

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/311

TITLE: Newcastle Newspapers Pty Limited Advertising Sales Consultants Enterprise Agreement 2005

I.R.C. NO: IRC5/4649

DATE APPROVED/COMMENCEMENT: 20 September 2005/1 June 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/115.

GAZETTAL REFERENCE: 16 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Advertising consultants employed by Newcastle Newspapers Pty Ltd, located at the Company's Newcastle and Maitland offices.

PARTIES: Newcastle Newspapers Pty Limited -&- the National Union of Workers, New South Wales Branch

NEWCASTLE NEWSPAPERS PTY LIMITED ADVERTISING SALES CONSULTANTS ENTERPRISE AGREEMENT, 2005

1. Title

This Agreement shall be known as the NEWCASTLE NEWSPAPERS PTY LIMITED ADVERTISING SALES CONSULTANTS ENTERPRISE AGREEMENT, 2005.

2. Arrangement

1. Title
2. Arrangement

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PART 1 - FORMALITIES

3. Parties and Coverage

The Agreement is made between Newcastle Newspapers Pty Ltd (A.C.N. 000 003 967) ("Newcastle Newspapers Pty Ltd") and the National Union of Workers, New South Wales Branch ("the Union") and applies to all Advertising consultants employed by Newcastle Newspapers Pty Ltd at the Company's Newcastle and Maitland offices.

This Agreement shall be read in conjunction with Appendix A, the Advertising Sales Representative (State) Award ("the Award"). Where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

4. Duration

This Agreement shall operate from 1 June 2005 for a term of three (3) years.

5. Continuous Development

This Agreement supports a dynamic, continually developing workplace and establishes the structures to address continuous improvements in skills, productivity and efficiency. Accordingly, this Agreement shall facilitate the continuous change processes contained within the Agreement.

PART 2 - AN ORGANISATION DEDICATED TO EXCELLENCE

6. Newcastle Newspapers Pty Limited Vision Statement

Newcastle Newspapers Pty Ltd is a Learning Enterprise, a dynamic organisation, dedicated to continuous learning and change.

Its vision is one of quality, timeliness, credibility and success, the foundation of which is the relationship between Newcastle Newspapers Pty Ltd and its employees. This relationship requires trust, communication, consultation and participation by and between the parties.

To achieve this vision, the Advertising Department will aim to produce all publications in such a way that all employees are proud to be part of the process:

- (a) to be the number one (1) choice for advertising in Newcastle, Lake Macquarie and the Hunter Valley;
- (b) to facilitate continuous improvement of our product and our people through learning and development to achieve and exceed sales targets;
- (c) to provide optimum customer service to ensure increasing levels of repeat and new business to maximise profit;
- (d) to create a learning environment where employees are encouraged to continuously learn, create, and share in the development of new skills, information and knowledge.

7. Commitment

- (a) The parties recognise that the services provided by Newcastle Newspapers Pty Ltd will be enhanced by teamwork, participation, trust, devolved responsibilities and a shared vision of the future based on innovation, excellence, and the employees' shared ownership of the commitment to Newcastle Newspapers Pty Limited's Corporate Plan.

- (b) The parties will work together to develop a committed, flexible and highly skilled workforce that is focused on customer service and productivity. They will work together to develop a work culture which supports these goals while providing a work environment which is mutually rewarding to Newcastle Newspapers Pty Ltd and its employees.

8. Communication and Consultation

Newcastle Newspapers Pty Ltd and its employees shall aim to achieve a common goal of excellence through:

- (a) facilitating harmonious working relationships;
- (b) continually improving our processes;
- (c) learning and development;
- (d) resolving conflict in an effective manner.

9. Learning and Development

Newcastle Newspapers Pty Ltd and staff will implement learning and development in order for staff to continually improve in the provision of services to customers and work processes. Learning and development will be:

- (a) relevant to current and future departmental needs;
- (b) orientated towards achieving specific outcomes, both personal and departmental;
- (c) provided on an ongoing basis;
- (d) supported and facilitated by management of Newcastle Newspapers Pty Ltd.

10. Performance Management

Newcastle Newspapers Pty Ltd and staff will work together to provide regular, frank and constructive feedback on performance so that as a company, and as individuals, we continuously improve what we do.

The objectives of performance management are:

- (a) enhance individual accountability by clarifying what good performance means using key elements and targets;
- (b) provide a coherent basis for managing the consequences of performance;
- (c) link individual staff development with goal achievement.

11. Continuous Improvement

Newcastle Newspapers Pty Ltd and staff will endeavour to provide all outputs to the benefit of customers, staff and the company through:

- (a) agreed deadlines and standards;
- (b) continuous improvement of quality;
- (c) optimise workflow;
- (d) embrace and introduce, through learning and development, improved technology.

PART 3 - WORK ORGANISATION

12. Teams

Work at Newcastle Newspapers Pty Ltd is carried out by teams to achieve key performance goals. Team members have the opportunity to contribute equally to the decision making process.

13. Hours of Work

- (a) The ordinary hours of work shall be 38 (thirty-eight) hours per week and shall be worked between the hours of 8.00am and 8.00pm Monday to Friday.
- (b) Ordinary working hours shall not exceed 152 (one hundred and fifty two) hours in a cycle of 28 (twenty-eight) consecutive days.
- (c) Ordinary hours of work shall be set by agreement between Newcastle Newspapers Pty. Ltd. and each employee, to be worked on not more than five days (or five shifts) per week and not less than four days (or four shifts) per week.

14. Locomotion

Locomotion shall be paid as per the terms of the Advertising Sales Representative (State) Award, a summary of these terms are below:

- (a) A locomotion allowance of \$186.70 per week (or as varied by the Advertising Sales Representatives (State Award)) shall be paid to a field advertising sales consultant when that employee provides his/her vehicle for the purpose of carrying out their full time duties. This payment shall be made in addition to all other payments made to the employee in accordance with this Agreement. An amount calculated at the rate of 18.40 c/km for the actual kilometres travelled in the course of his/her employment shall be paid on a weekly basis.
- (b) Except where the employment of an employee is terminated an employee who has provided a vehicle by arrangement with the employer, shall be given at least 4 weeks' written notice of the employer's intention to terminate or alter that arrangement, or, in lieu thereof, shall be paid the appropriate standing charge allowance for a period of four weeks.
- (c) The locomotion allowance shall be paid during each week of the calendar year except in respect of periods -
 - (i) when the employee is absent from duty otherwise than in accordance with the provisions of this award and without the consent of the employer, or
 - (ii) in excess of 3 consecutive weeks when the vehicle is unavailable due to accident or mechanical defect; or
 - (iii) in excess of a total of 3 complete weeks in any one year when the employee is unable to work on account of personal illness or incapacity, provided that any period of less than one complete week shall not be taken into account for the purpose of this paragraph.
 - (iv) Where the employer terminates the employment of an employee who has provided a motor vehicle for use in connection with his or her employment, by payment in lieu of notice of circumstances where the employer is required to pay salary in lieu of notice, the standing charge allowance applying to the motor vehicle provided by the employee shall also be paid for the same period for which salary is paid or is required to be paid in lieu of notice.

15. Flexibility

Employees are able to perform any task that is safe and is limited only by individual skill levels.

16. Confidentiality

Except in the proper course of their duties employees shall not divulge any confidential information concerning the business or finances of the Company or clients of the Company.

PART 4 - LEVELS OF SKILL AND REMUNERATION

17. Remuneration

- (a) Employees weekly wages will be increased as follows:

3% paid from 1 June 2005

3% paid from 1 June 2006

3% paid from 1 June 2007

- (b) The following rates of payment shall be the minimum weekly rates of remuneration paid to the advertising representatives:

	Existing	01/06/05	01/06/06	01/06/07
Representative	\$657	\$677	\$697	\$718
Probationary Representative	\$591	\$609	\$627	\$646
At 17 years of age	\$266	\$274	\$282	\$290
At 18 years of age	\$315	\$324	\$334	\$344
At 19 years of age	\$369	\$380	\$391	\$403
At 20 years of age	\$423	\$436	\$449	\$462

- (c) Employees shall be paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account.
- (d) Employees may elect to have union fees deducted from their earnings.

18. Salary Sacrifice

This clause pertains to the Employee Share Plan, Superannuation and Laptops as per Fairfax intranet.

- (a) Despite any other provisions of this Agreement, for the purpose of calculating ordinary time earnings, the rate of pay per week prescribed in Clause 17 shall be reduced by the amount which an employee elects, by notice in writing to the Company, to sacrifice in order to enable the company to make a salary sacrifice/contribution for the benefit of the employee.
- (b) For an employee's application to be valid the employee must complete an application form provided by the company. Further, there must be agreement by the company and the employee, so as to process this application.
- (c) The reduced rate of pay and the salary sacrifice contributions provided for in this clause shall apply for periods of annual leave, long service leave, and other periods of paid leave.
- (d) All other award payments, including payments on termination, calculated by reference to the employee's rate of pay shall be calculated by reference to the rate of pay per week specified for the employee in Clause 17.
- (e) Unless otherwise agreed by the company, an employee may revoke or vary his or her election once in each twelve months. Not less than one month's written notice shall be given by an employee of revocation or variation of the employee's application.
- (f) The continuation of this Salary Sacrifice Agreement is subject to the Company not incurring any consequential or additional costs in association with its operation. Should changes occur in Tax law or practice such that the Company incurs a cost or expense under or in respect of this agreement, it shall

immediately cease to apply on the company giving notice. Similarly, if tax or other changes occur which affect the employee's salary sacrifice, they may, upon one month's notice in writing, elect out of the Salary Sacrifice Agreement.

- (g) If there are any outstanding monies in relation to the Salary Sacrifice Agreement, owed to the company at the time of termination, the company has the right to deduct these monies from the employee's termination payment.
- (h) The Company shall not use any superannuation contribution made in accordance with an employee's application to meet its minimum employer obligation under the *Superannuation Guarantee Administration Act 1992* (Cth) or any legislation which succeeds or replaces it.

19. Uniform Allowance

This allowance is only payable if the employee wears the uniform during work hours:

- (a) After successful completion of the probation period (3 months), a new employee shall be provided with a uniform allocation. The allocation shall be two x bottoms (pants or skirt), two x shirts and one x Jacket.
- (b) Additionally, each year the Company shall provide an employee with one x bottom (pants or skirt) and two x shirts.
- (c) The uniforms provided shall remain the property of the Company and shall be returned to the Company in the event of the employee ceasing employment.
- (e) The wearing of uniform and/or business attire is as per the Company policy on dress standards.
- (f) If the uniform is damaged beyond normal wear and tear, in the field whilst undertaking duties, the Company will arrange repair or replacement of the damaged garment.

PART 5 - LEAVE ENTITLEMENTS

20. Annual Leave

- (a) Full-time employees are entitled to four (4) weeks annual leave for each continuous twelve (12) months service with Newcastle Newspapers Pty Ltd
- (b) Annual leave shall be rostered by Newcastle Newspapers Pty Ltd in consultation with employees. Annual leave shall be taken within the year of accrual wherever possible.
- (c) On termination of employment an employee will be paid all accrued annual leave.
- (d) Annual leave loading of 17.5% of the ordinary weekly rate of pay will be paid in addition to the pay for the holiday period.

21. Long Service Leave

The *Long Service Leave Act 1955* (NSW) shall apply.

22. Public Holidays

Full-time or part-time employees who work on a gazetted public holiday will be paid at either double time or receive the equivalent time worked in lieu for any hours worked. Newcastle Show Day, when gazetted, is treated as a public holiday under the terms of this agreement.

23. Parental Leave

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

Fairfax policy will apply to this clause when the benefits within those policies exceed the entitlements within this clause.

23.1 Maternity Leave

- (a) Staff who have worked on a permanent part-time or full-time basis for a minimum period of 12 continuous months before the expected date of their child's birth are entitled to 52 weeks maternity leave, eight of which are maternity leave with full pay and 44 weeks maternity leave without pay.
- (b) Staff must take appropriate leave after the birth of their child to ensure their fitness to return to work. This period of paid leave must include the expected date of the child's birth. Newcastle Newspapers Pty Ltd may require an employee to provide medical evidence of their fitness to return to work following the birth of their child.
- (c) Other forms of leave, such as annual leave and long-service leave accruals may be taken in conjunction with maternity leave to reduce the period of maternity leave without pay, provided the total absence before and after the birth is not longer than 52 weeks.

23.2 Paternity Leave

Staff who have worked on a permanent part-time or full-time basis for a minimum period of 12 continuous months before the expected date of their child's birth are entitled to 52 weeks paternity leave, six of which are paternity leave with full-pay and 46 weeks paternity leave without pay. Staff may take one week paid paternity leave at the time of their child's birth, however, to be eligible for the balance of five weeks paid paternity leave they must be the child's primary care-giver at the time of this leave.

23.3 Adoption leave

- (a) Adoption leave is available when staff adopt a child who is not their own or their partner's child or step-child.
- (b) When staff have worked on a permanent part-time or full-time basis for a minimum period of 12 continuous months before the expected adoption date they are entitled to 52 weeks adoption leave, six of which are adoption leave with full-pay and 46 weeks adoption leave without pay where they are the child's primary care giver.

24. Sick, Bereavement and Carer's Leave

Subject to the terms of this clause employees are entitled to sick, bereavement and carer's leave.

24.1 Sick leave

Reasonable sick leave applies as per the Fairfax policy above this normal entitlement for circumstances of genuine illness.

- (a) Definition

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

(b) Entitlement

- (i) An employee is entitled to use up to 5 days sick leave in the first year of service and 8 days in the second and subsequent years of service.
- (ii) To qualify for sick leave, employees must notify his/her supervisor as soon as possible and advise that he/she will be absent from work. This notification should not be less than 1 hour before commencing time of shift and must be not later than one half hour after normal commencing time. The employee should also give the reason and expected duration of the absence.
- (iii) Production of a medical certificate shall be required for any period of sickness, which continues for more than one day.

(c) Evidence supporting claim

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

(d) The effect of workers' compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

24.2 Bereavement leave

(a) Paid leave entitlement

An employee other than a casual is entitled to use up to three days Bereavement Leave on any occasion on which a member of the employee's immediate family or household in Australia dies. Any unused Bereavement leave shall not be cumulative.

(b) Unpaid leave entitlement

Where an employee has exhausted all bereavement leave entitlements, he or she is entitled to up to two days unpaid bereavement leave.

(c) Immediate family or household

The entitlement to bereavement leave is subject to the person in respect of whom the leave is taken being either:

- (i) Member of the employee's immediate family; or
- (ii) A member of the employee's household.
- (iii) For each day of Bereavement leave taken, the employees bereavement leave balance will be reduced by one (1) day.

Those people covered by the concept of family and household are broadly interpreted, including their own or their partners, as:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person, and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (iii) a child or adult (including an adopted child, a stepchild, a foster child or an ex nuptial child). Parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de factor spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household.
- (d) Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

24.3 Carer's leave

- (a) Paid leave entitlement

An employee other than a casual is entitled to use up to 5 days carer's leave each year to care for members of his or her immediate family or household who are sick and require care and support. Any unused carer's leave shall not be cumulative. 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.

- (b) Notice required

(i) Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

(ii) The notice must include:

the name of the person requiring care and support and his or her relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

(iii) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

- (c) Immediate family or household

The entitlement to carer's is subject to the person in respect of whom the leave is taken being either:

(i) Member of the employee's immediate family; or

(iii) A member of the employee's household.

(iii) For each day of carer's leave taken, the employees carer's leave balance will be reduced by one (1) day.

Those people covered by the concept of family and household are broadly interpreted, including their own or their partners, as:

(i) a spouse of the employee; or

- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person, and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or adult (including an adopted child, a stepchild, a foster child or an ex nuptial child). Parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (vi) a relative of the employee who is a member of the same household.
- (d) Evidence supporting claim

The employee must, if required by the employer, establish by production of medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

- (e) Unpaid leave

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

25. Jury Service

- (a) Employees required to attend Jury duty shall receive their normal weekly salary. When an employee is required to attend Jury duty the employee shall inform the employer promptly of the pending absence.
- (b) Should an employee be required to attend Jury service, any allowances made for such attendance shall be paid to Newcastle Newspapers Pty Ltd. Any allowances paid by the court for travel to and from jury duty shall be retained by the employee. In this case, no kilometres will be claimed under Clause 14 (Locomotion) of this Agreement.

26. Redundancy

In the event that employment is terminated by the Company by reason of redundancy, employees will be paid a redundancy payment calculated at the rate of four (4) weeks gross salary for each completed year of service plus pro rata payment for any services less than a completed year.

PART 6 - GRIEVANCE SETTLEMENT

27. Grievance Settlement Procedure

- (a) It would be beneficial to both employees and Newcastle Newspapers Pty Ltd if issues affecting employees are effectively dealt with informally between the employee or group with the concern and the team leader in an environment of co-operation. The most effective procedure is for the responsibility for resolution to remain as close to the source of the dispute as possible.
- (b) In the event of a dispute occurring the status quo shall continue. The employee shall first discuss the matter with the Manager.
- (c) If the matter is not resolved within a reasonable time it shall be referred to the Senior Human Resources Advisor and/or other senior representatives of Newcastle Newspapers Pty Ltd.
- (d) If the matter is not resolved by the above step within a reasonable time, it shall be referred to the General Manager and/or other senior representatives of Newcastle Newspapers Pty Ltd.

- (e) If the matter is not resolved by the above step within a reasonable time it shall be referred to the Industrial Relations Commission of NSW for the purposes of conciliation, or if conciliation fails, for arbitration.
- (f) At any time in the grievance settlement procedure, the employee may seek the assistance of a representative from a union, party to this agreement.
- (g) During the grievance procedure, Newcastle Newspapers Pty Ltd, the Union, its officers and members, and the employees shall not undertake industrial action against the other party, in relation to the grievance. Production shall continue as normal until a resolution is reached.

28. Termination of Employment

- (a) The employment of a full-time or part-time employee may be terminated by two weeks' notice on either side or such other period as prescribed by the *Industrial Relations Act* (NSW) 1996 or by the payment or the forfeiture, as the case may be, of two weeks' wages or any other monies due to the employee under the employment contract where the employee fails to provide to the company notice as set out in this clause. Such notice may be given on any day of the month to take effect one month after the day on which it is given. This shall not affect the right of Newcastle Newspapers Pty Ltd to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct (in all of which cases wages shall be paid up to the time of dismissal only).
- (b) In circumstances where an employee's work conduct or performance is found to be not of the required standard the Newcastle Newspapers Pty Ltd Work Conduct and Performance Policy and Procedure shall be applied.
- (c) This procedure shall ensure that all employees are treated fairly.
- (d) The policy shall consist of:
 - (i) Verbal warnings; an employee may have more than one verbal warning. This shall be discretionary.
 - (ii) First written warning;
 - (iii) Final written warning;
 - (iv) Termination with or without notice.

The level of warning applied will be determined by the circumstances of the issue, as each case will be dealt with on its merit.

- (e) Employees shall be given a right of reply in all circumstances requiring the use of the policy.
- (f) Employees may elect to have a representative present in all circumstances requiring the use of this policy.
- (g) Newcastle Newspapers Pty Ltd shall have the right to dismiss an employee without notice for refusal of duty, wilful and serious neglect of duty, disobedience of instructions or orders or misconduct and in such cases, the salary shall be payable up to the time of dismissal.

29. No Extra Claims

It is a term of the Agreement that the Union, its members and the Company shall make no further claims on the Company during the term of the Agreement.

30. Declaration

- (a) This enterprise agreement has been negotiated through extensive consultation between management, union and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.
- (b) The parties declare that this Agreement was at no stage entered into under duress and reflects the interests and desires of the parties.
- (c) No existing employee will suffer a reduction in wages or conditions as a result of the making of this agreement.

SIGNATORIES

This Agreement is made on this the 23rd day of August 2005.

Signed for and on behalf of
Newcastle Newspapers Pty Ltd

In the presence of

Julie Ainsworth
General Manager

Signed

Name in Block Letters

Signed for and on behalf of the
National Union of Workers(NSW Branch)

In the presence of

Derrick Belan
NSW State Secretary

Signed

Name in Block Letters