

ENTERPRISE AGREEMENT

NO: E.A. 239 /1996

DATE REGISTERED: 16-8-96

PRICE: \$ 24-00

**NEWCASTLE NEWSPAPERS PTY LIMITED
MAINTENANCE ENTERPRISE AGREEMENT**

SEPTEMBER 1995

1 Title

This agreement shall be known as the Newcastle Newspapers Pty Limited Maintenance Enterprise Agreement.

2 Application

The terms and conditions of the Agreement replace in total the terms and conditions of: Industrial Agreement No. 8451 between Newcastle Newspapers Pty Limited and The Electrical Trades Union, New South Wales Branch, Industrial Agreement No. 8447 between Newcastle Newspapers Pty Limited and The Amalgamated Metalworker's Union and the Building Employees and Mixed Industries (State) Award which documents would otherwise govern the employment relationship within the Company.

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3 Contents

Clause No.	Subject
1	Title
2	Application
3	Contents
4	Statement of Intent
5	Consultative Committee
6	Training
7	Remuneration
8	Classification Structure
9	Hours of Work
10	Meal Breaks
11	Overtime
12	Shift Work
13	Penalty Rates
14	Call Time
15	Leave
15.1	Annual Leave
15.2	Annual Leave Loading
15.3	Long Service Leave
15.4	Sick Leave
15.5	Parental and Maternity
15.6	Family Leave
15.7	Workers Compensation
15.8	Bereavement Leave
15.9	Jury Duty
16	Public Holidays
17	Overalls, Boots and Laundry
18	Occupational Health and Safety
19	Use of Contractors
20	Termination of Employment
21	Redundancy
22	Grievance Procedure
23	No Extra Claims
24	Declaration
25	Period of Operation

4 Statement of Intent

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements which improve the efficiency and productivity of the enterprise, enhance skills and job satisfaction and assist positively in ensuring that the Company becomes a more efficient enterprise.

The Agreement is developed to support the Company's business objective of becoming the dominant regional newspaper Company in news gathering and advertising.

This will be achieved by:

- the introduction of multi-skilling and more efficient work practices that will enhance the efficiency, flexibility and productivity of the Company's maintenance workforce.
- the adoption of best work and management practices and arrangements that allow the Company to provide a superior competitive service to its customers.
- the attainment and performance of additional skills in a competent manner that are relevant to the business objectives.
- the classification structure that improves career paths for employees and the access to more varied and better paid jobs.
- the development of ongoing means of continually improving the Company's performance in delivering superior service to its customers.
- enhancing the emphasis of Occupational Health and Safety in the workplace.
- developing a broadly integrated working environment based on a self directed work team.
- undertaking all work in a fully flexible manner subject only to limitations imposed by individual skill levels.

5 Consultative Committee

The parties governed by this Agreement shall establish a consultative mechanism with equal representation of employer and employees with procedures appropriate to its size, structure and needs for consultation and negotiation on matter affecting efficiency and productivity of the Company.

The Consultative Committee will review matter such as work management practices, organisational structures, job design, skills inventories and other work place factors that influence the Company's business objectives.

This Committee will be a forum for open discussion and shall meet at set monthly intervals with additional meetings on an "as required" basis.

6 Training

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company commitment to training is required.

Accordingly the parties commit themselves to training consistent with National Competency Standards and to:

- (a) develop and maintain an appropriately skilled and flexible workforce.
- (b) provide the opportunity for career development consistent with the needs of the Company.
- (c) remove barriers to the utilisation of skills required.

7 Remuneration

- (a) The following rates of pay shall be the minimum weekly rates of remuneration paid to maintenance employees.

Wages shall be paid weekly and shall be paid by electronic funds transfer into the employees bank (or other recognised financial institution) account at the employer's discretion.

- (b) The undermentioned minimum rates of pay shall apply from date of agreement:

Classification	Weekly Base Wage	17.5% Shift Loading
Trade Assistant	\$480.00	\$ 84.00
Industrial Carpenter	\$540.00	\$ 94.50
Mechanical Fitter	\$540.00	\$ 94.50
Industrial Fitter	\$590.00	\$103.30
Electrical Fitter	\$540.00	\$ 94.50
Electrical Technician	\$590.00	\$103.30
Electronics Technician	\$640.00	\$112.00

The rates prescribed in this clause shall be increased by the following amounts:

- 1 July 1996** - by an amount equal to the year to date consumer price index (CPI) measured at March, 1996.

8 Classification Structure

- (a) General Principles - The Classification Structure
 - i) is skills/competency based and establishes career paths for maintenance employees and access to higher paid, more rewarding jobs.
 - ii) takes into account the skills utilised in previous classifications but without limiting any associated new skills and competencies.

- iii) encourages the ongoing attainment and performance of a broad range of skills required by the Company.
- (iv) provides an incentive for employees to acquire additional skills.
- (v) is not prescriptive but facilitates the design of jobs in accordance with the requirements of the Company.

9 Hours of Work

The ordinary hours of work shall be on average of 38 hours per week and shall be worked between the hours of 6.00am and 6.00pm. Ordinary hours of work shall be worked in not more than five (5) shifts and not less than four (4) shifts on any day of the week in each weekly roster cycle.

Ordinary hours of work shall not exceed one hundred and fifty two (152) hours in twenty (20) consecutive working days.

10 Meal Breaks

- (a) All employees shall be allowed not less than thirty (30) minutes for a meal. In the case of shift work or twelve (12) hour shifts, the meal breaks shall count as time worked.
- (b) Except as otherwise provided by this Clause an employee shall not be required to work for more than five (5) hours without a break for a meal.
- (c) In an emergency, during ordinary working hours an employee may be required to continue working for more than five (5) hours without a meal break, but all time so worked shall be paid for at the appropriate overtime rates; provided that where in the opinion of the Company's representative, the work on which an employee is engaged can be completed within half an hour, an employee who has worked for five (5) hours may be required to postpone the meal break for a period of up to half an hour without penalty.
- (d) Payment of a meal allowance where so entitled shall be \$10.00 per meal.
- (e) A meal break shall be taken prior to the commencement of overtime. If the said overtime is to be in excess of two (2) hours, a meal allowance or meal shall be supplied, and a meal break shall be taken thereafter every four (4) hours and a meal allowance shall be paid.
- (f) All meal breaks on overtime shall be paid for at the appropriate overtime rates.

11 Overtime

- (a) All time worked in excess of the ordinary rostered hours of a shift shall be paid at the rate of time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime worked. The hourly rate when computing overtime will be determined by dividing the weekly rate by 38.
- (b) Overtime worked on Saturday or Sunday will be paid for at the rate of double time.

- (c) An employee, after the completion of overtime work performed after the usual ceasing time, shall be entitled to be absent until he/she has had ten (10) consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.
- (d) If on the instructions of the employer, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (e) Except as otherwise provided in this clause in computing overtime each day's work shall stand alone.
- (f) Overtime at the rate of double time shall be paid for any time worked in excess of the ordinary hours of a twelve (12) hour shift.

12 Shift Work

- (a) Day shift is a shift the predominant part of which is worked between 6.00 am and 6.00pm.
- (b) Night shift is a shift the predominant part of which is worked between 6.00pm and 6.00am.
- (c) The Company shall have the right to establish shifts/rosters to best suit production requirements. One weeks notice shall be given in regard to a permanent change in shift times.
- (d) A shift allowance of 17.5% shall be paid to maintenance employees who are required to work two (2) or more shifts in twenty four (24) hours alternating weekly or otherwise.
- (e) A night shift allowance of 17.5% shall be paid in addition to the ordinary weekly rate of pay. The shift allowance shall be part of the weekly wage for all purposes of this agreement.
- (f) This agreement is based on continuous operation of a four (4)/five(5) shift working week, Monday to Friday (day work) or Monday night shift to Friday night shift inclusive.
- (g) Leave shall be reserved to negotiate rates of pay and conditions should the Company require work in five (5) shifts over six (6) or seven (7) days.

13 Penalty Rates

- (a) Ordinary time worked from midnight Friday to the finishing time on Saturday notified to employees from time to time shall be one half extra.
- (b) Work after the finishing time on Saturday notified to employees from time to time is covered by normal overtime conditions.
- (c) Ordinary time worked from midnight to the finishing time on a public holiday notified to employees from time to time shall be paid double time.

- (d) The penalty rates prescribed in this Clause and the overtime rates prescribed in Clause 12, overtime, shall not be cumulative so as to entitle the employee to be paid more than a maximum of double ordinary rates.

14 Call Time

In addition to a minimum payment of four (4) hours for a callout a payment of two (2) hours will be made. Such call in will be paid for at the employees appropriate overtime rate.

15 Leave

15.1 Annual Leave

The Annual Holiday Act 1944 as amended shall apply.

Annual leave of absence consisting of four (4) weeks on full pay shall be granted to maintenance employees after twelve (12) months service.

15.2 Annual Leave Loading

A loading of 17.5% of the ordinary weekly rate of pay in addition to the pay for the holiday period shall apply. The loading calculation shall not included penalty rates, overtime of other payments.

15.3 Long Service Leave

The New South Wales Long Service Leave Act 1955 as amended shall apply.

15.4 Sick Leave

Weekly employees covered by this Agreement shall be entitled to one week's sick leave per completed year of service. This sick leave is non cumulative.

In special cases an employee may make application for payment of sick leave beyond the provisions of this Agreement.

15.5 Parental and Maternity Leave

Parental leave and maternity leave shall apply in accordance with the provision of the New South Wales Industrial Relations Act, 1991.

15.6 Family Leave

Employees covered by this Agreement shall be entitled to leave consistent with the Family Leave Test Case decision of the Australian Industrial Relations Commission.

15.7 Workers Compensation

Employees shall be entitled to leave in accordance with the Workers Compensation Act, 1987.

Employees shall be entitled to bereavement leave without loss of ordinary pay on each occasion of the death of an immediate family member. A minimum of two (2) days leave shall apply for each application.

15.9 Jury Duty

Employees required to attend for jury duty will do so without loss of ordinary pay.

16 Public Holidays

Any day gazetted as a public holiday for the State shall be paid holidays for full time employees. Maintenance employees shall be paid for all time worked on a gazetted holiday except as provided for in Clause 13 (c) of this Agreement at the rate of double time and one half.

17 Overalls, Boots and Laundry

The Company shall provide free of cost to each employee other than temporary employees one pair of boots and two pairs of overalls per year. In addition the Company shall pay a laundry allowance of \$4.00 per week to those maintenance employees who work on the printing press.

18 Occupational Health and Safety

The Occupational Health and Safety Act 1983 as amended shall apply.

The parties to this agreement recognise the primary objects of the legislation ie:

- (a) to secure the health, safety and welfare of employees at work.
- (b) to protect persons at a place of work against the risk to health and safety arising out of the activities of persons at work.
- (c) to promote an occupational environment for persons at work which is adapted, to their physiological and psychological needs.

19 Use of Contractors

The parties to this Agreement agree that the Company may engage contractors in any circumstances where:

- Specialist skills are required and are not available to the employer from available employees.
- In peak work load times and employees are unable to reasonable carry out the work.
- The Company shall notify the appropriate delegate when the Company decides to engage a contractor to do any work.

20 Termination of Employment

The employment of a permanent maintenance employee may be terminated by two weeks notice by either party or by the payment or forfeiture as the case may be of two weeks wages in lieu of notice.

This shall not affect the Company's right to dismiss an employee, without motive for serious misconduct, including, but not limited to, inefficiency, neglect of duty, misconduct and/or an employee being under the influence of drugs or alcohol and in such cases the wages shall be paid up to the time of dismissal.

21 Redundancy

In the event of employment by the Company being terminated by reason of redundancy, as defined by the Industrial Relations Commission, maintenance employees will be entitled to receive 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 service less than a completed year.

22 Grievance Procedure

When a dispute or grievance occurs in regard to any matter pertaining to this Agreement an employee shall be entitled to be represented by a union representative. The following procedure shall govern its settlement:

- (a) The employee shall discuss the matter with the supervisor who, as a representative of the Company, shall provide a response to the grievance, including reasons for not implementing any proposed remedy. The employee shall be entitled to a response from the Company within two (2) working days of their grievance being notified.
- (b) If the matter is not resolved, it shall be discussed by the employee with the supervisor, the Department Manager and a union delegate.
- (c) If the grievance is not settled promptly the above parties shall confer with the Manager of Personnel.
- (d) If the matter is not settled it may be referred to the Industrial Relations Commission.
- (e) The parties shall at all times confer in good faith and without undue delay.

23 Picnic Day

The first Monday in December in each year shall be recognised as a Picnic Day for maintenance employees.

An employee required to work on a Picnic Day may be granted an additional days leave at a time mutually agreed between the Company and the employee.

24 No Extra Claims

It is a term of the Agreement that respondent unions and or their members or those eligible to be members shall make no further claims on the Company during the term of the Agreement.

mc
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[Signature]

25 Declaration

This Enterprise Agreement has been negotiated through extensive consultation between management, unions 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.

The parties declare that this Agreement was at not stage entered into under duress and reflects the interests and desires of the parties.

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26 Period of Operation

This agreement shall take effect from the date of registration and shall remain in force through to 25 October 1997.

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[Signature]

SIGNATORIES

This Agreement is made at Newcastle on this the 1995.6

26th day of *JULY*

Signed for and on behalf of Newcastle Newspapers Pty Limited

In the presence of

[Signature]
.....
Signed

[Signature]
.....
Brian Evans
General Manager

John CARROLL
.....
Name in Block Letters

Signed for an on behalf of Electrical Trades Union New South Wales Branch

In the presence of

[Signature]
.....
Signed

[Signature]
.....

John CARROLL
.....
Name in Block Letters

Signed for and on behalf of the Building Workers' Industrial Union of Australia
New South Wales Branch

In the presence of

L. Bates

S. Callahan

Signed

CRITIC BATES

SUE CALLAHAN.

Name in Block Letters

Signed for and on behalf of the Automotive, Food Metals
and Engineering Union, New South Wales Branch

PRINTING, + KINDRED INDUSTRIES *M. Sheen*

In the presence of

Lance Sheen

David Goume

Signed

Resource Officer

LANCÉ SHEEN

Name in Block Letters



NSW BRANCH

ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH

SECRETARY: Bert Schmidt

REF:

: OFFICE

1 August 1996

Commissioner for Enterprise Agreements
1 Oxford Street
EAST SYDNEY NSW 2010

Dear Sir

**Re: Application for registration of the Newcastle Newspapers Pty Limited
Maintenance Enterprise Agreement**

I hereby authorise Glenn Bacic to sign on behalf of the Electrical Trades Union of Australia,
New South Wales Branch in respect of the above matter.

Yours Faithfully

BERT SCHMIDT
SECRETARY



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