employee's own is prescribed by this Award shall be paid such higher wage. The conditions of the classification in which an employee acts or relieves shall be his/her conditions whilst so acting or relieving.

11. TERMINATION OF EMPLOYMENT

- 11.1** The employment of a monthly worker may be terminated by one month's notice on either side or by the payment or the forfeiture, as the case may be, of one month's wages or any other monies due to the employee under the employment contract where the employee fails to provide to the company notice as set out in this clause.
- 11.2** Where an employee is over 45 years old and has completed at least two years of continuous service with the employer, the period of notice (or payment in lieu) prescribed in 11.1 shall be increased by one week.
- 11.3** Such notice may be given on any day of the month to take effect one month after the day on which it is given.
- 11.4** This shall not affect the right of the Company to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct (in all of which cases wages shall be paid up to the time of dismissal only). The Company shall also have the right to deduct wages for any time the employee cannot usefully be employed because of any strike or through any breakdown of machinery or any stoppage of work for any cause for which the Company cannot be held responsible.

12. REDUNDANCY

If the Company proposes to introduce into the industry in which it is engaged mechanisation or technological changes which will result in one or more employees becoming redundant it shall give notification to its employees of the occupations affected and of the approximate dates when such introduction is likely to take place. However, no employee will be retrenched as a result of new technology introduced by the Company provided:

12.1 Employees whose work becomes redundant elect to train to perform duties within an area covered by this Award, or where appropriate within the scope of the Graphic Arts - General - Award 2000, or such other areas as may be agreed between the employee and the Company provided that such opportunities exist for retraining within the Company.

12.2 Employees who do not elect to transfer to other duties as set out above may apply for voluntary termination. Where the employee elects to seek voluntary termination the following shall apply:

12.2.1 Where the number of applications for voluntary termination exceeds the number the Company is prepared to allow preference shall be given to the earliest applicants.

12.2.2 Employees accepted for voluntary termination shall receive severance payments as follows with a minimum of four weeks' pay:

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

12.2.2(b) "Week's pay" for the purpose of this clause shall be the employee's average weekly pay over the six months preceding the date of termination excluding overtime but including night shift allowances where applicable, and weekend penalties.

12.2.2(c) An employee shall not be entitled under these provisions to a severance payment greater than the employee would have received in wage payments (discounting pension payments) had the employee remained in employment with the employer until his normal retiring age.

12.2.2(d) For employees terminating under this proposal pro rata long service leave will be paid if the employee has seven or more years of service.

12.2.2(e) Employees accepting the voluntary termination offer will receive pension fund payments in addition to the severance payments. Pension fund entitlements stand alone from severance pay entitlements. Employees resigning under the severance proposal would receive subject to the trustees' discretionary powers the net balance standing to their credit taking into account their own contributions and the Company's contributions plus interest.

PART 4 - WAGES AND RELATED MATTERS

13. RATES OF PAY

[13.1 substituted by [PR942192](#) ppc 18Dec03; varied by [PR954598](#); [PR964774](#) ppc 14Nov05]

13.1 An adult employee of a classification specified in this clause shall be paid as a minimum the rate assigned to that classification.

CLASSIFICATIONS

Grade	Relativity	Weekly Wage
Grade 1		
Band 1	96%	566.30
Band 2	105%	616.10
Band 3	100%	590.20
Grade 2	115%	661.80
Grade 3	120%	685.60
Grade 4	130%	733.40
Grade 5	140%	779.10

ANNUAL LEAVE LOADING IS CALCULATED AS FOLLOWS:

$$\text{rate} + \left\{ \text{shift penalty} + \text{weekend penalty} \right\} \times 17.5\% \times 6$$
$$\frac{\left\{ \text{(where applicable)} \right\}}{52}$$

= averaged annual leave loading

WEEKEND PENALTY IS CALCULATED AS FOLLOWS:

i) $\frac{\text{base weekly rate}}{38} \times 75\% \times 8 \text{ hours}$

PLUS

ii) $\frac{\text{base weekly rate}}{38} \times 50\% \times 8 \text{ hours} = \text{weekend penalty}$

THEN

$$\frac{\text{total of i) + ii) x 31 (average number of weekends worked)}}{52}$$

= average of weekend penalties

13.2 Apprentices and Juniors

13.2.1 The minimum weekly wage rates payable to apprentices, including probationary apprentices, shall be the following percentages of the ordinary weekly wage prescribed by this clause for the classification Binder and Finisher (Grade 1, Band 3):

First year	47.5%
Second year	60%
Third year	72.5%
Fourth year	87.5%.

13.2.2 The minimum rates payable to junior employees shall be the following percentages of the ordinary weekly wage prescribed by this clause for the classification Trades Assistant (Grade 1, Band 1):

At 16 years of age and under	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	100%.

13.2.3 The weekly wage rates of apprentices and juniors shall be calculated to the nearest 10 cents. Any broken part of 10 cents not exceeding four cents shall be discarded.

13.3 Casual Employees

13.3.1 Subject to paragraph 13.3.3 hereof the ordinary rate of pay for a casual employee shall be the ordinary rate of pay of the classification named in subclause 13.1 of this clause in which the casual employee is employed plus one third thereof.

13.3.2 A casual employee shall be paid for a minimum of four hours at the appropriate rate of pay.

13.3.3 A casual Trades Assistant on a Sunday newspaper shall be paid time and three quarters of the ordinary rate of pay under clause 4 for the minimum four hours of work mentioned in paragraph 13.3.2 but overtime shall be paid for at the rate of double ordinary casual time namely two and two thirds time after eight hours' work. Rates mentioned in this subclause are deemed to include all other extra rates except the payment for night shift work provided for in clause 15 of this Award.

13.4 Wages will be paid electronically monthly in advance and in accordance with the preceding formula. The date of payment for wages will be the first day in each month. Where the first day of any month falls on a Saturday or a Sunday wages shall be paid on the immediately preceding Friday.

[13.5 substituted by [PR942192](#) [PR954598](#); [PR964774](#) ppc 14Nov05]

13.5 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages June 2005* decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements are not to be used to offset arbitrated safety net adjustments.

**PART 5 - SHIFT WORK, HOURS OF WORK, WEEKEND PENALTY RATES,
OVERTIME, MEAL BREAKS**

14. SHIFT WORK

- 14.1 Day shift** means a shift of ordinary hours rostered to commence at or after 7.00a.m. and which is rostered to finish at or before 6.00p.m.
- 14.2 Intermediate shift** means a shift of ordinary hours rostered to finish after 6.00p.m. and before 11.30p.m or a shift of ordinary hours rostered to finish after 7.00a.m and before 1.30p.m.
- 14.3 Night shift** means a shift of ordinary hours rostered to finish after 11.30p.m and before 7.00a.m.
- 14.4** Adult employees (including casuals) and apprentices, engaged on an intermediate shift as defined in 14.2 hereof shall be paid, in addition to their ordinary rates of pay prescribed by clause 13, an amount equal to 15.5% of the weekly wage rate prescribed by clause 13 for the classification Grade 1, Band 2a.
- 14.5** Adult employees (including casuals) and apprentices, engaged on a night shift as defined in 14.3 hereof shall be paid, in addition to their ordinary rates of pay prescribed by clause 14 an amount equal to 17.5% of the weekly wage rate prescribed by clause 13 for the classification of Grade 1, Band 2a.
- 14.6** Junior employees, engaged on shift work shall be paid, in addition to their ordinary rates of pay prescribed by clause 13, an amount equal to 75 per cent of the shift work loading payable to an adult employee.
- 14.7** The shift work rates shall form part of the ordinary rate of pay for the purpose of calculating payment for overtime, and additional shifts as instanced in clause 13 of this Award.

15. HOURS OF WORK

15.1 The ordinary hours of work shall, except as provided for in subclause 15.8 of this clause:

15.1.1. be worked so as to average 38 per week over each roster cycle which shall consist of a period of four consecutive weeks being 28 consecutive days of which 20 days shall be working days with rostering arrangements not to exceed ten (10) consecutive shifts in any roster arrangement; and

15.1.2 be worked on any day of the week.

15.2 Commencing and finishing times shall be determined by the company to suit its production requirements and the **parties** acknowledge the right of the company to change these from time to time, provided that it complies with subclause 15.7 of this clause.

15.3 Where there is no publication on Canberra Day, the union picnic day, Christmas Day, Good Friday, or a day substituted for any of these days, those days or preceding nights shall not be regarded as a day or night off in respect of the working week.

15.4 The ordinary hours of a shift (including supper time on a morning paper) shall not exceed nine hours on any shift without incurring overtime provided that the average of a 38-hour week is maintained over the period of the roster cycle.

15.5 A roster of working hours shall be displayed in each work room.

15.6 Employees in the Lithographic Platemaking Departments shall be allowed 10 minutes at the finish of each shift for dressing time which will count as time worked. If such allowance involves overtime, it shall be paid for at ordinary rates.

15.7 Except in the case of an agreement made pursuant to subclause 15.8 of this clause, no employee shall have their shift changed permanently without seven days' notice.

15.8 Rostering arrangements different from those prescribed in the foregoing paragraphs may be agreed to between the parties to this Award where the purpose is to provide for the weekly average ordinary hours of work of 38 to be achieved over a period which exceeds 28 consecutive days.

16. WEEKEND PENALTY RATES

The penalty rates prescribed by this clause are to be calculated on the ordinary rates of pay prescribed by clause 13 or this clause whether the employee be working the day, the intermediate or the night shift.

16.1 All ordinary time worked between midnight Friday and 6.30p.m. Saturday shall be paid for at the rate of time and one half. On Saturday when the hours of the night shift overlap the day shift, three quarters extra shall be paid for the time worked.

16.2 All ordinary time worked between 6.00p.m. Saturday and 7.00a.m. Sunday shall be paid for at the rate of time and three quarters.

16.3 All ordinary time worked between 7.00a.m. Sunday and midnight Sunday shall be paid for at the rate of time and one half.

16.4 The calculation of weekend penalty rates, and their averaging, shall be as instanced in clause 15 - Hours of work, of this Award.

17. OVERTIME

17.1 All time worked in excess of the ordinary hours of a shift Monday to Friday or, subject to subclause 17.6 of this clause, all time in excess of the ordinary hours of work mentioned in clause 15 - Hours of work shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

17.2 Overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time.

17.3 Overtime shall be computed on a daily basis as follows:

Up to and including five minutes no charge;

Above five minutes and up to 20 minutes charge quarter of an hour;

Above 20 minutes and up to 35 minutes charge half an hour;

Above 35 minutes and up to 50 minutes charge three quarters of an hour;

Above 50 minutes charge one hour.

17.4 An employee required to commence work before the expiration of 10 hours from the finish of that employee's previous shift shall be paid double time for time worked until that employee has had a 10 hour break.

[17.5 substituted by [PR923225](#) ppc 29Oct02]

17.5 Subject to clause 17.5.1 an employer may require an employee to work reasonable overtime at overtime rates.

17.5.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

17.5.1(a) any risk to employee health and safety;

17.5.1(b) the employee's personal circumstances including any family responsibilities;

17.5.1(c) the needs of the workplace or enterprise;

17.5.1(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

17.5.1(e) any other relevant matter.

17.6 Any employee required to work an additional shift in any week shall be paid at the rate of time and a half for the first two hours of such shift Monday to Friday and thereafter at double time and at the rate of double time for such shift on a Saturday or Sunday.

17.7 For such additional shift the employee shall be paid for a minimum of six hours for day or night work.

- 17.8** For the purposes of this clause, an additional shift shall be a shift if an employee is called upon to work on one or both of the employee's rostered days or nights off or where once having left the company's premises the employee is recalled to work.
- 17.9** Where an employee has been informed that the employee will be required for an additional shift and is later informed less than 24 hours prior to the rostered commencing time of such additional shift that the employee will not be required, a penalty of two hours at ordinary time rates shall be paid. In the event of an employee being required to start work before the employee's normal starting time or to continue work after the employee's normal finishing time the time worked before the employee's normal starting time or after the employee's normal finishing time shall be overtime and be paid for as such and shall in no way be considered as an additional shift.
- 17.10** Unless an employee has been given notice prior to leaving work on the employee's previous shift that the employee is required to work an additional shift or to commence before the employee's normal starting time the employee shall be paid two hours "call" time at the appropriate overtime rate in addition to payment for all time worked. Provided that "call" time shall not apply in the case of an employee on annual, sick or long service leave or on lieu days providing the employee is given at least 24 hours' notice that the employee is required to work an additional shift or to come on prestart overtime on his next shift.

18. MEAL BREAKS

- 18.1** All employees shall be allowed not less than 30 minutes nor more than one hour for a meal. In the case of a time worker on intermediate or night shift work (including a casual time worker) the meal break shall count as time worked.
- 18.2** Except as otherwise provided by this clause an employee shall not be required to work for more than five hours without a break for a meal.
- 18.3** An employee may be required to continue working for more than five hours without a meal break, but all time worked shall be paid for at the appropriate overtime rates until such time as a meal break is taken. Provided that where, in the opinion of the employer's representative, the work on which an employee is engaged is on the current edition and can be completed within half an hour, an employee who has worked for five hours may be required to postpone the employee's meal break for a period up to half an hour without penalty.
- 18.4** Employees engaged on the publishing work of a Sunday newspaper shall be allowed a meal break of not less than half an hour at a time which in the opinion of the man in charge of the staff will best suit the exigencies of the work.

[18.5 varied by [PR942192](#) [PR954598](#) [PR964774](#) [PR975564](#) [PR978737](#); [PR984330](#) ppc 23Oct08]

- 18.5** A meal allowance of \$18.77 shall be paid to an employee on each occasion such employee is entitled to a second meal break in the course of a period of work.

19. EXTRA RATES NOT CUMULATIVE

The weekend penalty rates and overtime rates prescribed in this Award shall not be cumulative so as to entitle an employee to be paid more than a maximum of double ordinary rates.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

20. ANNUAL LEAVE AND PUBLIC HOLIDAYS

[20.1 substituted by [PR970566](#) ppc 14Mar06]

20.1 Annual leave of six weeks on full pay shall be granted to each employee on completion of each 12 months' service. Such leave shall be given and taken in one period of six weeks or, if the employer and the employee so agree, in such separate periods as may be agreed, including up to 10 single days.

Annual leave loading shall be averaged over the year and paid in addition to the normal weekly wage. Calculation and averaging of annual leave loading shall be as instanced in clause 13 - Rates of pay, of this Award.

20.2 Where the services of an employee comes to an end after the expiration of three calendar months but before the expiration of 12 calendar months from the date when the employee's employment commenced or from the date the employee last qualified for annual leave the employee shall be entitled to a payment for proportional annual leave in respect of service rendered (hereinafter called ``proportionate service'') from that date until the employee's service comes to an end. The amount of payment for the proportionate service shall be an amount being the employee's ordinary rate of pay for a period of months calculated by determining the proportion which the service rendered bears to the period of 12 months.

20.3 For the purposes of this clause full pay shall mean the ordinary pay received by the employee in respect of the month immediately preceding the commencement of the leave or the part thereof taken provided, however, that the ordinary pay of an employee who relieves a permanent employee during the latter's absence on account of illness or accident or on annual or other leave at any time during a qualifying period for annual leave purposes shall be the ordinary pay calculated as herein provided which the employee would have earned had the employee not been so relieving.

20.4 For the purpose of this clause ordinary pay and monthly earnings shall not include any overtime earnings.

20.5 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour (or Labour Day), Union Picnic Day, Canberra Day, Christmas Day and Boxing Day fall or are observed shall be ordinary working days and work on those days shall be paid for at ordinary rates of pay provided always that an employee on annual leave or required to work on Christmas Day (or a day substituted therefore) or Good Friday, or Canberra Day or the Union Picnic Day, or the preceding night shall at the employer's discretion be granted an additional day's leave at a time specified by the Company within a reasonable time or be paid an additional day's pay at ordinary rates of pay or have such a day added to the employee's next period of annual leave.

20.6 Where in the Territory or locality within the Territory another day is provided by legislation or is proclaimed or gazetted by authority of the Commonwealth Government or the Territory Government to be observed as an additional public holiday or as a public holiday in substitution for New Year's Day, Australia Day, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day or Boxing Day (all of which additional days or substituted days are hereinafter referred to as "special days") those days shall be ordinary working days and work on those days shall be paid for at ordinary rates of pay provided always that an employee on annual leave or required to work on any of such days or preceding nights shall be granted an additional day's leave (hereinafter referred to as a lieu day) for each such day provided however, that the preceding proviso shall not apply to the substituted holiday, if any, in respect of Australia Day, Easter Monday, Queen's Birthday or Six Hour Day.

20.7 Where in any year the number of special days provided for in paragraph 20.6 hereof is less than four, the provisions of that paragraph shall be applied to each employee of the Company employed under the terms of this Award on the basis that there were four such special days in that calendar year provided that the Company shall for such purposes nominate as special the number of days by which the number of special days is less than four. The days so nominated by the Company as special days shall:

20.7.1 be observed by the community as public holidays; and

20.7.2 if practicable be nominated no later than January of the relevant calendar year and in any event be nominated no later than 28 days before they occur.

20.8 If in any calendar year and after the Company has nominated a day as a special day pursuant to paragraph 20.7 hereof, a special day is appointed to be observed as a public holiday, the number of special days nominated by the Company under paragraph 20.7 hereof in that calendar year shall be reduced by one and the day so appointed shall become a special day for the purposes of paragraph 20.6 hereof in substitution for and not in addition to the special day nominated by the Company pursuant to paragraph 20.7 hereof.

20.9 Subject to paragraph 20.8 of this clause, nine lieu days referred to above shall be given and taken as follows:

20.9.1 Up to four days may be taken by an employee as leave without loss of pay in any combination of whole days provided that the employee gives seven days' notice to the Company of the employee's intention to take such leave.

20.9.2 The remaining five lieu days shall be taken by an employee as leave without loss of pay and taken consecutively and at a time agreed between the Company and the employee with that intention notified on the holiday roster.

- 20.9.3** Employees engaged in Fine Print and employed under the terms of this Award shall not be affected by the provisions of 20.9.1 and 20.9.2 but instead shall take nine days in lieu without loss of pay on the days on which public holidays fall save and except those public holidays which are observed as Union Picnic Day and Anzac Day.
- 20.10** All lieu days which accrue to an employee in any financial year shall be taken as leave by the employee in accordance with subparagraphs 20.9.1 and 20.9.2 before June 30 and the Company shall pay to the employee an amount being the employee's ordinary pay for one day's work for each such lieu day not so taken, provided always that the lieu days referred to in subparagraph 20.9.1 shall be the only lieu days for which an employee is entitled to be paid if such days are not taken as leave.
- 20.11** During the first year of employment an employee's entitlement to lieu days shall be taken before the end of that financial year by agreement between the Company and the employee.
- 20.12** Subclause 20.1 of this clause shall not apply to a casual employee.
- 20.13** A casual employee who has worked for one or more shifts a week for 26 or more weeks during the 12 calendar months shall be granted six weeks' annual leave for which the employee shall receive as holiday pay such proportion of 6/52 of the employee's total earnings exclusive of overtime for the period in respect of which the leave has accrued as the actual number of weeks bears to 46. An employee who works one or more shifts per week in fewer than 26 weeks during the 12 calendar months shall receive as holiday pay 4/48 of his total earnings exclusive of overtime.
- 20.14** The provisions of this clause shall not apply to an employee who has been dismissed for serious or wilful misconduct.
- 20.15** The employer may calculate for annual leave accrual purposes the period of annual leave on and from 1 July from each calendar year subject to no loss of annual leave entitlement provided for in this clause.

21. JURY SERVICE

An employee shall be entitled to leave to attend to his obligations in relation to jury service. The employee shall be entitled to full pay for such absence when any fees received for jury service by the employee are paid to the company.

22. LONG SERVICE LEAVE

The provisions of the A.C.T. Long Service Leave Act (1976) (as amended) shall apply to all employees covered by this Award.

23. FAMILY LEAVE

[23 deleted by [PR970566](#) ppc 14Mar06]

23. PERSONAL LEAVE

[24 Sick leave renumbered as 23 and substituted by [PR970566](#) ppc 14Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees except for the entitlements for casual employees set out in 23.8.

23.1 Definitions

23.1.1 The term immediate family includes:

23.1.1(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

23.1.1(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

23.1.2 The term **day** means the duration of a rostered shift.

23.2 Amount of paid personal leave

23.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury;
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

23.2.2 The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

23.2.2(a) 5 days in the first year of service; and

23.2.2(b) 8 days in each subsequent year.

23.2.3 Unused personal leave accumulates from year to year.

23.3 Personal leave for personal injury or sickness

Full-time employees may take up to the full amount of their personal leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

Personal leave for personal injury or sickness will only be claimed when the physical limitations imposed by the illness do not allow the employee to undertake duties in a safe manner.

23.4 Personal leave to care for an immediate family or household member

23.4.1 Subject to 23.4.2 and 23.4.3, a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

23.4.2 The entitlement in 23.4.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

23.4.3 Except as provided for in 23.4.4, not more than 10 days of personal leave can be used in a year by an employee for the purposes set out in 23.4.1.

23.4.3(a) These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

23.4.4 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 23.4.1, beyond the relevant limit set out in 23.4.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

23.5 Employee must give notice

23.5.1 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

23.5.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

23.6 Evidence supporting claim

23.6.1 When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

A medical certificate or statutory declaration will be required if personal leave is in excess of 2 consecutive shifts.

23.6.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

23.6.3 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

23.7 In certain circumstances the certificate of a duly qualified medical practitioner will also be required for single day absences immediately on return to work and prior to personal leave being paid. These are:

23.7.1 A personal leave day being claimed immediately prior to or following a period of leave;

23.7.2 A personal leave day claimed when the employee has been rostered to work on a public holiday;

23.7.3 A personal leave day claimed immediately prior to or following a public holiday which the employee is not rostered to work;

23.7.4 A personal leave day claimed immediately prior to or following a day (or days) in lieu granted to the employee.

23.8 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 23.8 and 23.9 are met.

23.9 Casuals – caring responsibilities

23.9.1 Subject to the evidentiary and notice requirements in 23.5 and 23.6 casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

23.9.2 The employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

23.9.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

24. PARENTAL LEAVE

[new 24 inserted by [PR970566](#) ppc 14Mar06]

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time, part time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

24.1 Definitions

- 24.1.1** For the purpose of this clause **child** means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 24.1.2** Subject to 24.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 24.1.3** In relation to 24.7, spouse includes a de facto spouse but does not include a former spouse.

24.2 Basic entitlement

- 24.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 24.2.2** Subject to 24.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 24.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 24.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

24.3 Variation of period of parental leave

Where an employee takes leave under 24.2 or 24.4, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 24.2 or 24.4.

24.4 Right to request

- 24.4.1** An employee entitled to parental leave pursuant to the provisions of 24.2 may request the employer to allow the employee:
- 24.4.1(a)** to extend the period of simultaneous unpaid parental leave provided for in 24.2.2 up to a maximum of eight weeks;
 - 24.4.1(b)** to extend the period of unpaid parental leave provided for in 24.2.1 by a further continuous period of leave not exceeding 12 months;
 - 24.4.1(c)** to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 24.4.2** The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

24.4.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 24.4.1(b) and 24.4.1(c) must be recorded in writing.

24.4.4 Request to return to work part-time

Where an employee wishes to make a request under 24.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

24.5 Maternity leave

24.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

24.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;

24.5.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

24.5.2 When the employee gives notice under 24.5.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

24.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

24.5.4 Subject to 24.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

24.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

24.5.6 Special maternity leave

24.5.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

24.5.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

24.5.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

24.5.7 Where leave is granted under 24.5.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

24.6 Paternity leave

24.6.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

24.6.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

24.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

24.6.1(c) except in relation to leave taken simultaneously with the child's mother under 24.2.2 and 24.4.1(a) a statutory declaration stating:

24.6.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

24.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

24.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

24.6.2 The employee will not be in breach of 24.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

24.7 Adoption leave

- 24.7.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 24.7.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 24.7.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;
 - 24.7.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 24.7.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 24.7.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 24.7.4** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 24.7.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 24.7.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

24.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under 24.4.

24.9 Transfer to a safe job

- 24.9.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 24.9.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

24.10 Returning to work after a period of parental leave

- 24.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 24.10.2** Subject to 24.10.4, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 24.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 24.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 24.10.4** An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- 24.10.5** Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

24.11 Replacement employees

- 24.11.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 24.11.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

24.12 Communication during parental leave

- 24.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 24.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 24.12.1(b)** provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 24.12.2** The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 24.12.3** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 24.12.1.

25. BEREAVEMENT LEAVE

[25 substituted by [PR970566](#) ppc 14Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in 23.8.

25.1 Paid leave entitlement

An employee is entitled to up to 2 days bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of either a member of the employee's immediate family or household.

25.2 Unpaid leave

An employee may take unpaid bereavement leave by agreement with the employer.

PART 7 - AWARD COMPLIANCE AND RELATED MATTERS

26. ANTI-DISCRIMINATION

26.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

26.2 Accordingly, in fulfilling their obligations under the settlement of disputes clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

26.3 Nothing in this clause is to be taken to affect:

26.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

26.3.2 junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;

26.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by applications to the Human Rights and Equal Opportunity Commission.

26.3.4 the exemptions in s.170CK(3) and (4) of the Act.

** end of text **