

# THE AUSTRALIAN FINANCIAL REVIEW, THE SYDNEY MORNING HERALD, THE AGE, BRISBANE TIMES AND WATODAY - JOURNALISTS ENTERPRISE AGREEMENT 2024

## PART ONE - APPLICATION AND OPERATION

### 1. TITLE

This Agreement shall be known as The Australian Financial Review, The Sydney Morning Herald, The Age, Brisbane Times and WAtoday - Journalists Enterprise Agreement 2024 (**Agreement**).

### 2. ARRANGEMENT

This Agreement is arranged as follows:

<b>PART ONE - APPLICATION AND OPERATION</b> .....	<b>1</b>
<b>1. TITLE</b> .....	<b>1</b>
<b>2. ARRANGEMENT</b> .....	<b>1</b>
<b>3. DEFINITIONS</b> .....	<b>3</b>
<b>4. PARTIES BOUND</b> .....	<b>4</b>
<b>5. RELATIONSHIP TO AWARDS, OTHER INDUSTRIAL INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS</b> .....	<b>6</b>
<b>6. COMMENCEMENT DATE AND PERIOD OF OPERATION</b> .....	<b>6</b>
<b>PART TWO – CONSULTATION, RESOLUTION OF DISPUTES AND INDIVIDUAL FLEXIBILITY ARRANGEMENT</b> .....	<b>7</b>
<b>7. RESOLUTION OF DISPUTES</b> .....	<b>7</b>
<b>8. CONSULTATION</b> .....	<b>7</b>
<b>9. INDIVIDUAL FLEXIBILITY ARRANGEMENT</b> .....	<b>10</b>
<b>PART THREE - EMPLOYMENT RELATIONSHIP, ACCELERATED PROGRESSION, NOTICE OF TERMINATION AND REDUNDANCY</b> .....	<b>12</b>
<b>10. REGULAR PART-TIME EMPLOYMENT</b> .....	<b>12</b>
<b>11. CASUAL EMPLOYMENT</b> .....	<b>13</b>
<b>12. OFFERS AND REQUESTS FOR CASUAL CONVERSION</b> .....	<b>14</b>
<b>13. CLASSIFICATION OF EMPLOYEES AND ACCELERATED PROGRESSION</b> .....	<b>14</b>
<b>14. CADETS</b> .....	<b>16</b>
<b>15. TERMINATION OF EMPLOYMENT</b> .....	<b>19</b>
<b>16. REDUNDANCY</b> .....	<b>20</b>
<b>PART FOUR - RATES OF PAY</b> .....	<b>23</b>
<b>17. MINIMUM RATES OF PAYMENT</b> .....	<b>23</b>
<b>18. MERIT BUDGET</b> .....	<b>24</b>

19. EBAM PAYMENTS.....	25
20. SPECIAL PAYMENTS.....	25
<b>PART FIVE - ALLOWANCES .....</b>	<b>26</b>
21. OUT OF POCKET EXPENSES .....	26
22. NIGHT WORK .....	26
23. COMPLEX AREA MAKE UP ALLOWANCE .....	26
24. MEAL ALLOWANCE.....	27
25. EVENING ATTIRE .....	27
26. DAMAGE TO CLOTHING OR PERSONAL EFFECTS.....	28
27. SPECTACLE ALLOWANCE.....	28
28. VEHICLE ALLOWANCE .....	28
29. TRANSFER EXPENSES.....	28
30. TRAVEL BY AIR .....	29
31. USE OF OFFICE VEHICLES .....	29
<b>PART SIX - PAY RELATED MATTERS.....</b>	<b>30</b>
32. SALARY SACRIFICE .....	30
33. METHOD OF PAYMENT AND PAY CYCLES .....	31
34. SUPERANNUATION.....	31
35. OVERSEAS JOURNALISTS .....	32
<b>PART SEVEN - HOURS OF WORK, ROSTERS, BREAKS AND OVERTIME .....</b>	<b>33</b>
36. HOURS OF EMPLOYMENT.....	33
37. ROSTERS OF ORDINARY HOURS OF EMPLOYMENT.....	35
38. OVERTIME.....	35
39. SHIFT PENALTIES .....	38
40. DISTANT ENGAGEMENTS.....	38
<b>PART EIGHT - LEAVE.....</b>	<b>39</b>
41. PERSONAL LEAVE .....	39
42. CARER'S LEAVE.....	40
43. COMPASSIONATE LEAVE .....	42
44. ANNUAL LEAVE .....	42
45. LONG SERVICE LEAVE .....	44
46. SABBATICAL LEAVE.....	44
47. PARENTAL LEAVE.....	44
48. DOMESTIC & FAMILY VIOLENCE LEAVE .....	46
<b>PART NINE – HEALTH, SAFETY, WELLBEING AND EQUIPMENT.....</b>	<b>48</b>
49. OUT OF HOURS CHILD CARE EXPENSES .....	48

50. PURCHASED ANNUAL LEAVE.....	48
51. REMOTE WORKING ARRANGEMENTS .....	49
52. SAFETY TRAINING.....	50
53. SPECIAL RISKS .....	50
54. SPECIAL RISKS INSURANCE .....	51
PART TEN - MISCELLANEOUS .....	52
55. EMAIL POLICY.....	52
56. INTERNAL ADVERTISING OF POSITIONS .....	52
57. USE OF FIXED TERM CONTRACTS .....	52
58. ANNUAL PERFORMANCE REVIEWS .....	52
59. DIVERSITY AND INCLUSION .....	53
60. TRAINING.....	54
61. EQUIPMENT AND TECHNOLOGY .....	54
62. AUTHORSHIP.....	54
63. SIGNING WORK.....	54
64. GRADING PROPORTIONS.....	54
65. WORKPLACE DELEGATES' RIGHTS .....	54
66. NO EXTRA CLAIMS.....	56
67. AGREEMENT FOR REFERENCE .....	56
68. MAXIMISE THE USE OF PERMANENT EMPLOYMENT .....	57
SCHEDULE 1 - MINIMUM RATES OF PAYMENT FOR EMPLOYEES CADET TO GRADE 10 OTHER THAN THOSE PAID UNDER SCHEDULE 2 .....	58
SCHEDULE 2 - MINIMUM RATES OF PAYMENT FOR EMPLOYEES WHO WERE PAID UNDER SCHEDULE 2 OF THE 2022 AGREEMENT AS PER CLAUSE 17.2.....	59
SCHEDULE 3 - EBAM PAYMENTS .....	60
SCHEDULE 4 - HISTORY OF PAYMENTS .....	62
SCHEDULE 5 - INDIVIDUAL FLEXIBILITY ARRANGEMENT.....	63
SIGNATURES.....	64

### 3. DEFINITIONS

**Act** means the *Fair Work Act 2009*, as amended, replaced or superseded from time to time.

**Awards** means the *Journalists (John Fairfax Group) Award 2001* and the *Journalists (Federal Capital Press) Award 2001*.

**Cadet** means an Employee who is constantly or regularly in training for journalism, press photography or editorial art and who has not become classified as a graded Employee. The Higher School Certificate

or its equivalent Year 12 qualification normally will be the minimum entry requirement for a cadetship. The Company shall have the right to appoint to cadetship a person without such qualification.

**Commencement Date** means the seventh day after the date of approval of this Agreement by the FWC.

**Company** means Fairfax Media Publications Pty Limited, The Age Company Pty Limited and Fairfax Digital Australia & New Zealand Pty Limited.

**Delegate** means an Employee appointed or elected to be a union workplace delegate for Employees.

**Employee** means an editorial employee of the Company engaged in journalism in its literary, artistic and photographic branches and in the gathering, writing or preparing of news matters or news commentaries, other than any employee of Fairfax Digital Australia and New Zealand Pty Limited engaged in New Zealand. For the avoidance of doubt, Employee does not include editorial assistants.

**FWC** means the Fair Work Commission.

**Interns** may be engaged in conjunction with the work-placement requirements of a tertiary education course, for the purposes of obtaining work experience, observation and learning.

**MEAA** means the Media, Entertainment & Arts Alliance.

**Modern Award** means the *Journalists Published Media Award 2020*.

**NES** means the National Employment Standards under the Act.

**Over Threshold Employees** means any Employee who is graded at Grade 10 and whose Threshold Remuneration is more than the Threshold Cap at the relevant time.

**Personal Margin** means any amount paid to an Employee in excess of the applicable Grade rate of pay other than an EBAM payment paid in accordance with **clause 19** of this Agreement, the Complex Area Make-Up Allowance paid in accordance with **clause 23** of this Agreement or any other allowance or shift penalty payable in accordance with this Agreement.

**Press photographer** means a person who takes and where necessary prepares photographs for reproduction in a publication published by the Company.

**Visual display terminal** shall include any portable visual display terminal.

## **4. PARTIES BOUND**

4.1 Subject to the provisions of **subclauses 4.3 to 4.7**, this Agreement covers:

- a) Fairfax Media Publications Pty Limited - ABN 33 003 357 720;
- b) The Age Company Pty Limited - ABN 85 004 262 702;
- c) Fairfax Digital Australia & New Zealand Pty Limited – ABN 34 087 887 456;
- d) Employees; and

- e) MEAA, providing the FWC notes that the MEAA is bound by the Agreement under section 201 of the Act,

in respect of all work to be done by Employees (as defined) for the Company.

4.2 For the avoidance of doubt, the Company recognises that this Agreement covers Employees employed by the Company on online work.

4.3 The Agreement does not cover the undermentioned:

4.3.1 The Australian Financial Review:

- a) Editor-in-Chief, AFR Editor, News Editor, Managing Editor, Weekend Editor, Deputy Editor - Business.
- b) Any other associated publication: Editor.

4.3.2 The Sydney Morning Herald:

- a) Editor – SMH, Editor – Sun Herald, Saturday Editor, Production Editor, Features Editor, Weekday Print Editor, News Director, Managing Photo Editor, Head of Sport, SMH Deputy Editor.
- b) Any other associated publication: Editor.

4.3.3 The Age:

- a) Editor – The Age, Deputy Editor, Saturday Editor, Production Editor, News Director, Weekday Print Editor, Photographic Editor, Managing Editor - Sport.
- b) Any other associated publication: Editor.

4.3.4 National teams:

Head of Premium Content, Federal Politics Editor, Life Editor, Art Director, National Managing Editor, Creative Director, National Editor, Business Editor, World Editor.

4.3.5 Fairfax Digital Australia & New Zealand Pty Limited:

Any online publication with at least 10 Employees: Editor.

4.4 The Agreement does not cover the Editor-in-Chief, Editor or Chief of Staff of a daily newspaper.

4.5 The Company may notify MEAA in writing if it wishes to make any changes to the exempt positions set out in **subclauses 4.3.1 to 4.3.5**. If the Company changes an exempt position, the Agreement will then not cover the person in that new exempt position on and from fourteen days after the Company provides the written notice to MEAA. For the avoidance of doubt, the Company may nominate a position with a different business unit in place of a named exempt position listed in respect of a particular business unit.

4.6 An Employee who is classified in Grade 9 or Grade 10 shall be exempted from the provisions of **clause 36 – Hours of Employment, clause 37 – Roster of Ordinary Hours of Employment, clause 38 – Overtime** and **clause 39 – Shift Penalties**. Provided that each Employee shall be given at least two clear days off duty each week in accordance with the provisions of **subclauses 36.3** of the Agreement. The provisions of **subclause 38.11** of the Agreement shall apply to an Employee who is not given two

clear days off.

- 4.7 This Agreement does not cover editorial staff covered by the *Fairfax Media Publications Information Services (Sydney) Enterprise Agreement 2018* or *The Age Library Agreement 2018* as superseded or replaced from time to time.

## **5. RELATIONSHIP TO AWARDS, OTHER INDUSTRIAL INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS**

- 5.1 This Agreement shall operate entirely to the exclusion of the Awards and Modern Award as amended, replaced, or superseded from time to time and any other award in place from time to time.
- 5.2 This Agreement rescinds and replaces all other collective agreements, whether registered, lodged, certified or not, including *The Australian Financial Review*, *The Sydney Morning Herald*, *The Age*, *Brisbane Times* and *WAtoday - Journalists Enterprise Agreement 2022 (2022 Agreement)* and operates entirely to the exclusion of any other collective industrial agreement, whether registered, lodged, certified or not.
- 5.3 No term of this Agreement will operate to exclude the NES or any other provision of the NES.
- 5.4 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **6. COMMENCEMENT DATE AND PERIOD OF OPERATION**

This Agreement will operate on and from the Commencement Date and the nominal expiry date of the Agreement is 30 June 2027.

## **PART TWO – CONSULTATION, RESOLUTION OF DISPUTES AND INDIVIDUAL FLEXIBILITY ARRANGEMENT**

### **7. RESOLUTION OF DISPUTES**

7.1 The following provisions apply to the resolution of disputes concerning a matter arising under this Agreement or the NES (including under section 65 and 76 of the Act):

- a) the matter is to be discussed in the first instance between the Employee(s) and their supervisor;
- b) if the matter is not resolved, the matter is to be discussed by the Employee(s) concerned, the Company and, if the Employee so elects, their nominated representative, if any;
- c) if the matter is still not resolved a discussion shall be held between the Company and its representative, if any, and MEAA or other representative, if any (to the extent that the Employee has elected that MEAA or another representative represent them in this discussion);
- d) if the matter cannot be resolved, it may be referred to the FWC or, if the parties agree, to another person, for conciliation;
- e) if the matter is unable to be resolved at conciliation and both parties then agree to arbitration, then the matter may be referred to the FWC for arbitration using the powers that are available to it under the Act; and
- f) while the parties attempt to resolve the matter, work will continue as normal.

7.2 An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.

#### **Statement of Principles regarding Disputes**

7.3 It is agreed that every endeavour will be made to settle any disputes which arise by direct negotiation and consultation.

7.4 Disputes affecting employment of Employees shall be subject to consultation which will ensure that all affected parties are promptly and fully informed about the issue. For the avoidance of doubt, during any consultation the Company will not be required to provide information about an Employee to MEAA, unless that individual Employee requests that the information about them be provided to MEAA, and the Company is not required to disclose confidential or commercially sensitive information to Employees or their representatives.

7.5 No party shall be prejudiced as to the final settlement by continuation of normal work as a prerequisite for the operation of these procedures.

7.6 Every attempt will be made to resolve issues quickly and at the lowest possible level of the dispute resolution procedure set out in this clause. If the matter is not resolved at that first step, such subsequent steps are to be followed.

### **8. CONSULTATION**

8.1 This **clause 8** applies if:

- a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure or technology, including generative artificial intelligence technologies, in relation to its enterprise that is likely to have a significant effect on Employees; or
- b) the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

8.2 For the purposes of consultation in respect of **subclause 8.1**:

- a) the relevant Employees may appoint a representative for the purposes of the procedures in this clause; and
- b) if:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

### **Major change**

8.3 For a major change referred to in **subclause 8.1(a)**:

- a) the Company must notify the relevant Employees of the decision to introduce the major change; and
- b) **subclauses 8.4 to 8.8** apply.

8.4 As soon as practicable after making its decision, the Company must:

- a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

8.5 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.



- 8.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in **subclauses 8.2, 8.2(a), 8.3(a) and 8.4** are taken not to apply.
- 8.8 In this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:
- a) the termination of the employment of Employees; or
  - b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or
  - f) the need to relocate Employees to another workplace; or
  - g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 8.9 For a change referred to in **subclause 8.1(b)**:
- a) the Company must notify the relevant Employees of the proposed change; and
  - b) **subclauses 8.10 to 8.12** apply.
- 8.10 As soon as practicable after notifying the relevant Employees of the proposed change, the Company must:
- a) provide information to the relevant Employees about the change;
  - b) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - c) consider any views given by the relevant Employees about the impact of the change.
- 8.11 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.12 The consultation process will not give cause for delay to the implementation of the change, which may be implemented by the Company as soon as practicable after notification of the change.
- 8.13 In this clause, ***relevant Employees*** means the Employees who may be affected by a change referred to in **subclause 8.1**.
- 8.14 For the purposes of this clause, the Company must not provide information about a specific Employee to MEAA unless that individual Employee requests that the information about them be provided to MEAA.

## 9. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 9.1 Notwithstanding any other provision of this Agreement, the Company and an individual Employee may agree to vary the effect of certain terms of this Agreement to meet the genuine individual needs of the Company and the individual Employee (**Arrangement**). The terms the effect of which the Company and the individual Employee may agree to vary are those concerning:
- a) arrangements for when work is performed;
  - b) overtime rates;
  - c) penalty rates; and
  - d) allowances.
- 9.2 The Company and the individual Employee must have genuinely agreed to the Arrangement without coercion or duress.
- 9.3 The Company must ensure that any Arrangement under this clause:
- a) is about matters that would be permitted matters if the Arrangement were an enterprise agreement; and
  - b) does not include any term that would be an unlawful term if the Arrangement were an enterprise agreement.
- 9.4 The Company must ensure that an Arrangement under this clause:
- a) is in writing (in the form attached to this Agreement as **Schedule 5**), names the parties to the Arrangement, and is signed by the Company and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - b) states each term of this Agreement that the effect of which the Company and the individual Employee have agreed to vary;
  - c) details how the effect of each term has been varied by agreement between the Company and the individual Employee;
  - d) results in the individual Employee being better off overall than they would have been if the Arrangement were not entered into, and details how the Arrangement has this result; and
  - e) states the date the Arrangement commences to operate.
- 9.5 The Company must give the individual Employee a copy of the Arrangement within 14 days after it is agreed to and keep the Arrangement as a time and wages record.
- 9.6 Except as provided in **subclause 9.4(a)**, the Arrangement must not require the approval or consent of a person other than the Company and the individual Employee.
- 9.7 A Company seeking to enter into an Arrangement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Company must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 9.8 The Company must ensure that an Arrangement under this clause may be terminated:

- a) by the Company or the individual Employee giving no more than 28 days' notice of termination, in writing, to the other party and the Arrangement ceasing to operate at the end of the notice period; or
- b) at any time, by written agreement between the Company and the individual Employee.

9.9 The right to make an Arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between a Company and an individual Employee contained in any other term of this Agreement.

9.10 Any such Arrangement may not be made a requirement by the Company of any prospective Employee gaining employment.

## **PART THREE - EMPLOYMENT RELATIONSHIP, ACCELERATED PROGRESSION, NOTICE OF TERMINATION AND REDUNDANCY**

### **10. REGULAR PART-TIME EMPLOYMENT**

- 10.1 The Company may employ an Employee as a regular part-time Employee.
- 10.2 The following terms and conditions of employment shall apply to any Employee employed as a regular part-time Employee:
- a) the Company is required to roster a regular part-time Employee for a minimum of 4 consecutive hours on any day;
  - b) subject to **subclause 10.2(a)**, the ordinary hours of work and days on which such work is to be performed shall be specified in writing by the Company to the regular part-time Employee before the regular part-time Employee begins employment. Such agreed hours and days may be changed only by:
    - (i) agreement (in writing) between the regular part-time Employee and the Company; or
    - (ii) seven days' notice (in writing) being given by the Company to the regular part-time Employee, provided that there is no diminution of the total agreed number of ordinary weekly hours of work.
- 10.3 The rate of pay of each regular part-time Employee, which shall be no less than the rate of pay for Grade 2, shall be agreed in writing between the regular part-time Employee and the Company before the Employee commences employment.
- 10.4 The minimum weekly rate of pay for a regular part-time Employee shall be the rate which is that proportion of the weekly rate for an Employee of the same Grade as the regular part-time Employee which the ordinary weekly hours of work of the part-time Employee bears to 38.
- 10.5 Every regular part-time Employee shall be allocated a Grade as provided for in the classification proportions in **subclause 13.1** and for the purpose of the application of those proportions to regular part-time Employees:
- a) the weekly hours of regular part-time Employees will be expressed as a percentage of 38 hours;
  - b) the percentages of Employees on the same Grade will be added together. Any accumulated percentage above 50% will count as 100%. Any percentage at or below 50% will be disregarded; and
  - c) the Company shall be permitted a period of eight weeks to ensure compliance with the classification proportions following the employment/cessation of employment of any part-time Employee.
- 10.6 For the purpose of this **clause 10**, pro rata means, in the case of each regular part-time Employee, the percentage which the ordinary weekly hours of work of the Employee bears to 38.
- 10.7 Annual leave entitlements shall accrue for regular part-time Employees in the same manner as for full-time Employees. Payment for any period of, or entitlement to, annual leave for regular part-time Employees, shall be calculated pro rata for the period of leave or entitlement.

- 10.8 Paid personal/carers leave shall accrue for regular part-time Employees in the same manner as for full-time Employees and payment for absences shall be in respect of the hours each week that would have been worked by the Employee concerned had that Employee been working.
- 10.9 In the fortnights in which Christmas Day and Good Friday occurs:
- a) a part-time Employee who works 22.8 hours or more per week, will receive 7.6 hours off duty;
  - b) a part-time Employee who works less than 22.8 hours per week, will receive 3.8 hours off duty.
- 10.10 The Company and an Employee can agree that the additional hours off duty are to be treated as time off in lieu and may be taken by the Employee with the agreement of the Company at any time.
- 10.11 All other provisions of the Agreement applicable to full-time Employees, which are capable of having application to regular part-time Employees, shall apply to regular part-time Employees provided that, where such provisions specify the payment to be made to an Employee, which is calculated on the basis of, or by reference to, weekly hours of work of a full-time Employee, the payment shall be made pro rata to the regular part-time Employee.

## 11. CASUAL EMPLOYMENT

- 11.1 In this Agreement, casual employee has the meaning provided by the Act. A casual employee under this Agreement will be engaged and paid as such to perform work similar to that usually done by Employees of the classified staff as part of their duty.
- 11.2 The minimum rate of payment for casual work shall, except as otherwise provided, be an hourly rate calculated by dividing the weekly Grade 3 rate by 38, except where the casual demonstrably has appropriate skills, when the rate of payment will be calculated by dividing the weekly Grade 5 rate by 38. No casual employee will be employed to perform duties at Grade 9 or Grade 10 under this Agreement.
- 11.3 A casual may be engaged by the hour provided only that:
- a) the minimum daily engagement for a casual will be 4 hours, provided that a casual Employee may request an engagement shorter than 4 hours; and
  - b) the minimum payment for a shift will be 12.5% of the applicable weekly Grade rate (ie Grade 3 or Grade 5).
- 11.4 The maximum daily engagement at ordinary time rates for a casual will be 11 hours. The maximum weekly engagement at ordinary time rates for a casual will be 38 hours. Time worked in excess of 11 hours in any day or 38 hours in any week shall be paid for as follows:
- a) for the first two hours at the rate of 1.5 times the applicable hourly rate (ie Grade 3 or Grade 5); and
  - b) thereafter at the rate of 2 times the applicable hourly rate (ie Grade 3 or Grade 5).
- 11.5 Casual Employees will be paid a loading of 20% in addition to the applicable hourly rate of pay specified in **subclause 11.2** above. This loading is in compensation for annual leave, leave loading, personal leave and redundancy payments. The loading will not be taken into account in the calculation of penalties, overtime or any other penalty rates or allowances.

- 11.6 A casual Employee will be entitled to the following penalties for each hour of a rostered engagement they work where any part of that rostered engagement falls between the following times:

	Percentage of the applicable hourly rate calculated in accordance with <b>subclause 11.2</b>
6.00am to 7.00am	10%
6.00pm to 8.30pm	10%
8.30pm. to 6.00am	17.5%

The shift penalties under this subclause are calculated on the applicable hourly rate of pay calculated in accordance with **subclause 11.2** (i.e. the Grade 3 or Grade 5 rate), and are non-cumulative and a casual Employee will only be entitled to the greatest of the penalties which applies to a particular rostered engagement.

- 11.7 A casual Employee will be entitled to a penalty comprising 10% of the applicable hourly rate calculated in accordance with **subclause 11.2** for each hour of a rostered engagement they work, provided that the greater part of the engagement falls between midnight Friday and midnight Sunday.
- 11.8 Calculation of time worked shall be in accordance with **subclause 36.14**.

## 12. OFFERS AND REQUESTS FOR CASUAL CONVERSION

- 12.1 This **clause 12** applies in relation to an Employee who is a casual employee.
- 12.2 The parties recognise the needs of the business to employ both casuals and full-time and part-time Employees, and that casual Employees may request that their employment be converted to full-time or part-time employment.
- 12.3 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the Act, save that instead of a requirement for a casual employee to have been employed for a period of 12 months that period under this Agreement is 6 months.
- 12.4 Where a casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 12.5 Disputes about offers and requests for casual conversion under the Act are to be dealt with under the dispute resolution procedure in this Agreement.
- 12.6 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage) or have their hours reduced or varied, in order to avoid a right or obligation under this clause or the Act.

## 13. CLASSIFICATION OF EMPLOYEES AND ACCELERATED PROGRESSION

### Classification

- 13.1 Subject to the exceptions set out in **subclause 13.6**, all Employees shall be classified by the Company in ten grades in three bands as defined in **subclause 13.2**. The separate proportions of the respective grades of Employees and the bands into which each Grade shall be allocated shall be:

**BAND 3:**

Not less than 5% in Grades 10, 9 and 8.

**BAND 2:**

Not less than 5% in Grade 7.

Not less than 10% in Grade 6.

Not less than 15% in Grade 5.

**BAND 1:**

Not less than 35% in Grades 4 and 3.

Not less than 15% in Grade 2.

Not more than 15% in Grade 1.

Any excess in any Grade may be used to make up the percentage prescribed for any lower grade.

13.2 The definitions for each of the three bands referred to in **subclause 13.1** are:

a) **Band one**

Editorial employees classified in Band One have completed the training requirements of a cadetship or its equivalent and are gaining experience in a wide range of practical areas and/or undertaking additional training. They normally perform editorial duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgment and/or the exercise of more advanced skills. Beginning as a Grade 1 editorial employee they require decreasing supervision and exercise greater professional judgement and skills to the level of Grade 4.

b) **Band two**

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

c) **Band three**

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

13.3 Classification in a Grade and the definitions in **subclause 13.2** are indicators of skills only and for the purpose only of fixing the minimum rates of payment to which Employees shall be entitled, and shall not be applied to restrict the range of work that may be required of an Employee.

13.4 Where the classification proportions specified in **subclause 13.1** are affected by any staff alterations, those proportions shall be restored within eight weeks when an appointment is made from outside the office, and within four weeks when an appointment is made within the office.

13.5 Employees solely employed on a full-time basis by the Company in any city or town outside the city of publication shall be included in the classification as provided for in **subclause 13.4**.

13.6 The following Employees shall be excluded from classification - cadets, casuals and Employees employed outside the Commonwealth.

- 13.7 Employees shall, when required by the Company, use all available functions of computer equipment to perform any work which can be performed by persons within the scope of the constitution of MEAA. Such work will include, but not be limited to:
- a) computer-assisted editorial layout and all other computer-assisted editorial functions;
  - b) computer-assisted artwork;
  - c) digital photography, including preparation, reception, enhancement, editing and transmission; and
  - d) use of personal computers capable of operating software designed for editorial use.

### 13.8 Accelerated Progression

The Company will progress weekly Employees through Grades 1 to 4 as follows:

a) **Grade 1 to Grade 2**

Subject to satisfactory performance (including the requisite training and shorthand) an Employee will be promoted from Grade 1 to Grade 2 after no more than twelve months of continuous employment as a graded journalist.

b) **Grade 2 to Grade 3**

Subject to satisfactory performance (including any required training) an Employee will be promoted to Grade 3 after no more than twelve months of continuous service at Grade 2.

c) **Grade 3 to Grade 4**

Subject to satisfactory performance (including any required training), an Employee will be promoted to Grade 4 after no more than twelve months of continuous service at Grade 3.

d) **Grade 4 to Grade 5**

Subject to satisfactory performance (including any required training), an Employee will be promoted to Grade 5 after no more than **twenty-four (24) months** of continuous service at Grade 4.

- 13.9 Notwithstanding any other clause in this Agreement, where an Employee is paid a Personal Margin and is subject to accelerated grade progression under **clause 13.8**, then the Personal Margin will cease to be paid after the Employee's classification is progressed to the higher grade, provided that the Employee's total gross rate of pay increases as a result of the accelerated progression.

### Grading and Progression Review

- 13.10 The parties agree to continue discussions throughout the life of the Agreement with an outlook to developing a new classification and performance review structure that establishes more objective and transparent grading metrics and progression opportunities within the Company.

## 14. CADETS

- 14.1 The Company is committed to having an ongoing cadetship program and an annual intake of cadets.

- 14.2 Subject to the provisions of this subclause, the period of cadetship shall be as follows:



- a) for a cadet other than a graduate of an approved tertiary course, the period of cadetship shall not exceed three years, provided that cadet training requirements are met;
- b) for a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship shall not exceed one year during which the cadet shall be paid at the percentage for a final year cadet;
- c) a cadet who, after twelve months or more employment, completes an approved tertiary course, shall be advanced to final year of cadetship;

provided that periods of training in journalism, press photography or editorial art on any newspaper or magazine shall be taken into account in determining the year of cadetship.

14.3 A cadet shall be fully and thoroughly taught and instructed in the profession of journalism provided that:

- a) cadets shall be instructed progressively throughout their cadetship in practical journalism as it operates within the office in which for the time being the cadet is employed and a responsible person shall supervise that training;
- b) the editor shall arrange for journalists and others to give a series of suitable lectures to cadets;
- c) the Company shall arrange for journalists and others to give a series of suitable lectures to cadets.

14.4 A cadet shall be permitted by the Company to be absent during ordinary working hours for periods not exceeding a total of four hours in any week to attend shorthand and typewriting classes, lectures, classes or examinations which apply to any specialised branch of journalism approved by the Company, and in addition for periods not exceeding a total of six hours in any week to attend at an Australian university for a course in journalism or other approved course. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by the Company.

14.5 A cadet in press photography shall be permitted by the Company to be absent during ordinary working hours for periods not exceeding a total of ten hours in any week to attend a diploma or similar course, in a State or Territory where such a course is available, approved by the Company and to which the cadet gains entry. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by the Company.

14.6 A cadet in editorial art shall be permitted by the Company to be absent during ordinary working hours for periods not exceeding a total of ten hours in any week to attend art classes at a technical school or art school, such course to be approved by the Company. A cadet who is advanced to the classified staff shall be eligible for the benefits of this subclause for a period of twelve months to continue a journalism related course, provided such course is approved by the Company.

14.7 All lecture and other fees for the studies prescribed should be made available by the Company provided that the cadet's conduct and progress are satisfactory.

14.8 At the end of their cadetship, all cadets shall be given equal access to positions in each masthead. This means that editorial management in each masthead will advertise what positions they have available and all cadets will have an equal opportunity to apply for these positions. Editorial management will set clear criteria for each position against which cadets shall be selected.

- 14.9 The Company's editorial management will include in their annual budget a contingent line item to take its cadets completing their cadetships onto its graded staff at the end of each year's cadetship program. Editorial management, having regard to the masthead's requirements and staff numbers, reserves the right to determine how many cadets it takes on as graded Employees at the end of the cadetship program. If the cadet has met the professional standards and the Company has a permanent position available, the cadet will be appointed to that position. If a cadet does not meet the minimum professional standards, their employment will terminate at the end of the cadetship. If the cadet has met the minimum professional standards but the Company does not have a permanent position available, the Company may make the cadet redundant in which case the cadet will be entitled to redundancy pay in accordance with **subclause 16.2**. The Company will assist those cadets who do not obtain graded positions within the Company to find jobs elsewhere.
- 14.10 All cadets who have satisfactorily completed the Company cadetship will be graded at the conclusion of their cadetship.

#### **14A INTERNS**

- 14A.1 Interns may be engaged on a casual, fixed term or maximum term basis, including engagement in a part-time capacity.
- 14A.2 The Company may engage an Intern for a maximum of 200 hours of engagement.
- 14A.3 Interns will be paid:
- a) for Interns engaged on a full-time basis, at 80% of the Cadet Year 1 classification rate in **Schedule 1**; or
  - b) for Interns engaged on a regular part-time basis, at that proportion of the minimum weekly rate of pay for a full time Intern calculated in accordance with **clause 14A.3(a)** which the ordinary weekly hours of work of the part-time Intern bears to 38; or
  - c) for Interns engaged as casuals, at an hourly rate calculated by:
    - (i) dividing the minimum weekly rate of pay for a full time Intern calculated in accordance with **clause 14A.3(a)** by 38; then
    - (ii) adding the casual loading set out in **clause 11.5** of this Agreement to the resultant hourly rate.
- 14A.4 The provisions of clause 10 of this Agreement apply to part-time Interns, subject to the following exceptions:
- a) in relation to **sub-clause 10.2(a)**, the minimum daily engagement for a part-time Intern can be reduced where a part-time Intern requests an engagement shorter than 4 hours; and
  - b) **sub-clauses 10.3, 10.4 and 10.5** will not apply to part-time Interns.
- 14A.5 The provisions of clause 11 of this Agreement apply to casual Interns, subject to the following exceptions:
- a) **sub-clauses 11.2 and 11.3(b)** and will not apply to casual Interns; and
  - b) the references in **sub-clause 11.4** to "the applicable hourly rate" will, for casual Interns, not be references to Grade 3 or Grade 5 and instead be references to 80% of the Cadet Year 1 classification rate in **Schedule 1**, divided by 38;

- c) the references in **sub-clauses 11.5, 11.6 and 11.7** to the applicable hourly rate calculated in accordance with **subclause 11.2** will, for casual Interns, instead be references to 80% of the Cadet Year 1 classification rate in Schedule 1, divided by 38.

## 15. TERMINATION OF EMPLOYMENT

15.1 Subject to this clause, the employment of an Employee shall not be terminated by either the Company or the Employee except by notice of the following periods:

- a) In the first 26 weeks of service, 1 week;
- b) After 26 weeks of service:

	Weeks
Grade 10, 9, 8, 7, 6 and 5 Employees with ten years or more continuous service to the Company	16
Grade 10, 9, 8, 7, 6 and 5 Employees after 12 months but with less than ten years continuous service to the Company	12
Grade 10, 9, 8, 7, 6 and 5 Employees after 26 weeks but with less than 12 months continuous service to the Company	8
Grade 3 and 4 Employees	8
Grade 1 and 2 Employees	4
Cadets	2

provided that the Company must give an Employee at least the notice prescribed in the Act.

- 15.2 The Company and the Employee may agree to a lesser period of notice than that specified in **subclause 15.1**.
- 15.3 Subject to the provisions of **subclause 15.4**, if the Company terminates the employment of an Employee otherwise than by notice as prescribed in **subclause 15.1**, the Company shall pay to the Employee an amount equal to their salary for the appropriate number of weeks' notice of termination not given.
- 15.4 An Employee who terminates their employment other than in accordance with **subclauses 15.1** shall forfeit any salary which may be due to the Employee.
- 15.5 The period of notice in **subclause 15.1** does not apply in the case of:
  - a) dismissal for conduct that justifies instant dismissal, including refusal of duty, wilful and serious neglect of duty, failure to follow lawful and reasonable directions or misconduct; or
  - b) casual Employees; or
  - c) Employees engaged for a specified period of time or for a specific task or tasks.
- 15.6 The period of notice in this clause shall not run concurrently with any part of annual leave provided for under **clause 45**.
- 15.7 Except as provided for in **subclause 15.4**, where an Employee is on paid personal leave and the Company gives the Employee notice of termination that notice will not commence to run until the Employee has exhausted their paid personal leave entitlement, provided that the Company may elect

to make a payment in lieu of the accrued but untaken paid personal leave entitlement and in lieu of notice in which case the termination of the Employee's employment will have immediate effect.

## **16. REDUNDANCY**

### **16.1 Nomination and application for redundancy**

16.1.1 The Company will nominate those positions which are to be made redundant within particular sections and will be the final arbiter in determining whose employment will be terminated as a result of the redundancies. However, applications from individual Employees will be considered. Accordingly, the Company will call for applications for voluntary redundancies across the Unit involved. If there are not sufficient suitable voluntary applications then compulsory redundancies in the affected area may occur.

16.1.2 In this clause, '**Unit**' means one of:

- a) The Age, including Digital & Presentation Melbourne
- b) The Sydney Morning Herald, including Digital & Presentation Sydney
- c) The Australian Financial Review
- d) National
- e) Domain
- f) The Brisbane Times
- g) WA Today
- h) Life & Entertainment Sydney
- i) Life & Entertainment Melbourne
- j) Any other Unit agreed between the Company and MEAA from time to time.

### **16.2 Redundancy payments**

16.2.1 An Employee whose employment is terminated on the ground of redundancy will be entitled to a redundancy payment calculated as follows:

- a) two weeks' pay, plus four weeks' pay for each completed year of continuous service, plus pro-rata payment of four weeks' pay for any continuous service less than a completed year; or
- b) the provisions applicable under **subclause 15.1**, whichever is the greater.

16.2.2 Subject to **subclause 16.2.3**, the payments will be calculated on an Employee's applicable weekly Grade rate of pay as set out in this Agreement, plus the weekly average of shift allowances, Personal Margin, and weekend penalties (but excluding overtime) over the six months prior to date of termination.

16.2.3 Despite **subclause 16.2.2**, where an Employee who was employed on a full time basis has converted to part-time employment due to personal reasons, including but not limited to return to work from a period of parental leave, caring responsibilities or study responsibilities, the redundancy payments for

that Employee will be calculated as an average of the Employee's applicable weekly Grade rate of pay as set out in this Agreement, plus the weekly average of shift allowances, Personal Margin and weekend penalties (but excluding overtime) over the five years prior to the date of termination or 12 months prior to the date of termination, whichever is the greater. The five years will exclude any period of parental leave and any other unpaid leave.

16.2.4 The payments provided for under **subclause 16.2.1** are in satisfaction of all termination entitlements including notice of termination and redundancy pay under the NES, except the entitlements set out in **subclause 16.2.5**.

16.2.5 All outstanding annual leave entitlements will be paid, pro-rata long service leave will be paid after five years of continuous service and a payment for untaken time off in lieu will be paid.

16.2.6 For the purpose of this clause only, if the Employee's service has been broken by a period of two months or less at the initiative of the Company, the period of continuous service of the Employee immediately prior to that break in service shall be included for the purpose of calculating the entitlement to redundancy payments in accordance with **subclause 16.2.1**. An Employee may have their entitlements calculated in respect of a period of service only once.

### 16.3 **Notification**

The Company will advise affected Employees and their representative unions or nominated representative as early as possible of the intention to make positions redundant in a particular Unit.

### 16.4 **Redeployment**

The Company will endeavour to identify work areas where alternative positions may be available to Employees affected by the redundancies.

### 16.5 **Other matters**

16.5.1 The provisions of this **clause 16** will only apply to regular full-time and regular part-time Employees.

16.5.2 Casual Employees, independent contractors and contributors are not entitled to redundancy payments.

### 16.6 **Acceptable Alternative Employment**

16.6.1 Despite any other provision, where the Company or any other related body corporate of the Company obtains for an Employee an offer of acceptable alternative employment, the Company will not be required to make any redundancy payment to that Employee. For the avoidance of doubt, if the Employee rejects the offer of acceptable alternative employment, the Employee will not be entitled to any payment prescribed by this Agreement or any other industrial instrument whether registered or unregistered other than payment for accrued but untaken annual leave and annual leave loading and long service leave, if applicable, and any payment in lieu of notice and untaken time off in lieu. This **subclause 16.6.1** does not affect any entitlement of an Employee to redundancy pay under the NES.

16.6.2 The parties have agreed that 'acceptable alternative employment' will not include:

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

- b) a position for which the Employee would have to change crafts – e.g. from reporter to photographer or from artist to reporter;
- c) a position for which the Employee does not have the necessary skills, qualifications or expertise;
- d) a position which is not comparable in pay and status,

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

16.6.3 If there is a dispute regarding whether an offer is an offer of acceptable alternative employment, the dispute may be dealt with in accordance with the dispute settling procedure in **clause 7** of this Agreement.

## PART FOUR - RATES OF PAY

### 17. MINIMUM RATES OF PAYMENT

- 17.1 The minimum weekly Grade rates of pay for Employees graded from Cadet to Grade 10, except for Employees falling within **subclause 17.2**, shall be as set out in **Schedule 1** of this Agreement.
- 17.2 The minimum weekly Grade rates of pay for Employees who, as at the date this Agreement is made, were paid under Schedule 2 of the 2022 Agreement, shall be as set out in **Schedule 2** of this Agreement.
- 17.3 Subject to **subclause 17.3.3**, an Employee who is paid a Personal Margin will not have the increase to their minimum applicable Grade rate of pay absorbed into that Personal Margin.

#### **Grade 10 Employees with Threshold Remuneration over the Threshold Cap**

17.3.1 The **Threshold Cap** at a particular date means:

- a) as at 30 June 2024, \$176,120.37
- b) as at 30 June 2025, \$182,724.88
- c) as at 30 June 2026, \$189,577.07.

17.3.2 **Threshold Remuneration** is calculated as follows:

- a) the weekly amount as at that date of:
  - (i) the Employee's applicable base Grade rate of pay;
  - (ii) any Personal Margin payable to the Employee, including Special Payments;
  - (iii) any EBAM payment payable to the Employee in accordance with **clause 19** of this Agreement; and
  - (iv) any Complex Area Make Up Allowance payable to the Employee in accordance with **clause 23** or **Schedule 3** of this Agreement,

multiplied by 52, provided that for regular part-time Employees, the full-time equivalent of each amount in **subclause 17.3.2(a)(i) and 17.3.2(a)(ii)** will be used to calculate that Employee's Threshold Remuneration.

17.3.3 A Grade 10 Employee whose Threshold Remuneration is above the Threshold Cap as at the time of any schedule increase to base rates of pay provided by this Agreement will have the full value of the increase to the applicable base rate of pay absorbed into their Personal Margin, Special Payment or Complex Area Make Up Allowance (in that order).

17.3.4 The provisions of this subclause apply to part-time and casual Employees on a pro-rata basis - that is, a pro-rata proportion of the increase will be absorbed.

### 17.4 Relativities

The relativities for base rates for Employees have historically been set as follows:

Grade	Relativity
Cadet 1st year	92.5
Cadet 2nd year	100
Cadet 3rd year	107
1	115
2	130
3	150
4	160
5	170
6	185
7	200
8	207.5
9	240
10	275

## 18. MERIT BUDGET

- 18.0 With effect on each of 30 June 2024, 30 June 2025 and 30 June 2026, a merit budget will be calculated by determining 2.5% of the value of the Grade 10 base rates of pay for each Over Threshold Employee employed as at the relevant date. The amount of the merit budget will be available for allocation to any Employee covered by this Agreement in the 12-month period subsequent to the creation of the relevant merit budget.
- 18.1 For the avoidance of doubt, the sum in **subclause 18.0** excludes EBAM payments, all allowances, Personal Margins and wages paid to casual Employees.
- 18.2 Each Over Threshold Employee will have a discussion with their editor or the editor's nominated representative regarding the Employee's remuneration and any payment that may be paid to them from the merit budget available under **clause 18 (Merit Discussion)**.
- 18.3 Subject to the percentage requirement and the timing requirements set out above, it shall be at the Company's discretion when and whether to grant a merit payment to an individual Employee and the amount of any merit payment which is granted.
- 18.4 The merit payments provided for in this clause will be subject to an independent audit. In assessing compliance, the auditor will use the annualised value of merit payments made to Employees. The audit will be required to confirm that each merit budget has been allocated in accordance with this clause. The audit will also identify:
- a) the allocation of the merit budget according to gender;
  - b) the number of Employees who receive a merit payment from the merit budget;
  - c) the amount of the minimum payment made or awarded under the merit budget;
  - d) the amount of the maximum payment made or awarded under the merit budget;
  - e) the amount of the average payment made or awarded under the merit budget;
  - f) the proportion of the merit budget that has been awarded on a one-off basis;
  - g) the proportion of the merit budget that has been awarded on an ongoing basis.



## 19. EBAM PAYMENTS

Staff employed prior to 30 September 2000 who were receiving an EBAM payment at the commencement of this Agreement will continue to receive an EBAM payment each week on the terms set out in **Schedule 3** to this Agreement.

## 20. SPECIAL PAYMENTS

20.1 From time to time, an Employee may agree to perform nominated work for the Company outside their ordinary hours of work and duties in return for a Special Payment.

20.2 Special Payments to an Employee will be subject to the following conditions.

- a) the additional work is performed under an agreement between an Editor and Employee for nominated work;
- b) the amount paid as a Special Payment will be determined in advance of performing nominated work;
- c) the entitlement to a Special Payment ceases when the nominated work is no longer required;
- d) the Special Payment will be included in an Employee's taxable income and the calculation of superannuation entitlements; and
- e) the additional work is performed as an Employee.

### 20.3 Higher Duties

20.3.1 Where an Employee is required by the Company to perform higher duties which are a significant step up to a senior position as part of their career development in the circumstances of **subclause 20.3.2** below, the Company will make an additional payment to the Employee that reasonably compensates the additional responsibilities and duties performed.

20.3.2 A higher duties allowance under this **subclause 20.3** will be paid where the Employee is required to perform such duties:

- a) for a long term fixed period, or
- b) as part of regular roster pattern established to accommodate staff absence of a significant duration.

## PART FIVE - ALLOWANCES

### 21. OUT OF POCKET EXPENSES

An Employee shall be reimbursed reasonable out-of-pocket expenses when paid by the Employee. Wherever practicable, such expenses shall be approved in advance.

### 22. NIGHT WORK

If an Employee is engaged on night work until such an hour that the ordinary means of transport to their home are not available, or is required to start work before their normal means of transport are available, they shall be allowed the necessary expense of transport to their home.

### 23. COMPLEX AREA MAKE UP ALLOWANCE

- 23.1 The Complex Area Make Up Allowance provided under this **clause 23** is only payable to Employees who were receiving the Complex Area Make Up Allowance as at 6 November 2008.
- 23.2 Subject to this subclause and **subclauses 23.1** and **23.3** to **23.6**, an Employee who is a subeditor or design artist qualified in complex area make-up procedures (as defined in **subclause 23.3**), and who is required to use such procedures in production, shall be paid a Complex Area Make Up Allowance of \$34.60 per week in addition to all other payments in this Agreement.
- 23.3 For the purpose of this subclause, '**complex area make-up**' means activating computer programs which cause headings, text, picture captions and editorial display devices, such as rules and borders of news items or feature articles, to be typeset in a single operation in the relative positions described for them in an editorial layout. It does not mean activating standard programs which control the typesetting of material, especially tabular material, where layout does not vary.
- 23.4 The allowance shall be payable only where an Employee works a full shift as a subeditor.
- 23.5 The allowance shall not be payable to an Employee who has ceased to be a subeditor, other than an Employee who is now a page editor.
- 23.6 The allowance shall not be part of an Employee's salary for any purpose of the Agreement. For the avoidance of doubt, this does not affect the inclusion of the Complex Area Make Up Allowance for the purpose of calculating Threshold Remuneration in **subclause 17.3.2**.
- 23.7 A reference to subeditor in **subclauses 23.4** and **23.5** shall be taken to include a reference to a design artist.
- 23.8 Subject to **subclauses 23.1** and **23.3** to **23.6**, a casual or part-time subeditor or design artist qualified in complex area make-up procedures (as defined in **subclause 23.3**) and who is required to use such procedures in production shall be paid the allowance set out in **subclause 23.1** on a pro rata basis where the divisor is 38 hours.

## 24. MEAL ALLOWANCE

- 24.1 On and from the first full pay period on or after 1 July 2024, the meal allowance provided for in this **clause 24** shall be \$25.26. The meal allowance will increase annually from the first pay period on or after 1 July each year from 1 July 2025 in accordance with the annual increase in the take-away and fast food component of CPI (measured from March to March).
- 24.2 If an Employee's duty compels the Employee to take more than one meal a day away from their home, any meal or meals in excess of one day shall (unless otherwise paid for or reimbursed by the Company) be paid for by the Company at the rate set out in **subclause 24.1** as varied from time to time for each such meal.
- 24.3 For the purpose of this clause:
- a) **'meal'** shall mean breakfast, lunch or dinner;
  - b) the normal meal break hours are:
    - (i) Breakfast 6.00am to 8.00am
    - (ii) Lunch noon to 2.00pm
    - (iii) Dinner 6.00pm to 8.00pm
  - c) an Employee shall be entitled to the payment of one meal allowance under **subclause 24.2** in any one day only if he or she works through two of the specified meal break periods in that day. An Employee shall be entitled to two meal allowances under **subclause 24.2** if he or she works through the three specified meal break periods in that day;
  - d) the Company may require an Employee to provide evidence that he or she has taken and paid for any meal for which the Employee claims a meal allowance under this Agreement.
- 24.4 In addition to **subclause 24.2**, the Company will pay a meal allowance where an Employee works 10.5 or more hours.
- 24.5 Employees will not in any circumstance receive more than one meal allowance per rostered shift under **subclause 24.4**.
- 24.6 Employees engaged in Parliament shall be allowed the minimum refreshment expenses as follows:
- a) Luncheon - at the rate set out in **subclause 24.1** as varied from time to time;
  - b) Dinner - at the rate set out in **subclause 24.1** as varied from time to time; and
  - c) A further payment for breakfast if the work extends to 7.00am - at the rate set out in **subclause 24.1** as varied from time to time.

## 25. EVENING ATTIRE

- 25.1 On and from the first full pay period on or after 1 July 2024, the 'evening attire' allowance provided for in this **clause 25** shall be \$422.89. The evening attire allowance will increase annually from the first pay period on or after 1 July each year from 1 July 2025 in accordance with the annual increase in the garments for women component of CPI (measured from March to March).

- 25.2 An Employee regularly employed on work requiring attendance in evening attire or in special attire shall be paid an evening attire allowance at the rate specified in **subclause 25.1** as varied from time to time.
- 25.3 An Employee engaged on work requiring attendance in evening dress shall be provided with reasonable transport facilities.

**26. DAMAGE TO CLOTHING OR PERSONAL EFFECTS**

An Employee shall be reasonably compensated for damage to their clothing and personal effects arising out of, and in the course of, their employment.

**27. SPECTACLE ALLOWANCE**

- 27.1 On and from the first full pay period on or after 1 July 2024, the 'spectacle' allowance provided for in this **clause 27** shall be up to \$138.88 for frames. The spectacle allowance will increase annually from the first pay period on or after 1 July each year from 1 July 2025 in accordance with the annual increase in the therapeutic appliances and equipment component of CPI (measured from March to March).
- 27.2 Where an ophthalmologist or optometrist prescribes spectacles, or a lens change, specifically for Visual display terminal operation, the Company shall pay the cost of the lens and up to the amount specified in **subclause 27.1** as varied from time to time in respect of the cost of frames.
- 27.3 Where the Employee receives a health fund or other benefit towards the cost of spectacles, the Company shall pay the difference between the cost of the spectacles and the benefit, up to the amount specified in **subclause 27.1** as varied from time to time in respect of the cost of the frames.

**28. VEHICLE ALLOWANCE**

On and from the first full pay period on or after 1 July 2024, Employees required by the Company to use their own vehicles for work purposes shall be paid an allowance of 88c per kilometre. The allowance will be adjusted from 1 July each year from 1 July 2025 to reflect the ATO car expense deduction rate.

**29. TRANSFER EXPENSES**

- 29.1 The provisions of this clause shall apply to Employees who are required by the Company to permanently perform their duties in a different city or State to the one in which they were last regularly located.
- 29.2 The Company shall reimburse the following costs associated with the transfer:
- a) first class train fares or economy class air fares for the Employee and their family, or if the Employee travels by car he or she will be paid a mileage allowance; and
  - b) the transfer and storage of the Employee's furniture and effects. The Employee shall obtain at least two quotations for such transfer and storage and the Company shall be obliged to reimburse the lower amount.
- 29.3 An Employee who resigns or is dismissed for misconduct after being transferred is not entitled to be

paid or reimbursed any costs associated with the Employee and their spouse and family returning to the previous place of living.

29.4 The town or city to which an Employee is transferred will thereafter be regarded as the town or city in which the Employee is regularly employed for all purposes of the Agreement.

### **30. TRAVEL BY AIR**

30.1 Where an Employee agrees to travel by air other than by a regular passenger-carrying service, the Company will reimburse the Employee for the cost of taking out additional personal insurance to cover any existing personal insurance policies that would be invalidated by such travel, provided that the Employee has provided the Company, at least seven days before the day of travel, with a list of the personal insurance policies, showing the amount of each policy and by what company each policy was issued.

30.2 **Subclause 30.1** will not apply where the Company agrees to indemnify the Employee against any invalidation of the Employee's personal insurance policies. The Employee must provide the Company, at least seven days before the day of travel, with a list of the personal insurance policies, showing the amount of each policy and by what company each policy was issued. The Company may then agree to indemnify the Employee against the invalidation of such policies.

### **31. USE OF OFFICE VEHICLES**

An Employee will, if required by the Company, drive an office-owned car on any assignment provided that the Employee is made exempt by the Company from financial liability coverable by ordinary insurance during the whole period the Employee is in charge of the car.

## **PART SIX - PAY RELATED MATTERS**

### **32. SALARY SACRIFICE**

32.1 For the purpose of this clause only, these terms have the following meaning:

**'Salary'** means amounts which an Employee is entitled to receive from the Company in accordance with this Agreement, or any other agreement between the Employee and the Company.

**'Salary Sacrifice Contribution'** means the amount by which an Employee's salary will be reduced, for salary sacrifice purposes, where:

- a) the Employee completes and lodges the relevant application form; and
- b) the Company agrees to the Salary Sacrifice request of the Employee.

**'Post Salary Sacrifice'** means the cash salary paid to an Employee after the deduction of the Salary Sacrifice Contribution has commenced. PAYG tax is deducted from this cash salary amount.

**'Salary Sacrifice Agreement'** means an application lodged by an Employee to make a future Salary Sacrifice Contribution. The Salary Sacrifice Agreement will be approved by the Company in accordance with the relevant policy.

32.2 An Employee may apply to the Company to have their salary reduced by an amount nominated by the Employee as a Salary Sacrifice Contribution for the benefit of the Employee. The amount paid to an Employee following the deduction of the Salary Sacrifice Contribution is their Post Salary Sacrifice cash salary.

#### **Authorisation**

32.3 For the Employee's salary sacrifice application to be valid, the Employee must complete the application form provided by the Company.

32.4 The Company must approve the salary sacrifice application form before the Employee's salary is adjusted for salary sacrifice contributions. No retrospective applications will be processed. The relevant application form for each Company Salary Sacrifice policy must be completed. A processed application will be referred to as a Salary Sacrifice, Agreement.

#### **Rate for periods of paid leave**

32.5 The Employee will receive their post Salary Sacrifice cash salary for periods of annual leave, long service leave, and other periods of paid leave provided the Salary Sacrifice Contribution is paid.

#### **Calculation of benefits on termination**

32.6 Payments on termination will be calculated by reference to the Employee's salary.

32.7 No Salary Sacrifice Contribution will be made in respect to termination payments.

#### **Variation to a Salary Sacrifice Agreement**

32.8 Unless otherwise agreed by the Company, an Employee may revoke or vary their Salary Sacrifice

Agreement once in each twelve-month period in accordance with Company policy.

- 32.9 Not less than one month's written notice shall be given by an Employee of their revocation or variation of a Salary Sacrifice Agreement.

#### **Change to Tax law or cost of offering salary sacrifice**

- 32.10 The continuation of an Employee's Salary Sacrifice Agreement is subject to the Company not incurring any consequential or additional costs in association with its operation.
- 32.11 Should changes occur in Tax law or practice such that the Company incurs a cost or expense under or in respect of Salary Sacrifice Agreements, such Agreements cease to apply on the Company giving one month's notice, unless an Employee elects to accept personal responsibility for the additional cost. If an Employee elects to take personal responsibility they must fill in a new application form with new cost details. Changes cannot be made verbally or by any other means other than completing a new application form.
- 32.12 Similarly, if tax or other changes occur which affect the Employee's salary sacrifice, the Employee may, upon one month's notice in writing, terminate or vary the Salary Sacrifice Agreement.

#### **Outstanding moneys on termination**

- 32.13 If there are any moneys owed to the Company in relation to a Salary Sacrifice Agreement, at the time of its termination or variation, the Company has the right to deduct the moneys from the Employee's future salary payments.
- 32.14 If, on termination of employment, an amount is owing by an Employee to the Company in respect of a Salary Sacrifice Agreement, the Company may deduct the amount owing from payments to be made to the Employee on termination.
- 32.15 The Company will provide an Employee with a written statement setting out any deductions made either under **subclause 32.13** or **subclause 32.14**.

#### **Salary Sacrifice Superannuation and SGC**

- 32.16 The Company shall not use any Salary Sacrifice Agreement contribution to meet its obligations under the *Superannuation Guarantee Administration Act 1992* (Cth) or any legislation which succeeds or replaces it.

### **33. METHOD OF PAYMENT AND PAY CYCLES**

- 33.1 An Employee may be paid by cash, cheque or electronic funds transfer at the election of the Company.
- 33.2 Each Employee will be paid on a weekly or fortnightly pay cycle as determined by the Company.

### **34. SUPERANNUATION**

- 34.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.

- 34.2 The Company must contribute to a superannuation fund named in or notified pursuant to **subclause 34.4** in respect of the Employees, so that the Company is not liable to pay a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* in respect of the Employees. If, at the Commencement Date, an Employee is entitled to superannuation payments greater than those required to be made in respect of the Employee so that the Company is not liable to pay a superannuation guarantee surcharge under the SGC legislation (**Superannuation Margin**), the Company will not absorb any increase in superannuation contributions required under this subclause into the Superannuation Margin.
- 34.3 In calculating contributions, the Company will apply the definition of 'ordinary time earnings' in the *Superannuation Guarantee Administration Act 1992* (Cth). For the avoidance of doubt, where an Employee has entered into a Salary Sacrifice Agreement under **clause 32**, the Employee's pre-salary sacrifice earnings will be used to calculate superannuation.
- 34.4 The Company must pay all superannuation contributions to either Media Super or a superannuation fund nominated by the Company from time to time, as long as the payments into those funds satisfy the Company's obligations under the relevant superannuation legislation.
- 34.5 The Company must make superannuation contributions monthly.

**35. OVERSEAS JOURNALISTS**

- 35.1 With the exception of this clause and **clause 16 – Redundancy**, this Agreement will not apply to Employees assigned to or engaged by an overseas bureau or publication.
- 35.2 The Company will adjust the salary and allowances of Employees assigned to an overseas bureau taking into account cost of living and exchange rate changes.



## PART SEVEN - HOURS OF WORK, ROSTERS, BREAKS AND OVERTIME

### 36. HOURS OF EMPLOYMENT

36.1 In this clause, unless the contrary appears, the word '**day**' means a period of 24 hours.

36.2 Subject to this **subclause 36.2**, the ordinary hours of duty shall be an average of 38 per week to be worked on one of the following bases:

- a) by Employees working 38 ordinary hours on five days per week; or
- b) by Employees working the following ordinary hours over 19 days in a 20 day work cycle:
  - 40 ordinary hours in each of three weeks and 32 ordinary hours in one week in the 20 day work cycle; or
- c) by Employees working the following ordinary hours over nine days in a ten day work cycle:
  - 42 ordinary hours in one week and 34 ordinary hours in one week in the ten day work cycle; or
- d) by Employees working 38 hours on four days in each five day work cycle.

provided that in the fortnights in which Christmas Day and Good Friday occur, the ordinary hours of duty shall be reduced by eight from those specified in this subclause and that:

- e) the method by which the 38 hour week, as provided for in **subclause 36.2** is to be worked shall be determined on a section by section or a unit by unit basis by agreement between the Company and the majority of Employees affected in the section or unit. Such agreement may be on the basis that some provisions of this Agreement, including **clause 39 – Shift Penalties**, will not apply;
- f) for the purposes of the introduction of a 38 hour week, as provided for in **subclauses 36.2** and **36.2(e)**, Employees and the Company shall determine which are the sections or units within the Company's enterprise.

36.3 The ordinary weekly hours of duty specified in **subclause 36.2** shall be worked so that each Employee shall be given two days off duty each week, except:

- a) where an individual Employee and the Company agree to a roster pattern in which the Employee shall be given 4 days off duty in a fortnight, provided that:
  - (i) the employee is required to work no more than 6 consecutive days, and
  - (ii) any days worked in excess of 5 consecutive days be compensated by time off in lieu, and
  - (iii) any such agreement may be rescinded by the Employee with 14 days' notice,

or

- b) where an Employee undertakes an assignment that requires them to travel outside of their home city for more than 4 nights then any days worked in excess of 5 each week for the duration of the assignment may be taken as Time Off In Lieu at the completion of the assignment, provided that:

- (i) the individual Employee and the Company agree to this arrangement, and
  - (ii) that any such agreement may be rescinded by the Employee with 14 days' notice;
- c) in the fortnights in which Christmas Day and Good Friday occur, when, subject to **subclause 36.4**, five days off duty (rather than four) shall be given in the fortnight; or
- d) when the 38 hour week is implemented, in respect of any Employee in the manner specified in **subclauses 36.2(b)**, **36.2(c)** and **36.2(d)**, when the number of days off duty which such Employee is given shall be increased as necessary to give effect to the subclause applicable to such Employee.

36.4 The Company and an Employee may agree that the additional day off provided in **subclause 36.3(a)** is to be treated as a day off in lieu and may be taken by the Employee with the agreement of the Company at any time.

36.5 In this subclause, the words '**day off duty**' mean any day off duty which an Employee is given under **subclause 36.3**.

36.6 Each Employee shall be notified of days off duty by the posting of rosters at least 14 days before the beginning of the work cycle in which such days off duty are to be granted. Such notification can be included in the roster provided for in **subclause 37.1**.

36.7 In respect of a day off duty, the Company may depart from the roster referred to in **subclause 36.6** in case of an emergency or a shortage of staff through sickness or other cause which cannot be reasonably foreseen. In the case of such a departure, the Company shall give the Employee much notice of such departure as possible and shall, within the same or the next succeeding week, grant to such Employee days off duty in lieu of those days off duty cancelled.

36.8 In respect of a day off duty, referred to in **subclause 36.3(b)**, the Employees of a section or a unit may agree with the Company to accrue up to a maximum of three such days off.

36.9 Where an Employee is given a day off duty, that day shall commence at the expiration of twelve hours from the time the Employee ceased duty.

36.10 When an Employee is given two or more consecutive days off duty, those consecutive days off duty shall commence at the expiration of eight hours from the time the Employee ceased duty.

36.11 An Employee who is not given any of the day or days off duty referred to in **subclause 36.3** by any of the methods provided for in this clause shall be paid for such days in accordance with **subclause 38.11**.

36.12 An Employee shall not be compelled to work more than five hours without a break of not less than 20 minutes.

36.13 Where an Employee is permitted a break of one hour off duty for a meal, the Company shall be entitled to deduct one hour from the total time worked in accordance with **subclause 36.14**. If the break permitted is less than one hour, no time shall be deducted. Not more than one hour shall be deducted in any one day.

#### **Calculation of Time Worked**

36.14 Except on a distant engagement, as hereinafter provided, an Employee's hours of duty shall count continuously from the time of entering upon duty, as defined in **subclause 36.15**, until the time the

Employee signs off at the completion of the work for the day.

36.15 **'Entering upon duty'** means:

- a) arrival at the office for the first time in the day to begin duty; or
- b) beginning of the first engagement, provided that a reasonable time shall be allowed to cover the period required to reach the engagement from home or from the temporary place of residence or accommodation, should an Employee be temporarily assigned to duty away from the city in which he or she is regularly employed.

#### **Duties at a Computer Screen**

36.16 No Employee shall be required to work more than two hours straight performing duties that require them to look at a computer screen.

36.17 Where an employee works 2 consecutive hours in such duties, they are entitled to cease performing those duties and perform other duties that do not require them to look at a computer terminal screen for at least a period of 10 minutes. Where an Employee on any shift works on a Visual display terminal for two hours straight, the Employee shall be entitled to a ten minute break in respect of each such two hour period.

36.18 The parties acknowledge that, in offices where informal arrangements have worked well, these arrangements by agreement may continue in lieu of the arrangements set out in this subclause.

#### **Broadcasting and Television**

36.19 All time involved in television and broadcasting or in gathering or preparing matter for television and/or broadcasting by direction of the Company shall be regarded as hours of employment in accordance with the provisions of this Agreement.

### **37. ROSTERS OF ORDINARY HOURS OF EMPLOYMENT**

37.1 The starting and finishing times of the ordinary daily hours of work of an Employee will be rostered 14 days in advance on a section by section basis unless the Company and a majority of Employees in that section agree that a roster is not feasible. Such agreement shall contain provisions for the means of determining overtime and shall be in writing.

37.2 Ordinary hours of duty will be rostered in shifts of not less than four and not more than eleven hours.

37.3 Due to unforeseen circumstances, rostered ordinary hours of duty of an Employee may be changed by the Company up to the conclusion of the previous shift worked by the Employee or, where the Employee is off duty, not less than twelve hours before the next rostered shift of ordinary hours for the Employee is due to begin, or later in an emergency.

### **38. OVERTIME**

38.1 The parties recognise that the treatment of overtime is a complex issue that raises competing priorities and demands. The arrangement is that Employees can be required to work incidental overtime (in accordance with **subclause 38.3**), that any overtime in relation to insufficient break and failure to provide two clear days off will be paid (in accordance with **subclauses 38.11** and **38.12**) and that all

other overtime is to be dealt with in accordance with **subclauses 38.5 to 38.7**.

38.2 As a result of the above arrangements, timebooks will no longer be kept. All leave and overtime will be reported by exception. The parties have developed an agreed recording process for reporting by exception overtime worked.

### 38.3 **Incidental overtime**

- a) The commitment of all Employees to their craft and their masthead means that staff (full-time, part-time and casual) will, where required, work incidental overtime, meaning end of shift and pre-shift overtime.
- b) The Company recognises that family and other responsibilities of staff need to be balanced with this incidental overtime. Accordingly, the Company undertakes that it will have regard to these responsibilities of Employees - and honour arrangements they have made to meet these responsibilities - in any expectation of overtime required to be worked.
- c) The parties agree that such incidental overtime shall not exceed eight hours in any four-week roster period (or the lesser pro-rata amount for part-time and casual Employees).

38.4 Other than in relation to incidental overtime described in **subclause 38.3** above, any amount paid to an Employee in excess of the minimum Agreement rate of pay for the Employee's grade shall not be regarded as a set off against overtime worked, except as provided for in **subclause 4.6** of this Agreement.

38.5 Any overtime other than as set out in **subclauses 38.3, 38.11** and **38.12** shall be compensated as time off in lieu to be taken at a mutually convenient time, or by the Company directing the Employee to take accrued overtime as time off in lieu, by giving the Employee at least 14 days' notice that the Employee is required to take such accrued overtime as time off in lieu, provided that it has been taken prior to **subclause 38.6** and **38.7** having effect. For the avoidance of doubt, overtime is to be liquidated as time off in lieu at single time. Time off in lieu shall be taken in blocks of whole days.

38.6 On 1 January each year, all untaken time off in lieu accrued before 1 July in the previous year which has not been taken as time off in lieu under **subclause 38.5** or paid out under **subclause 38.7** shall be paid out using the hourly rate for overtime purposes as set out in **subclause 38.13**, and shall be paid at the rate of time and a half for the first two hours and double time thereafter.

38.7 On 1 July each year, all untaken time off in lieu accrued before 1 January in that year which has not been taken as time off in lieu under **subclause 38.5** or paid out under **subclause 38.6** shall be paid out using the hourly rate for overtime purposes as set out in **subclause 38.13**, and shall be paid at the rate of time and a half for the first two hours and double time thereafter.

38.8 When an Employee has worked or is likely to work greater than incidental overtime, he or she shall notify their immediate supervisor who shall, if they approve it, record it.

38.9 When the time is taken, it shall be deleted from their accrued entitlement.

38.10 Any time allowed off duty in lieu of overtime shall be deemed to be ordinary rostered hours for the day or days on which the time off in lieu is taken.

### **Time Worked on a Rostered Day Off**

38.11 Subject to **subclause 38.13** below, when an Employee is not given the days off duty as provided for in

**subclause 38.3**, the Employee shall be paid at the rate of double time for all work done on any such day or days with a minimum payment for four hours.

### **Insufficient Breaks**

38.12 '**Insufficient break**' represents all time worked before the expiration of twelve hours from completion of the duty on one day and the resumption of duty - except during distant engagements – and, subject to **subclause 38.13** below, shall be compensated as follows:

- a) if the break is less than eight hours, overtime shall be paid at the rate of double time for all work done before the expiration of twelve hours break;
- b) if the break is eight hours or more, overtime shall be paid at the rate of time and a half for all work done before the expiration of the twelve hour break;
- c) if an Employee is called upon to resume duty within twelve hours of completion of a distant engagement, overtime shall be paid at the rate of time and a half for all work done before the expiration of the twelve hour break;
- d) time worked during any period of insufficient break shall not be included in the calculation of weekly hours.

38.13 The hourly rate for overtime purposes shall be 1/38th of the relevant rate for the Employee's Grade set out in this Agreement.

38.14 In no circumstances shall overtime involved in any of the foregoing subclauses be compensated for more than once.

38.15 In the event that an Employee resigns with time off in lieu untaken, they shall be paid out as follows:

- a) where the employment of an Employee is terminated as provided for in this Agreement or by agreement between the Employee and the Company, the Employee shall be either paid for the overtime owed at the hourly rate of pay for overtime as set out in **subclause 38.13** or, if practical and agreed between the Employee and the Company, the overtime shall be allowed off as time in lieu prior to the effective termination;
- b) where the employment of an Employee is terminated by the Employee otherwise than as provided in **subclause 15.1**, overtime owed to the Employee at the date of termination shall be dealt with as follows:
  - (i) the money value of the overtime owed shall be calculated at the hourly rate of pay for overtime as set out in **subclause 38.13** (the amount so calculated being referred to as the '**overtime payment due**' for the purpose of this subclause);
  - (ii) an amount (to be known as the '**gross notice shortfall**') shall be calculated by multiplying the weekly salary of the Employee at the date of termination by the number of weeks, and if appropriate part-weeks, notice of termination which the Employee was required by the Agreement to give but failed to give;
  - (iii) the amount of the gross notice shortfall shall be reduced by the amount of any salary which the Employee has forfeited under **subclause 15.3** with the balance being referred to for the purposes of this subclause as the '**net notice shortfall**';
  - (iv) where the net notice shortfall is equal to or exceeds the overtime payment due, no

payment shall be made to the Employee for overtime owed; and

- (v) where the net notice shortfall is less than the overtime payment due, the Employee shall be paid the difference.

### **39. SHIFT PENALTIES**

- 39.1 An Employee who is instructed by the Company to perform and performs ordinary duty on a shift, any part of which falls between the times of 6.00am and 7.00am or is instructed by the Company to perform and performs ordinary duty on a shift that concludes between the hours of 6.00pm and 8.30pm shall be paid an additional 10% of their salary for that shift.
- 39.2 An Employee who is instructed by the Company to perform and performs ordinary duty on a shift any part of which falls between the hours of 8.30pm and 6.00am shall be paid an additional 17.5 % of their salary for that shift.
- 39.3 The additional rates provided in **subclauses 39.1** and **39.2** are not cumulative and where any shift attracts more than one penalty, the highest percentage only shall be paid.
- 39.4 An Employee who is rostered to perform and performs ordinary duty on a shift where the greater part of the shift falls between the hours of midnight Friday and midnight Sunday shall be paid an additional 10% of their salary for that shift.
- 39.5 The respective additional payments in this clause shall not exceed the amount based on the rate for a Grade 5 Employee.
- 39.6 The penalties prescribed in this clause are payable only in respect of ordinary hours of work and not when overtime is worked.
- 39.7 Unless otherwise directed by the Company, Employees will not be required to keep a timesheet for every ordinary hour worked. As a result of this arrangement, hours worked by the Employee that may attract a shift penalty under this **clause 39** will be reported by exception. The parties have developed an agreed recording process for reporting by exception such time worked.

### **40. DISTANT ENGAGEMENTS**

The Company shall pay all reasonable expenses to Employees working away from home. Employees on distant engagements are covered by the provisions in **clauses 20 – Special Payments, 36 – Hours of Employment, 37 – Rosters of Ordinary Hours of Employment, 38 – Overtime** and **39 – Shift Penalties** of this Agreement.

## **PART EIGHT - LEAVE**

### **41. PERSONAL LEAVE**

41.1 An Employee will be entitled to paid personal leave in accordance with this **clause 41**. To the extent that the Act provides a more favourable outcome for a particular Employee in relation to personal leave in particular circumstances, the Employee will receive the benefit of that entitlement.

#### **41.2 Definition**

Paid personal leave is leave to which an Employee other than a casual is entitled without loss of pay because of their personal illness or injury.

#### **41.3 Amount of Paid Personal Leave**

The Company shall pay for all reasonable personal leave.

#### **41.4 Evidence supporting claim**

The entitlement to paid personal leave is subject to the Company being satisfied that the Employee's absence is due to personal sickness or incapacity. The Company is entitled to require the Employee to provide a medical certificate or statutory declaration. Except in relation to paid personal leave provided to Employees under the Act, the Company is entitled to have an Employee claiming the benefits of this clause examined by a medical practitioner nominated by the Company at the Company's expense. An Employee who refuses to be examined by a medical practitioner shall not be entitled to the benefits of this subclause (other than the paid personal leave provided to Employees under the Act).

#### **41.5 Exception**

- a) The Company shall not be liable for payment under the provisions of this clause to any Employee who is absent from duty as a result of an injury received from a specific form of recreation, hobby or exercise if the Company has given specific individual notification in writing to the Employee that if he or she further indulges in that particular form of recreation, hobby or exercise, no liability in the case of injury arising therefrom shall attach to the Company. A general notification by circular or otherwise shall not exempt the Company from liability under this clause; and
- b) In addition, sickness or incapacity arising from misbehaviour, wilful contribution or lack of reasonable care shall not entitle an Employee to the benefits of this clause.

#### **41.6 The effect of workers' compensation or like payments**

If an Employee is receiving workers' compensation payments or other like payments, the Company is only required to pay the difference between the compensation or other payment and the personal leave payment to which the Employee would be otherwise entitled.

#### **41.7 Measuring Personal Leave**

An Employee's personal leave performance shall be measured by the number of separate absences and not by the number of days absent.

## 41.8 Personal Leave and Annual Leave

41.8.1 Except where the Employee has not exhausted their entitlement to paid personal leave under the NES, an Employee who, as a result of illness or incapacity for which the Employee would have been entitled to paid personal leave:

- a) is hospitalised during annual leave for a day or days, which would have been ordinary working days if the Employee were not on leave; and
- b) furnishes a satisfactory certificate from a qualified medical practitioner to that effect,

shall be entitled to take substitute annual leave for a period equivalent to the period of hospitalisation at a time convenient to the Employee and the Company.

41.8.2 Except where the Employee has not exhausted their entitlement to paid personal leave under the NES, an Employee who has at least five years' service and who, as a result of illness or incapacity for which the Employee would have been entitled to paid personal leave:

- a) is unfit during annual leave to perform the Employee's normal duties for not less than five consecutive days, which would have been ordinary working days if the Employee were not on leave; and
- b) furnishes a satisfactory certificate from a qualified medical practitioner to that effect,

shall be entitled to take substitute annual leave for a period equivalent to the period of the Employee was unfit, at a time convenient to the Employee and the Company.

## 42. CARER'S LEAVE

42.1 An Employee will be entitled to carer's leave in accordance with this **clause 42**. To the extent that the Act provides a more favourable outcome for a particular Employee in relation to carer's leave in particular circumstances, the Employee will receive the benefit of that entitlement.

42.2 If an Employee has exhausted their paid carer's leave entitlement under this Agreement, the Employee should check with the Company to ascertain whether they may have a greater entitlement under the Act.

### 42.3 Paid leave entitlement

42.3.1 An Employee is entitled to reasonable paid carer's leave each year where:

- a) the Employee is required 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; or
- b) where normal care arrangements for one or more dependents has broken down and there is no practical alternative arrangement other than for the Employee to provide care. Such leave shall be of sufficient time for the Employee to make other satisfactory arrangements.

42.3.2 The parties acknowledge that the Company's policy in relation to carer's leave is that other Company



employees are entitled to 5 days' carer's leave per annum and that in general circumstances, the Company considers this to be reasonable.

#### 42.4 **Notice required**

42.4.1 An Employee shall, where reasonably practicable, give notice prior to the absence of:

- a) the intention to take leave;
- b) the name of the person requiring care and support and their relationship to the Employee;
- c) the reasons for taking such leave; and
- d) the estimated length of absence.

42.5 If it is not reasonably practicable for an Employee to give prior notice of absence, the Employee must notify the **Company** by telephone at the first opportunity on the day of absence.

#### 42.6 **Evidence supporting claim**

42.6.1 An Employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, regarding the illness, injury or emergency of the person concerned and that the illness, injury or emergency is such as to require care by another.

42.6.2 An Employee may be required by the Company to provide proof of reasons for leave sought pursuant to **subclause 42.3.1(b)**.

#### 42.7 **Unpaid leave**

42.7.1 An Employee, including a casual Employee, may take up to two days' unpaid carer's leave for each occasion when a member of the Employee's immediate family or household require care or support during such a period because of:

- a) a personal illness or injury of the member; or
- b) an unexpected emergency affecting the member.

42.7.2 An Employee may also take unpaid carer's leave by agreement with the Company.

#### 42.8 **Immediate family or household**

42.8.1 The entitlement to carer's leave in this clause (and compassionate leave in **clause 43**) is subject to the person in respect of whom the leave is taken being either:

- a) a member of the Employee's immediate family;
- b) a member of the Employee's household.

42.8.2 The term '**immediate family**' includes:

- a) spouse (including a former spouse, de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as their husband or wife on a bona fide domestic basis; and

- 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.

### **43. COMPASSIONATE LEAVE**

#### **43.1 Paid leave entitlement**

- a) An Employee is entitled to two days' of compassionate leave on each occasion on which a member of the Employee's immediate family or household (as defined in **subclause 42.8**) or son-in-law or daughter-in-law contracts or develops a personal illness, sustains an injury that poses a serious threat to their life or dies.
- b) For full-time and part-time Employees compassionate leave will be paid. Casual Employees are entitled to unpaid compassionate leave

#### **43.2 Evidence supporting claim**

The Company may require the Employee to provide satisfactory evidence of the illness, injury or death.

### **44. ANNUAL LEAVE**

- 44.1 Subject to the provisions of this clause, in every 52 weeks of employment and after 45 weeks and four days from the annual date of appointment to the staff, all Employees shall become entitled to six weeks and three days annual leave on full pay irrespective of personal leave and therefore an Employee's annual entitlement will accrue and be credited monthly at the rate of 2.75 days each month. Due to operational requirements, Employees are required to regularly work public holidays and the annual leave of six weeks and three days is provided in compensation for Employees working on public holidays other than Christmas Day and Good Friday (see **subclauses 38.4** and **44.8**). The additional annual leave is in full compensation of any entitlement the Employee may have to be paid for a public holiday under the Act. Employees acknowledge that the requirement to work public holidays is reasonable. If an Employee reasonably refuses to work on a public holiday in accordance with the NES, then on each such occasion, the Employee's entitlement to annual leave will be reduced by one day.
- 44.2 Annual leave shall be given and taken in periods and at times agreed between the Employee and the Company, provided that if the Company has genuinely tried to reach agreement with an Employee as to the timing of taking annual leave, the Company can direct the Employee to take annual leave by giving not less than eight weeks' notice of the time when such leave is to be taken, provided that the minimum period of leave the Company can directed an Employee to take is two weeks. A direction to take annual leave under this clause can only be issued by the Company where the Employee retains a minimum remaining accrued entitlement to annual leave of 4 weeks after the period of directed annual leave is taken.
- 44.3 Payment for periods of leave given and taken shall be made in advance of the leave commencing, where reasonably requested by the Employee concerned.
- 44.4 Annual leave prescribed in **subclause 44.2** shall be allowed and shall be taken and payment shall not be made or accepted in lieu thereof, other than as provided for in **subclause 44.13**.
- 44.5 If the Employee and the Company so agree, the annual leave or any separate periods thereof may be

taken wholly or partly in advance before the Employee has become entitled to the annual leave.

- 44.6 Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of service in respect of which the annual leave or part has been so taken.
- 44.7 When an Employee's annual leave is fixed to begin on a Monday and the Employee has worked on the preceding Sunday, the leave shall date from the Tuesday.
- 44.8 Should Christmas Day or Good Friday fall during an Employee's annual leave, the Employee shall be allowed an extra day's leave or be paid double time for one day.

#### **Annual Leave on Public Holidays**

- 44.9 The Company may, on giving 14 days' notice, direct an Employee to take annual leave on up to three of the following public holidays: New Year's Day, Australia Day Holiday, Anzac Day Holiday, Easter Monday, Queen's Birthday, Labour Day and Boxing Day in accordance with any agreement reached under **subclause 44.10**.
- 44.10 The arrangement under which the Company may direct an Employee to take annual leave on public holidays in accordance with **subclause 44.9** applies:
- a) on a section by section or unit by unit basis as agreed between the Company and the majority of Employees affected in the section or unit or, if no agreement was reached by 1 July 2004, as determined by the Company; or
  - b) individually between the Company and an Employee, in which case the Employee's individual agreement applies.
- 44.11 If agreement under **subclause 44.10(a)** for a section or unit was not reached by 1 July 2007, the Company determined the arrangement which would apply in that section or unit.
- 44.12 Where, as at 19 April 2006, a section or unit had reached agreement with the Company regarding an arrangement whereby Employees in that section or unit take annual leave on public holidays or otherwise by an agreed annual closedown, that agreement was deemed to be an agreement for the purposes of **subclause 44.10(a)**.

#### **Payment in lieu of Annual Leave**

- 44.13 An Employee may cash out an amount of accrued annual leave provided that:
- a) the cashing out must not result in the Employee's remaining accrued entitlement to annual leave being less than six weeks' and three days;
  - b) each cashing out of a particular amount of paid annual leave must be by a separate agreement between the Company and the Employee;
  - c) the Employee must be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone at the time the leave is being cashed out;
  - d) the Employee's accrued annual leave entitlement will be reduced by the amount of annual leave cashed out;

- e) the Company, at its absolute discretion, authorises the Employee to cash out the amount of annual leave; and
- f) the authorisation must be by a member of the Company's Executive Leadership Team.

#### **45. LONG SERVICE LEAVE**

- 45.1 Employees are entitled to long service leave in accordance with the provisions of applicable State or Territory legislation.
- 45.2 An Employee with more than seven years' continuous service who is applying for Sabbatical Leave under **clause 46** of this Agreement or Parental Leave under **clause 47** of this Agreement may apply to take pro-rata long service leave which has not yet accrued and the Company may, at its discretion, allow the Employee to take such long service leave. If the Employee resigns from their employment or is terminated for performance reasons or is summarily dismissed before the Employee would have become entitled to the long service leave in accordance with the provisions of the applicable legislation referred to in **subclause 45.1** above, the Employee is required to repay the amount of long service leave paid to them under this subclause. The Company is entitled to deduct the amount of the long service leave owed by the Employee from any payments which the Company is required to make to the Employee on termination, including any payment in lieu of accrued but untaken annual leave.

#### **46. SABBATICAL LEAVE**

- 46.1 Subject to this clause, Employees with seven years' continuous service with the Company are entitled to apply for a period of sabbatical leave without pay. The Employee should apply to their Editor in the first instance. The Employee may discuss the application with the Editor if the leave is not approved. The final decision regarding the approval of the leave will be made by the Editor.
- 46.2 Employees who are being performance managed by the Company are not entitled to apply for sabbatical leave.
- 46.3 Employees proposing to undertake other work during their absence require the approval of their Editor in advance of accepting such other work and the normal restrictions on working for competitors apply. The parties agree that an Employee who is in breach of this provision may have their employment summarily terminated in accordance with **subclause 15.5(a)** of the Agreement.
- 46.4 A period of sabbatical leave does not break an Employee's continuity of service but is not to be taken into account in calculating an Employee's service for any purpose. This would include, without limitation, long service leave, annual leave, redundancy pay, personal leave and notice of termination. For the avoidance of doubt, an Employee does not accrue any leave entitlements during a period of sabbatical leave.

#### **47. PARENTAL LEAVE**

- 47.1 Unpaid parental leave is provided for in the NES.
- 47.2 **Paid parental leave**
  - 47.2.1 Subject to **subclause 47.2.2**, all full-time or regular part-time classified Employees who are entitled to parental leave under the NES, shall be entitled to be paid during eighteen weeks of their parental

leave. An Employee may elect to be paid eighteen weeks on full pay or thirty-six weeks on half pay. However, parental leave taken on half pay will not count as service beyond eighteen weeks.

47.2.2 An Employee will not be entitled to a further period of paid parental leave in accordance with **subclause 47.2.1** unless the Employee has returned to work from their previous period of parental leave.

47.2.3 Where an Employee has the principal role of providing care and attention to the child during normal business hours, during any period of:

- a) paid parental leave provided under this Agreement; or
- b) unpaid parental leave provided under the Act, or
- c) Government paid parental leave,

the Company will make superannuation contributions on behalf of the Employee:

- d) at the minimum statutory level that would have been required had the Employee continued to receive their salary or wages not inclusive of superannuation, allowances, penalties and overtime, immediately prior to the Employee taking parental leave; and
- e) for a maximum period of 12 months.

47.2.4 The Company is committed to supporting Employees who take parental leave. In this respect, this Agreement is supported by Fairfax's policies which apply to employees, though they do not form part of (and are not enforceable under) this Agreement. While this **subclause 47.2** sets out employees' minimum entitlements to parental leave, they may be able to access additional benefits under Fairfax policy as in place from time to time. Such benefits will be in satisfaction of any entitlement under this clause.

### 47.3 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 the Employee has accrued subject to the total amount of leave not exceeding 58 weeks, unless the Employee has been granted extended parental leave under the NES in which case the total amount of leave may exceed 58 weeks.

### 47.4 Returning parents seeking flexible working arrangements

47.4.1 Requests for flexible working arrangements, including on return to work from parental leave, are provided for in the NES except where this **subclause 47.4** provides a more beneficial entitlement.

47.4.2 In line with the NES, a request for a flexible working arrangement may include a request by an Employee who was employed on a full-time basis immediately prior to commencing parental leave to work reduced days when returning to work from a period of parental leave until the child is of school age and/or a request to work part-time and increase their days of work over a set period.

47.4.3 Where an Employee makes a request in the circumstances outlined in **subclause 47.4.2** above:

- a) consideration of that request will be managed in line with the NES, which may include the Company granting a request for an Employee to work part-time on a temporary basis and increase their days of work over a set period (**Temporary Part-Time FWA**); and

- b) any Temporary Part-Time FWA agreed to under **subclause 47.4.3(a)** above will specify the date on which the Temporary Part-Time FWA will end and the Employee will return to full-time employment or a new or extended Temporary Part-Time FWA will be considered and managed in line with the NES.

The Company will not unreasonably refuse a request made by an Employee in the circumstances outlined in **subclause 47.4.2**.

47.4.4 Disputes about requests for flexible working arrangements under this Agreement should be dealt with under the NES, except where this **subclause 47.4** provides a more beneficial entitlement. Where this clause provides a more beneficial entitlement, disputes should be dealt with under the Dispute Resolution clause of this Agreement.

47.4.5 This Agreement is supported by Fairfax's policies which apply to Employees, though they do not form part of (and are not enforceable under) this Agreement. While this **subclause 47.4** sets out Employees' minimum entitlements to flexible working arrangements on return from parental leave, they may be able to access additional benefits under Fairfax policy as in place from time to time.

#### 47.5 **Return from parental leave**

Where an Employee returns to work after a continuous absence from work of at least 6 months' duration on parental leave (including any paid leave taken in lieu of or in conjunction with parental leave pursuant to **subclause 47.4** or the NES):

- a) Within 3 months of the Employee returning to work, the Company will review the Employee's appropriate Grade;
- b) As part of the review process, the Company will hold discussions with the Employee; and
- c) For the avoidance of doubt, the Company is not obliged to increase the Employee's Grade as part of the process set out in this subclause.

## 48. **DOMESTIC & FAMILY VIOLENCE LEAVE**

### **General Principles**

48.1 The Company is committed to prioritising the health safety and wellbeing of Employees. The Company recognises that an Employee may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company is committed to providing support to Employees who experience family and domestic violence.

48.2 All full-time, part-time and casual Employees:

- a) are entitled to up to 10 days of paid leave, available in full at the start of each 12-month period of the Employee's employment, in circumstances where they are unable to attend work because they are experiencing family and domestic violence in line with the NES;
- b) are encouraged to access the Company's EAP should they require additional, free confidential counselling at any time; and
- c) may confidentially speak to their manager or People & Culture representative should they

require additional leave to deal with family and domestic violence, which may be approved by the Company.

- 48.3 Paid leave as provided in this **clause 48** does not accumulate from year to year and is not payable on termination of employment

**Notice and Evidence**

- 48.4 Employees shall give the Company notice as soon as reasonably practicable of their request to take leave under this clause.
- 48.5 If required by the Company, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in **subclause 48.1**. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant, or a statutory declaration from the Employee.
- 48.6 The Company must ensure that any personal information provided by an Employee to the Company concerning an Employee's experience of family and domestic violence is not kept on an Employee's personal file and is kept confidential as far as it is reasonably practicable to do so. Nothing in this clause will prevent the Company from dealing with information if required to do so by law or as necessary to protect the life, health or safety of the employee or another person.

## PART NINE – HEALTH, SAFETY, WELLBEING AND EQUIPMENT

### 49. OUT OF HOURS CHILD CARE EXPENSES

- 49.1 The Company will pay an Employee for out of hours child care expenses in circumstances where:
- the Employee is required to work outside their rostered hours of work; and
  - this requirement is agreed to in advance by the Employee's Editor.
- 49.2 The Employee's entitlement relates only to the 'additional' cost incurred as a result of working outside their rostered hours. Employees will be required to provide reasonable proof of additional costs incurred.

### 50. PURCHASED ANNUAL LEAVE

- 50.1 Each financial year the Company will invite Employees to purchase up to 4 additional weeks of paid leave by reducing their weekly rate of pay over a 52 week period ("**Purchased Annual Leave**").
- 50.2 The Company will notify Employees when applications are open for the Purchased Annual Leave program and provide a timetable for applications and assessment.
- 50.3 Where the Company and an Employee agree to an Employee purchasing an amount of Purchased Annual Leave:
- the Company and the Employee will endeavour to agree certain dates for taking the Purchased Annual Leave at the time of the arrangement being entered into; and
  - the Employee's weekly rate of pay will be reduced for the applicable 52 week period relative to the amount of Purchased Annual Leave as follows:

Proportion of weekly rate of pay applicable and " <b>Reduced Rate of Pay</b> "	Number of additional weeks of purchased leave	" <b>Total Amount of Leave</b> " (Purchased Annual Leave and annual leave)
50/52 weeks 3.85% reduction to weekly rate of pay	2 weeks	8 weeks and 3 days
48/52 weeks 7.69% reduction to weekly rate of pay	4 weeks	10 weeks and 3 days

- 50.4 The Company's approval of Purchased Annual Leave under this clause is subject to the following conditions:
- Employees will apply to their Editor who may approve an Employee's application to purchase annual leave;
  - applications will be assessed against the needs of the round or section;
  - participation will be for a period of 52 weeks. The start and finish dates are to be confirmed in writing and, once approved, the number of weeks of Purchased Annual Leave cannot be varied during this period;
  - Employees must take the Total Amount of Leave within the 52 week period of the program. If an



Employee does not do so, the Employee will lose the entitlement to take the balance of Purchased Annual Leave and will not be entitled to be paid in lieu of the balance of the Purchased Annual Leave on termination of employment. Provided that if the balance of the leave was scheduled to be taken by the Employee and approved by the Company and was then cancelled by the Company, the Employee will not lose the entitlement to that amount of leave scheduled and it may be taken at a mutually agreed time in the following 52 week period;

- e) applications will only be considered from Employees with accrued but untaken annual leave of six weeks and three days or less;
- f) during the period in which the Purchased Annual Leave arrangement applies, the Employee's rate of pay will be the Reduced Rate of Pay for all purposes, including calculation of penalties, other allowances and superannuation;
- g) if an Employee's employment terminates during the period for which the 50/52 arrangement applies, the Employee will be paid any termination entitlements, including any accrued but untaken Purchased Annual Leave, annual leave and long service leave entitlements, at the Reduced Rate of Pay.

50.5 Purchased Annual Leave is considered as service for all purposes of this Agreement.

## **51. REMOTE WORKING ARRANGEMENTS**

51.1 The parties recognise that remote work can provide flexibility for employees in balancing their work and personal responsibilities while meeting business needs. Employees have demonstrated the ability to work remotely in a successful and productive manner.

51.2 Working remotely is a voluntary arrangement entered into by an Employee and their Editor to provide flexible staffing arrangements which also meet the Company's business needs.

51.3 Remote working arrangements may be agreed between an Employee and their Editor either to provide short term flexibility, on a temporary basis, or a long term arrangement.

51.4 The particulars of any agreed remote working arrangements will be dependent on the circumstances of the Employee, the nature of the role the Employee performs and the needs of the Company.

### **51.5 Initiation of remote working arrangements**

This Agreement will not impact any existing arrangements that have previously been agreed between an Employee and the Company prior to the commencement of this Agreement. Where an Employee seeks to initiate a new remote working arrangement:

- a) The Employee shall initiate discussions with their Editor to determine whether it is practical for all or part of the Employee's work to be performed remotely;
- b) The Company will determine whether or not remote-based work is approved, either on a temporary or longer term basis;
- c) If it is agreed that remote working arrangements are practical, the Company and Employee will agree which days are to be worked remotely;
- d) The Employee and the Company will discuss what technological requirements are necessary to accommodate remote working arrangements. The Company undertakes to provide and maintain

all relevant technological aids; and

e) The Employee and the Company will confirm the remote working arrangements in writing.

51.6 Either party may terminate a remote working arrangement by giving 4 weeks' notice (or such shorter period of notice as may be mutually agreed).

51.7 The Company may require an Employee to temporarily vary their remote working arrangements on occasion due to unforeseen changes or due to pressing operational needs. Where this occurs the Employee will be given at least 14 days' notice or such other shorter period of notice as may be mutually agreed.

51.8 Employees working remotely shall be employed under the same terms and conditions of office-based Employees including, but not limited to:

a) all benefits under this Agreement;

b) access to superannuation, including the right to make personal contributions;

c) workers' compensation;

d) long service leave;

e) redundancy;

f) training and development;

g) any other benefits generally applying to Company staff; and

h) reimbursement for reasonable out-of-pocket expenses.

51.9 Any disputes over the operation of this section will be dealt with in accordance with the disputes settling procedure in this Agreement.

## **52. SAFETY TRAINING**

The Company shall implement compulsory training for an Employee where an Employee is required to perform duties in a country other than the Commonwealth of Australia or the Employee's duties involve dangerous assignments.

## **53. SPECIAL RISKS**

53.1 An Employee will, if required by the Company, perform any duty which would invalidate their personal insurance policies, or any of them, if the Company indemnifies them against such invalidation.

53.2 Where an Employee is so requested, he or she shall immediately inform the Company in writing of the risk of invalidation.

53.3 Upon being informed by the Employee as set out above, the Company shall indemnify the Employee and/or their dependents against the invalidation, unless the Company, prior to the commencement of the duty in question, informs the Employee in writing that it declines to indemnify the Employee and/or their dependents, in which case the Employee shall be at liberty to decline to perform the duty.

#### **54. SPECIAL RISKS INSURANCE**

54.1 The Company shall insure the Employee against injury or death by accident arising from:

- a) any travel by air other than by a regular passenger-carrying service; and
- b) any duties performed in a war zone or a zone of warlike operations.

54.2 The Employee shall be insured for an amount of not less than \$817,573, in the event of death. The Company shall pay the proceeds of the policy to the Employee in the event of injury and to the legal personal representative of the Employee in the event of the death.

54.3 The Company will increase the amount of special risks insurance specified in subclause 55.2 in accordance with CPI from 1 July each year from 1 July 2025, based on the March to March for the previous year figures. In this subclause, CPI means the average percentage increase in the All Groups Consumer Price Index for the capital cities in six states as published by the Australian Bureau of Statistics.

## **PART TEN - MISCELLANEOUS**

### **55. EMAIL POLICY**

- 55.1 The Company has an e-mail policy, which is varied by the Company from time to time.
- 55.2 The Company shall not vary the e-mail policy so that reasonable private use of e-mail by Employees is banned.

### **56. INTERNAL ADVERTISING OF POSITIONS**

- 56.1 All permanent vacancies will be advertised internally except in exceptional circumstances or when they are commercially sensitive.
- 56.2 This will include advertising such vacancies as news desk, section heads, rounds people and foreign postings.

### **57. USE OF FIXED TERM CONTRACTS**

- 57.1 The Company will continue to use fixed term contracts where required for the efficient operation of the business.
- 57.2 Where an Employee on a fixed term contract believes that the role is a genuine and ongoing role, the Employee can approach the Company to discuss the fixed term contract being converted to an ongoing contract. Where it can be demonstrated that the position is a genuine and ongoing role, and the Employee requests that he or she be converted to an ongoing Employee, the Company will not unreasonably refuse that request.

### **58. ANNUAL PERFORMANCE REVIEWS**

- 58.1 The Company will establish on each masthead an annual performance review process for Employees.
- 58.2 The performance review process provides an Employee with the opportunity to:
- a) receive feedback from their editorial manager on their performance over the previous year;
  - b) outline areas where they believe their skills and experience have developed over the year;
  - c) agree on goals for the year ahead;
  - d) identify with their editorial manager areas for further development and additional training; and
  - e) discuss the Employee's grade. The parties acknowledge that Employees are graded by the Company based on the skills and competencies they are required by the Company to use in their role, not only the skills and competencies they have acquired or developed.
- 58.3 The annual performance review will provide Employees with the opportunity to discuss demonstrable increases in skill, responsibility or outstanding editorial performance.
- 58.4 In the year commencing 1 July 2025 the Company may, at its discretion, combine the annual performance review discussion and the Merit Discussion under **subclause 18.2** for an Employee.

## **59. DIVERSITY AND INCLUSION**

### **59.1 Diversity & Inclusion Objectives**

59.1.1 The Company is committed to diversity and inclusion in its workforce to support a diverse newsroom that reflects the communities of its readers and wider Australia. The Company acknowledges the benefits of increased diverse representation and will engage with Employees towards the achievement of these objectives as outlined in this clause.

59.1.2 The Company will continue to work towards increasing the representation of Employees from First Nations and culturally and linguistically diverse backgrounds. All parties acknowledge that this change will occur over time. Improvement in representation will demonstrate the Company's commitment.

59.1.3 The Company will continue its commitment to Indigenous affairs and gender balanced editorial content.

### **59.2 Diversity & Inclusion Reporting**

The Company will report to Employees at least once every 12 months in relation to the objectives set out in **subclause 59.1**. This report will include matters such as:

- a) Diversity composition of the Employee group
- b) Gender composition of Employees at each band
- c) Gender pay gap of Employees
- d) Gender composition of employment type (full-time, part-time and casual)
- e) Variance of attrition rates of Employees between genders
- f) Training initiatives for Employees that support the principles of Diversity and Inclusion
- g) Company efforts to support diversity in sourcing commissioned editorial content

### **59.3 Consultation regarding Diversity & Inclusion**

The Company will consult with Employees, and in particular Employees from diverse backgrounds, in relation to the objectives established in **subclause 59.1**.

### **59.4 Recruitment activities to support Diversity & Inclusion**

The Company is committed to engaging in recruitment practices that support the attraction and retention of Employees from diverse cultural and linguistic backgrounds. The Company will continue to make use of external job advertising channels that will attract First Nations and culturally and linguistically diverse candidates. This objective is supported by job advertisements and interview processes that are free from unconscious biases.

### **59.5 Training**

The Company will provide training to all staff to support the principles of Diversity and Inclusion with regards to recruitment, management and development of staff.

## **60. TRAINING**

The Company is committed to training Employees to meet the needs of journalism in all of its forms. As part of its ongoing commitment to consultation, the Company will set up an annual training forum to assist in the development of editorial training needs.

## **61. EQUIPMENT AND TECHNOLOGY**

- 61.1 The Company recognises the changing media landscape and the different technology needs associated with Employees undertaking editorial work.
- 61.2 On this basis, the Company will assess the needs of Employees regarding relevant tools of trade or other relevant portable devices and provide the appropriate equipment where necessary.
- 61.3 Where the Company makes a decision to implement Artificial Intelligence technology that would directly impact the editorial operations performed by Employees, the Company agrees to discuss this and any associated workplace changes with those Employees.
- 61.4 Where practicable, the discussions outlined in this clause will happen in advance of the implementation of Artificial Intelligence technology.
- 61.5 The use of Artificial Intelligence technologies in the Company's newsrooms will be managed in line with the Code of Ethics for the relevant masthead.

## **62. AUTHORSHIP**

An Employee employed as a journalist shall not be required against their wishes to have the Employee's own name associated as author with publication of any matter which the Employee has been instructed to prepare for publication. Where an Employee ghosts an article for a non-Employee then, if the Employee so requests, the articles shall be identified as having been ghosted.

## **63. SIGNING WORK**

An Employee employed as an artist shall be entitled to initial or sign any or all work of whatever nature he or she produces but shall not be required to do so against their wishes.

## **64. GRADING PROPORTIONS**

No more than once annually, MEAA may request that each Company provide it with a table setting out the total number of full-time and part-time Employees in each grade. Each Company must comply with such a request within 28 days of receiving the request.

## **65. WORKPLACE DELEGATES' RIGHTS**

### **65.1 Delegates**

- 65.1.1 The Company recognises the Delegates as the on-site representatives of the MEAA.
- 65.1.2 Before exercising entitlements as a Delegate, a Delegate must give the Company written notice of their

appointment or election as a Delegate. An Employee who ceases to be a Delegate must give written notice to the Company as soon as practicable.

65.1.3 A Delegate's entitlements under this Agreement are subject to the conditions that the Delegate must:

- a) comply with their duties and obligations as an employee under the Company's policies and procedures, including reasonable codes of conduct and requirements in relation to health and safety and acceptable use of IT resources;
- b) not hinder, obstruct or prevent the normal performance of work; and
- c) not hinder, obstruct or prevent employees from exercising their rights to freedom of association.

## 65.2 Representation and communication

65.2.1 A Delegate may represent the industrial interests of Employees who wish to be represented by the Delegate in matters including:

- a) consultation about major workplace change;
- b) consultation about changes to rosters or hours of work;
- c) resolution of disputes;
- d) disciplinary processes;
- e) enterprise bargaining; and
- f) any process or procedure within this Agreement or a policy of the Company under which Employees are entitled to be represented and which concerns their industrial interests.

65.2.2 Delegates may communicate with Employees for the purpose of representing their industrial interests under **subclause 65.2.1**, including to discuss MEAA membership and representation with Employees, so long as this does not interfere unreasonably with the Company's business.

## 65.3 Facilities and use of noticeboards

65.3.1 The Company will provide Delegates with access to or use of the following workplace facilities:

- a) a room or area to hold discussions that is fit for purpose, private and accessible by the Delegate and eligible Employees;
- b) electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
- c) a lockable filing cabinet or other secure document storage area; and
- d) office facilities and equipment including printers, scanners and photocopiers.

65.3.2 The Company is not required to provide access to or use of a workplace facility under **subclause 65.3.1** if:

- a) the workplace does not have the facility;
- b) due to operational requirements, it is impractical to provide access to or use of the facility at the

time or in the manner it is sought; or

- c) the Company does not have access to the facility and is unable to obtain access after taking reasonable steps.

65.3.3 Delegates may use existing noticeboards which may be available in the editorial area authorised for the purpose by the Company and may post authorised MEAA material on those noticeboards, provided that it does not contain objectionable, defamatory or misleading material. The Company can remove any material from a noticeboard that does not comply with this provision and will notify MEAA if it does so.

#### **65.4 Delegate's training**

65.4.1 Delegate's training is available as paid time without loss of ordinary pay as outlined in **subclause 65.4.2** subject to the condition that in each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one Delegate per 50 Employees.

65.4.2 Delegates will be allowed reasonable paid time of up to 5 days per annum during normal working hours for initial training, and at least one day each subsequent year, to attend training related to representation of the industrial interests of Employees. This may include MEAA-organised training.

65.4.3 The Company requires at least 2 weeks of notice, or longer where practicable, of the intention to attend a course and may refuse to allow attendance on the basis of the Company's reasonable requirements.

#### **66. NO EXTRA CLAIMS**

66.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in full settlement of all existing claims made by MEAA and the Employees.

66.2 It is a term of this Agreement that MEAA and the Employees will not pursue any extra claims for improvement in wages or other terms and conditions of employment for the duration of this Agreement.

66.3 The parties agree that the wage increases and other improvements in terms and conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision or standard of the Australian Fair Pay Commission, the Australian Industrial Relations Commission, the Fair Work Commission or any other court, commission or tribunal or body handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.

66.4 It is intended that the Employees, MEAA and the Company not be able to take protected action during the nominal term of this Agreement. The Agreement is intended to cover the field of the Employees' employment to the extent they are to be regulated by collective industrial instruments, other collective agreements and industrial legislation.

#### **67. AGREEMENT FOR REFERENCE**

The Company shall maintain, on its intranet, a link to or a copy of this Agreement.



**68. MAXIMISE THE USE OF PERMANENT EMPLOYMENT**

It is an objective of the Agreement to maximise the use of permanent employment at the Company, including in order to enhance job security.

**SCHEDULE 1 - MINIMUM RATES OF PAYMENT FOR EMPLOYEES CADET TO GRADE 10 OTHER THAN THOSE PAID UNDER SCHEDULE 2**

Grade	From the first pay period on or after 1 July 2024	From the first pay period on or after 1 July 2025	From the first pay period on or after 1 July 2026
	Per week \$	Per week \$	Per week \$
Cadet 1st year	\$1,059.46	\$1,099.19	\$1,140.41
Cadet 2nd year	\$1,145.51	\$1,188.47	\$1,233.04
Cadet 3rd year	\$1,226.00	\$1,271.98	\$1,319.68
1	\$1,317.35	\$1,366.75	\$1,418.00
2	\$1,489.21	\$1,545.06	\$1,603.00
3	\$1,718.53	\$1,782.97	\$1,849.83
4	\$1,850.84	\$1,920.25	\$1,992.26
5	\$1,942.50	\$2,015.35	\$2,090.93
6	\$2,114.22	\$2,193.50	\$2,275.76
7	\$2,285.37	\$2,371.07	\$2,459.99
8	\$2,370.89	\$2,459.80	\$2,552.04
9	\$2,742.63	\$2,845.48	\$2,952.19
10	\$3,142.38	\$3,260.22	\$3,382.48

**SCHEDULE 2 - MINIMUM RATES OF PAYMENT FOR EMPLOYEES WHO WERE PAID UNDER SCHEDULE 2 OF THE 2022 AGREEMENT AS PER CLAUSE 17.2**

Grade	From the first pay period on or after 1 July 2024	From the first pay period on or after 1 July 2025	From the first pay period on or after 1 July 2026
	Per week \$	Per week \$	Per week \$
1	\$1,370.11	\$1,421.49	\$1,474.80
2	\$1,548.89	\$1,606.98	\$1,667.24
3	\$1,787.24	\$1,854.26	\$1,923.80
4	\$1,924.84	\$1,997.02	\$2,071.91
5	\$2,020.44	\$2,096.21	\$2,174.82
6	\$2,198.45	\$2,280.89	\$2,366.42
7	\$2,376.90	\$2,466.03	\$2,558.51
8	\$2,465.90	\$2,558.37	\$2,654.31
9	\$2,852.22	\$2,959.18	\$3,070.15
10	\$3,268.10	\$3,390.65	\$3,517.80

## SCHEDULE 3 - EBAM PAYMENTS

### 1. JOURNALISTS, PHOTOGRAPHERS, ARTISTS AND EDITORIAL OPERATORS

Employees (other than Brisbane Times or WA Today Employees) working as journalists, photographers, artists and editorial operators who commenced employment:

- (a) prior to 31 December 1997 are entitled to receive the applicable EBAM A payment set out in Table A below in respect of the Grade of the Employee as at 30 June 2000;
- (b) between 1 January 1998 and 30 June 1998 are entitled to receive the applicable EBAM B payment set out in Table A below in respect of the Grade of the Employee as at 30 June 2000;
- (c) between 1 July 1998 and 30 June 1999 are entitled to receive the applicable EBAM C payment set out in Table A below in respect of the Grade of the Employee as at 30 June 2000;
- (d) between 1 July 1999 and 30 September 2000 are entitled to receive the applicable EBAM D payment set out in Table A below in respect of the Grade of the Employee as at 30 June 2000, unless the Employee commenced employment between 30 June 2000 and 30 September 2000, in which case the payment will be made by reference to the commencement Grade of the Employee.

TABLE A: JOURNALISTS, PHOTOGRAPHERS, ARTISTS and EDITORIAL OPERATORS

Grade	EBAM pw A	EBAM pw B	EBAM pw C	EBAM pw D
C1	30.20	24.90	17.20	10.40
C2	32.60	26.90	18.60	11.20
C3	34.90	28.80	19.90	12.00
1	37.50	30.90	21.40	12.90
2	42.40	35.00	24.20	14.60
3	49.00	40.40	27.90	16.80
4	52.20	43.10	29.70	17.90
5	55.50	45.70	31.60	19.00
6	59.90	49.40	34.10	20.60
7	64.50	53.10	36.60	22.10
8	66.60	54.90	37.90	22.80
9	71.20	58.60	40.50	24.40
10	81.50	67.10	46.40	28.00

## 2. SUBEDITORS AND DESIGN ARTISTS

Employees (other than Brisbane Times or WA Today employees) working as subeditors and design artists who commenced employment:

- (a) prior to 31 December 1997 are entitled to receive the applicable EBAM A payment set out in Table B below in respect of the Grade of the Employee as at 30 June 2000;
- (b) between 1 January 1998 and 30 June 1998 are entitled to receive the applicable EBAM B payment set out in Table B below in respect of the Grade of the Employee as at 30 June 2000;
- (c) between 1 July 1998 and 30 June 1999 are entitled to receive the applicable EBAM C payment set out in Table B below in respect of the Grade of the Employee as at 30 June 2000;
- (d) between 1 July 1999 and 30 September 2000 are entitled to receive the applicable EBAM D payment set out in Table B below in respect of the Grade of the Employee as at 30 June 2000, unless the Employee commenced employment between 30 June 2000 and 30 September 2000, in which case the payment will be made by reference to the commencement Grade of the Employee.

TABLE B: SUBEDITORS and DESIGN ARTISTS

Grade	EBAM pw A	EBAM pw B	EBAM pw C	EBAM pw D
C1	35.00	28.80	19.90	12.00
C2	37.70	31.10	21.40	12.90
C3	40.20	33.10	22.90	13.80
1	43.20	35.30	24.50	14.80
2	48.50	40.10	27.70	16.60
3	55.70	45.70	31.80	19.10
4	59.40	48.70	33.80	20.40
5	63.10	51.70	35.90	21.60
6	67.70	55.40	38.60	23.20
7	72.30	59.30	41.20	24.80
8	74.60	61.60	42.40	25.60
9	75.50	62.10	42.90	25.90
10	86.30	71.00	49.10	29.60

## 3. CASUALS

Casual staff (other than Brisbane Times or WA Today employees) employed prior to 30 September 2000 who receive an annual EBAM payment will have their EBAM payment converted into a personal hourly EBAM payment to be paid for each hour that they work, provided that the hourly rate will be calculated by dividing the applicable weekly rate by 38.

## **SCHEDULE 4 - HISTORY OF PAYMENTS**

### **1. DARLING PARK ALLOWANCE**

The Darling Park Allowance is no longer paid.

### **2. EBAM MARGINS**

2.1 All staff employed prior to 30 September 2000, other than Brisbane Times or WA Today Employees, receive EBAM payments in accordance with Schedule 3 of this Agreement.

2.2 The EBAM payments are in lieu of the Enterprise Bargaining Agreement Margin (EBAM) in the Enterprise Agreement between the Alliance and John Fairfax Holdings Limited dated November 1997 (**1997 Agreement**).

### **3. ANNUALISATION OF ANNUAL LEAVE LOADING**

The 1997 Agreement increased Grade rates of pay by 2.221 % to incorporate annual leave loading. This applied to leave accrued after 1 July 1997. The annual leave loading owing as at 30 June 1997 was paid out.

### **4. TECHNOLOGY ALLOWANCES**

The 1997 Agreement increased Grade rates of pay for subeditors and design artists by 4% to replace technology allowances paid to subeditors and design artists. This technology allowance was previously called the ELA (Electronic Layout Allowance) or INL (Interactive News Layout).

### **5. INCIDENTAL OVERTIME**

5.1 The 1997 Agreement provides for compensation to Grade rates of pay for incidental overtime.

5.2 To compensate for incidental end of shift and pre-shift overtime, all Grade rates were increased by 2% on 1 July 1997 and 2% on 1 July 1998. Half of these increases were absorbed into Grade 9 & 10 margins.

5.3 Incidental overtime shall not exceed eight hours in any four week roster period.

### **6. CASH BONUS**

No cash bonus payments were made after 1 October 2000. Cash bonus was replaced by Economic Profit in the John Fairfax Group - Journalists Certified Agreement 2000 (**2000 Agreement**).

### **7. ECONOMIC PROFIT**

The final Economic Profit payment in accordance with the 2000 Agreement was paid in December 2003.

## SCHEDULE 5 - INDIVIDUAL FLEXIBILITY ARRANGEMENT

**[Insert name of employing entity] (Company)**

AND

**[Insert name of employee] (Employee)**

1. This is an individual flexibility arrangement (**Arrangement**) made under clause 9 of the *The Australian Financial Review, The Sydney Morning Herald, The Age, Brisbane Times and WAtoday – Journalists Enterprise Agreement 2024 (Agreement)*.
2. This Arrangement will commence to operate on **[insert date]**.

### Variations to the Agreement

3. The Company and the Employee agree to vary the application of the following term(s) of the Agreement, to meet the genuine individual needs of the Company and the Employee, as follows:

<b>Term of Agreement</b>	<b>How the application of each term will be varied</b>
Arrangements for when work is performed	
Overtime rates	
Penalty rates	
Allowances	

4. The Company and the Employee acknowledge that they genuinely agree to this Arrangement, and that this Arrangement is not the result of any coercion or duress.
5. This Arrangement results in the Employee being better off overall than the Employee would have been if no Arrangement had been agreed. In particular, the variation(s) referred to above result in the Employee being better off overall for the following reasons:  
**[Insert how the employee is better off overall]**
6. This Arrangement may be terminated:
  - (a) by the Company giving the Employee 28 days' notice in writing that the agreement will cease to apply at the end of the notice period;
  - (b) by the Employee giving the Company 28 days' notice in writing that the agreement will cease to apply at the end of the notice period; or
  - (c) at any time, by written agreement between the Company and the Employee.

Signed on **[insert date]**

\_\_\_\_\_  
**[insert name of authorised officer]**  
**[insert name of employing entity]**

\_\_\_\_\_  
**[insert name of Employee]**

Signed by the Employee's parent/guardian if the Employee is less than 18 years old:

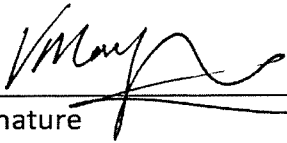
\_\_\_\_\_  
Name of parent/guardian

\_\_\_\_\_  
Signature of parent/guardian

**SIGNATURES**

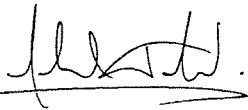
EXECUTED as an agreement

**For and on behalf of the Company:**

  
\_\_\_\_\_  
Signature

Tory Maguire  
\_\_\_\_\_  
Name

Managing Director, Publishing  
\_\_\_\_\_  
Position title

  
\_\_\_\_\_  
Witness signature

Michael Trafford  
\_\_\_\_\_  
Witness name


Head of People & Culture, Publishing & Digital  
\_\_\_\_\_  
Position title

On behalf of Fairfax Media Pty Limited, The Age Company Pty Limited and Fairfax Digital Australia & New Zealand Pty Limited

\_\_\_\_\_  
Authority to sign

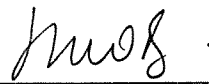
1 Denison St, North Sydney NSW 2060  
\_\_\_\_\_  
Address

**For and on behalf of the Employees:**

  
\_\_\_\_\_  
Signature

ERIN MADELEY  
\_\_\_\_\_  
Name

CHIEF EXECUTIVE  
\_\_\_\_\_  
Position title

  
\_\_\_\_\_  
Witness signature

JENNIFER O'BRIEN  
\_\_\_\_\_  
Witness name

EXECUTIVE OFFICER  
\_\_\_\_\_  
Position title

On behalf of media, Entertainment & Arts Alliance  
\_\_\_\_\_  
Authority to sign

295 CHALMERS ST, REDFERN NSW 2016  
\_\_\_\_\_  
Address