

ENTERPRISE AGREEMENT

NO: E.A. 344 /1993

DATE REGISTERED: 15.11.93

PRICE: \$ 26.00

ENTERPRISE AGREEMENT

ENTERPRISE AGREEMENT made the 26th day of July, 1993.

BETWEEN: SYDNEY SUBURBAN NEWSPAPER COMPANY PTY LTD
ACN 003 244 442 ('the Company')

AND: The Employees who are identified in Schedule B

RECITALS

- A. The Company is engaged in the business of publishing a suburban newspaper.
- B. The Company and the Employees have met to negotiate an agreement which will give the Company maximum flexibility in its operation and provide the Employees with suitable remuneration and conditions of employment.
- C. No party has entered into this Agreement under duress.

AGREEMENT

The parties adopt the Enterprise Agreement contained in Schedule A.

THE COMMON SEAL of }
 SYDNEY SUBURBAN NEWSPAPER }
 COMPANY PTY LTD was }
 affixed with authority of }
 the Board of Directors of }
 the presence of }

Glatler
 DIRECTOR



SIGNED by
in the presence of

) *[Signature]*
) *[Signature]*

SIGNED by
in the presence of

) *T. McMasterman*
) *[Signature]*

SIGNED by
in the presence of

) *[Signature]*
) *[Signature]*

SIGNED by
in the presence of

) *L. L. Latham*
) *John*

SIGNED by
in the presence of

) ~~*John*~~
) *John*

SIGNED by
in the presence of

) ~~*John*~~
) *John*

SIGNED by
in the presence of

) *J. H. H. H.*
) *John*

SIGNED by
in the presence of

) ~~*John*~~
) *John*

SIGNED by
in the presence of

) *James*
) *John*

SIGNED by
in the presence of

) *Michael*
) *John*

SIGNED by
in the presence of

) *James*
) *John*

SIGNED by
in the presence of

) *V. Gilbert*
) *John*

SIGNED by
in the presence of

) ~~*John*~~
) *James*

SIGNED by
in the presence of

) ~~*John*~~
) *Anne Fynes*

SIGNED by
in the presence of

) ~~*John*~~
) ~~*John*~~

SIGNED by
in the presence of

) ~~*John*~~
) ~~*John*~~

SIGNED by
in the presence of

) *John*

SIGNED by
in the presence of

)
)

SIGNED by
in the presence of

)
)

SCHEDULE A
SYDNEY SUBURBAN NEWSPAPER COMPANY PTY LTD
ENTERPRISE AGREEMENT

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SCHEDULE B

FULL NAME AND ADDRESS	ADDRESS
Teresa Oosterman	14/267 Darlinghurst Rd Darlinghurst
Ronald Boulton	2/29 Stokes St, Lane Cove
MICHAEL RAY Josephine Cox	1 OHEA ST. WANNIASSA ACT 11/84A Darley Rd, Manly 2095
Naomi Lentner	7/90 Bay Rd, Waverley 2060
DEAN RICHARDS	70 OYSTER BAY RD. OYSTER BAY 2225
NORA HADDAD	256 military rd Neutral Bay 208
LYN DOOLAN	23/20 ILLAWONG AVE BARDI 2026
Michelle Jones	2 Help St, Chatswood
MARK THACKER	10/2 NEULANDS ST. WOLSTONECRAFT
Hania Dickson	14 ADRIAN Place clontarf 2093
NORBERT GILEWSKY	4/10 KENT Rd. ROSE BAY 2029
Tom McGARRY	125 EVANS ST. BALMAIN 2041
BRETT STEVENS	37/482 PACIFIC HWY, ARTARMON 2064
Joy Deeds	36 Shuley Rd, Wolstonecraft 2065
Kenneth Morgan	45 King William St, Greenwich

1. DEFINITIONS

'Basic Rate' means the basic rate of pay set out in clause 5.2;

'Casual Employee' means an employee classified as such under clause 7.1;

'Date of Effect' means the first Monday after the date of the Agreement;

'Employee' means a signatory to this Agreement or a person who is subsequently employed by the Company in a trade or occupation set out in clause 2.1;

'Full Pay' means the greater of the Minimum Guaranteed Rate for Full-time employees or the pro rata applicable for Part-time Employees; and the weekly rate of pay the Company has agreed to pay the employee.

'Minimum Guaranteed Rate' means the Minimum Guaranteed Rate of pay to which an Employee is entitled under clause 5.1.

'Newspaper' means the "Sydney News" published by Sydney Suburban Newspaper Company Pty Ltd and other newspapers published by the Company;

'Part-time Employee' means an employee classified as such under clause 6.1;

'Public Holiday' means the day observed in New South Wales as Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day and any day gazetted as a public holiday for the whole of New South Wales;

'Usual Hours':

- (a) the usual number of hours an Employee will be required to work; and
- (b) the usual times when those hours will be required to be worked.

'4 Week Period' means each period of 4 weeks during the terms of this agreement the first of which commences on the Date of Effect.

2. APPLICATION

2.1 This Agreement applies to:

- (a) the trades or occupations of journalists, photographers, production make up artists, scanner operators, sales representatives and clerks.
- (b) constitutes the entire agreement between the parties and regulates their relationship in all matters dealt with in any Award which would apply but for this Agreement; and
- (c) applies at 2 Help Street, Chatswood, NSW, 2067.

3. TERM

This Agreement will commence on the date of effect and continue for 3 years.

4. HOURS OF EMPLOYMENT

- 4.1 (a) the ordinary hours of work shall be a maximum of 38 hours a week averaged over a 4 week period, and which may be worked at any time;
- (b) if a Full or Part-time Employee commences work in the course of a 4 week period the hours for the remaining part of that 4 week period must be averaged over that remaining part.
- 4.2 The Company shall give each Employee prior to that Employee accepting employment a letter setting out the Usual Hours for that Employee.
- 4.3 The Employees acknowledge that the nature of the business is such that:
 - (a) some Employees will regularly be required to work in the evenings, or on weekends or both;
 - (b) on occasions hours at Employee will be required to work other than the Employees Usual Hours to meet the special needs of an edition or editions of the newspaper.
- 4.4 If the Company wishes to change the Usual Hours notified in accordance with clause 4.2 or as changed under this clause, it shall first consult with the relevant Employee.
- 4.5 If the Employee considers that the Company has been unreasonable in altering the Usual Hours, the Employee may notify a grievance under Clause 19.

5. WAGES

5.1 The Company shall pay to the Full time Employees not less than the Minimum Guaranteed Rate applicable to that Employee, under the following table:

CLASSIFICATION	Basic Rate (per week)	Minimum Guaranteed Rate (per week)
Journalist/Photographer		
Grade 1	\$450.00	\$533.00
Grade 3	\$555.00	\$655.00
Grade 5	\$660.00	\$770.00
Production Make Up Artist	\$370.00	\$730.00
Clerk		
Grade 1	\$357.00	\$365.00
Grade 2	\$397.00	\$403.00
Grade 3	\$415.00	\$425.00
Sales Representative	\$400.00	\$480.00
Scanner Operator	\$370.00	\$730.00

5.2 If an employee works in excess of the ordinary hours set out in clause 4.1:

(a) a payment for each hour so worked or part hours shall be calculated by dividing the Basic Rate by 38; and

(b) if the payment calculated under (a) in a 4 week period together with the Basic Rate for that 4 week period exceeds the Minimum Guaranteed Rate for that period, the excess shall be paid to the Employee.

5.3 If an Employee would be entitled under the award which applies to employees, to a higher weekly rate of pay for ordinary hours of work, than the Basic Rate provided in sub-clause 5.1 that higher weekly rate shall be substituted for the Basic Rate.

5.4 Wages shall be paid monthly in advance on or about the first day of each month by electronic funds transfer into the bank account nominated by the employee.

5.5 The Basic Rate of pay for each classification for ordinary hours will be such that an employee will not receive less in a Four Week Period than that provided under any applicable Award for rosters worked by that employee. The annual salary which an employee receives for ordinary hours must not be less than the salary that employee would have received for those hours under any applicable Award.

6. PART TIME EMPLOYMENT

6.1 If the Company employs an Employee to work:

- (a) regular hours;
- (b) on regular days;
- (c) less than 38 hours in a week; and
- (d) more than 8 hours in a week,

that employee shall be classified as a part-time employee.

6.2 The Company shall pay a Part-time Employee not less than the rate calculated by dividing the Minimum Guaranteed Rate for that appropriate classification by 38 and multiplying by the number of hours worked by that Employee each week.

6.3 A Part-time Employee is entitled to all the benefits of this Agreement.

7. CASUAL EMPLOYMENT

7.1 If the Company employs an Employee to work:

- (a) on an irregular basis; or
- (b) for less than 8 hours each week than Employee must be classified as a casual employee.

7.2 The Company shall engage a Casual Employee for not less than 4 hours on each day the Casual Employee is required to work and each day shall be a single engagement.

7.3 The Company may not engage a Casual Employee more than 24 hours in any one week.

7.4 The Company shall pay a Casual employee not less than the rate calculated by:

- (a) dividing the Minimum Guaranteed Rate for the appropriate classification by 38;
- (b) adding 12.5% if less than 8 hours are worked in the

engagement or 20% if 8 or more hours are worked in the engagement; and

- (c) multiplying the number of hours worked by that Employee.

7.5 A Casual Employee is only entitled to the provisions of this Agreement which relate to Meal Allowance (clause 8), Meal Breaks (clause 9), Expenses (clause 10) Superannuation (clause 21) and this clause.

8. MEAL ALLOWANCE

An Employee shall be paid a meal allowance of not less than \$9.60 if the hours of duty on any day exceed 10 hours.

9. MEAL BREAK

An Employee shall not be required to work more than 5 hours without a break of not less than 30 minutes.

10. EXPENSES & CAR ALLOWANCE.

10.1 On production of receipts the Company shall reimburse an Employee for reasonable out of pocket expenses incurred by the Employee with the Company's approval.

10.2 The Company shall pay sales representatives and photographers:

- (a) a car allowance of \$722.80 per month for a nominated vehicle; and
- (b) 18.4cents per kilometre for actual kilometres travelled by employees other than journalists using their vehicles in the course of employment.
- (c) 69cents per kilometre for actual kilometres travelled by journalists using the journalists vehicle in the course of employment.

11. SICK LEAVE

11.1 If the Company receives a medical certificate or other evidence satisfactory to it of an Employee's illness it shall grant sick leave on full pay to that Employee as follows:

- (a) First year of service 5 days
- (b) Second year of service
and thereafter 10 days

11.2 The Company is not required to pay sick leave for any period for which an Employee is entitled to Workers Compensation.

12. ANNUAL LEAVE AND PUBLIC HOLIDAYS

- 12.1 Subject to clause 12.2 the Company shall grant not less than six weeks annual leave to each Employee on Full Pay.
- 12.2 If an Employee is not required to work on a public holiday the annual leave entitlement of that Employee shall be reduced by one day for each public holiday not worked.
- 12.3 The Company and Employees will endeavour to reach agreement as to when the annual leave is to be given and taken, but failing agreement the Company may determine whether it shall be taken in one or two periods of not less than 14 days and when it is to be taken.
- 12.4 If an employee is aggrieved by a decision of the Company under clause 12.3, the Employee may notify a grievance under clause 19.
- 12.5 Except insofar as varied by this clause, the New South Wales Annual Holiday Act shall apply to annual leave.
- 12.6 The Company shall pay loading of 17.5% on Full Pay for the period of annual leave.
- 12.7 If an employee's employment terminates, the Company must pay the Employee loading calculated under Clause 12.6 only if the employee was entitled to annual leave but had not taken that leave and had not had the employment terminated by the Company for misconduct.

13. LONG SERVICE LEAVE

Employees will be entitled to Long Service Leave under the New South Wales Long Service Leave Act.

14. BEREAVEMENT LEAVE

- 14.1 The Company shall grant an Employee on each occasion a maximum of 2 days leave on full pay on the death in Australia of an Employee's spouse, defacto spouse, parent, grandparent, brother, sister, child, stepchild or son or daughter-in-law.
- 14.2 The Company may require satisfactory evidence of the death of a person referred to in Clause 14.1.

15. JURY SERVICE

- 15.1 An Employee required to attend for jury service shall be paid the difference between the wages the Employee would have received if not on jury service and the amount the Employee was paid for attending jury service.
- 15.2 An Employee must inform the Company as soon as the Employee becomes aware of the requirements to attend for jury service.

16. CONFIDENTIALITY

Employees must keep confidential information relating to the Company's operations, business or clients or other information the Employee receives in the course of employment the disclosure of which would harm the Company.

17. EYE TESTS

- 17.1 The Company will provide a full eye examination at the Company's expense for each Employee required to operate a visual display terminal.
- 17.2 Where spectacle or lens change specifically for visual display terminal operation are prescribed the Company will pay the cost of the lens and up to the amount of \$80.00 on the cost of the frames.
- 17.3 Where an employee receives a health fund or other benefit towards the cost of spectacles, the Company will pay the difference between the cost of the spectacles and the benefit, with a maximum amount on the frames as set out in 17.2 above.
- 17.4 Tests will be carried out every two years if required by the employee.

18. TERMINATION OF EMPLOYMENT

- 18.1 Subject to the Company's right to terminate an employee instantly for misconduct, the employment of an Employee may be terminated by:
- (a) the Company giving the Employee notice or payment in lieu of notice; or
 - (b) the Employee giving the Company notice or forfeiting pay in lieu of notice as follows:

LENGTH OF
SERVICE

DURATION OF
NOTICE

less than 2 years	1 week
2 to 4 years	2 weeks
4 to 5 years	3 weeks
5 years and more	5 weeks

19. GRIEVANCE PROCEDURE

19.1 If an Employee considers that the Company's action has been to the Employee's disadvantage, the Employee may invoke the disputes procedure set out in clause 19.2

19.2 (a) The Employee must notify the Employee's supervisor of the nature of the grievance and the remedy sought and discuss the issue with the Supervisor.

(b) If the grievance is not resolved to the Employee's satisfaction the Employee may notify the Publisher and discuss the issue with the Publisher.

(c) If the grievance is still unresolved the parties will jointly appoint an independent person in the first instance to mediate, but if unsuccessful to arbitrate between the parties.

(d) If the same grievance is of concern to more than one Employee, the Employees may jointly exercise their rights under this clause to appoint someone to represent them.

(e) The procedure must be carried out without delay and work must continue normally.

20. PARENTAL LEAVE

Employees will be entitled to parental leave as per the NSW Industrial Relations Act 1991.

A copy of the standard Parental Leave Clause will be provided by the Company to employees on request.

21. SUPERANNUATION

- 21.1 The Company shall pay full-time and part-time employees superannuation contribution at the rate of 5% of their full pay. This amount shall be paid into a fund nominated by the employee or into a Company fund. Such funds must have been approved by the office of the Occupational Superannuation Commissioner.
- 22.2 The Company shall pay casual employees (provided that the casual has worked shifts equivalent to 20 days within 13 weeks) superannuation contributions at the rate of 5% of their full pay.

22. CO-OPERATION

22.1 The parties agreed that it is to their mutual benefit to co-operate to achieve:

- (a) flexible work practices
- (b) maximum efficiency; and
- (c) employee satisfaction.

22.2 In order to achieve the above objections:

- (a) the Employees agree:
 - (i) to undertake and complete training reasonably required by the Company;
 - (ii) to use current and new technology as required by the Company; and
 - (iii) perform all work for which they have the necessary skills;
- (b) the Company agrees:
 - (i) to provide training to equip the Employee for the tasks which are allotted;
 - (ii) to consult with Employees as to their individual aspirations and concerns in relation to their employment; and
 - (iii) give due consideration to suggestions of Employees to the Company relating to the Company's operations.