

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA97/151

**TITLE:** Newcastle Newspapers Pty Limited Advertising Sales Consultants  
Enterprise Agreement 1997

**I.R.C. NO:** 97/3858

**DATE APPROVED/COMMENCEMENT:** 12 August 1997

**TERM:** Expires 27 May 1999

**NEW AGREEMENT OR  
VARIATION:** New Replacing EA107/95

**GAZETTAL REFERENCE:**

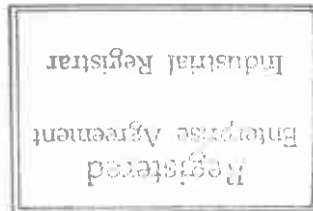
**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Probationary Representatives and Advertising Representatives employed by Newcastle Newspapers at 28 Bolton Street Newcastle and 372 High Street Maitland

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



## **TITLE**

This Agreement shall be known as the Newcastle Newspapers Pty Limited Advertising Sales Consultants Enterprise Agreement, 1997.

## **SCHEDULE**

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## 2 APPLICATION

- (a) The terms and conditions of the Agreement replace in full the Newcastle Newspapers Pty Limited Advertising Sales Consultants Enterprise Agreement dated 18 November 1994.
- (b) The arrangements outlined in Clause No 20 (Superannuation) of the Consolidated Advertising Sales Representatives (State) Award will continue to apply.

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### 3 STATEMENT OF INTENT

- (a) 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.
- (b) 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 more efficient work practices that will enhance the efficiency, flexibility and productivity of the Company.
  
- \* the development of a working environment in which all employees are involved in decisions which affect them, care about their jobs and each other, have the opportunity to achieve their full potential and benefit from the success of their efforts.
  
- \* having total flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.

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- \* a classification structure that improves career paths for advertising representatives and provides access to more varied and better paid jobs.
- \* the development of on-going means to continually improve the Company's performance in delivering superior service to its customers.
- \* enhancing the emphasis of Occupational Health & Safety in the workplace.
- \* 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.



#### **4 CONSULTATIVE COMMITTEE**

- (a) 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 matters affecting the efficiency and productivity of the Company.

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- (b) The consultative committee will review matters such as management practices, organisational structures, job design, skills inventories and other work place factors that influence the Company's business objectives.
- (c) This committee will be a forum for open discussion and shall meet at set monthly intervals with additional meetings on an "as required" basis.

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## 5 TRAINING

- (a) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, commitment to training is required.
- (b) Accordingly the parties commit themselves to:
- (i) maintain and develop an appropriately skilled and flexible work force.
  - (ii) Provide the opportunity for career development consistent with the needs of the Company.
  - (iii) Remove barriers to the utilisation of skills required.

## 6 REMUNERATION

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

- 2% effective from 27 May 1996.
- 3% or CPI (whichever is the greater) paid from 27 May 1997.
- 3% or CPI (whichever is the greater) paid from 27 May 1998.



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

	Existing	At 27 May 1996	At 27 May 1997	At 27 May 1998
Representative	\$450.00	\$460.00		
Probationary Representative	\$400.00	\$410.00		

These minimum rates of pay shall be increased in line with ordinary wages as detailed in Clause 6(a).

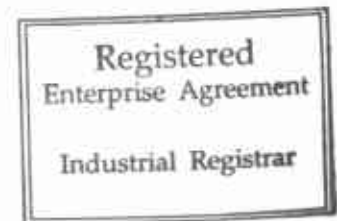
- (c) A minimum rate of pay of 75% of the base rate will apply to junior advertising consultants under the age of 20 years, who are completing a traineeship.
- (d) Employees shall be paid weekly and wages paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account.

## **Definition**

### **Advertising Representative:**

Means an employee who will plan and co-ordinate operations and personnel have strong problem solving skills and the ability to exercise independent judgement. A sales representative will have responsibility for:

- \* selling advertising into the general news pages and classified pages
- \* selling advertising into scheduled features, editorial features and promotional packages
- \* seek co-operative advertising
- \* search for new business
- \* write-up new space orders
- \* re-write existing space orders
- \* preparation of layouts
- \* copywriting
- \* ad booking
- \* checking proofs
- \* photography



### **Probationary Representative**

A probationary representative may be employed for no more than six months on probation.



## 7 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 worked in not more than 5 days (shifts) and not less than 4 days (shifts).
- (d) The employee shall have the option of working the ordinary hours as follows:
1. By working 152 hours over 19 days each cycle with a day off each cycle. The rostering of the day off will be at the discretion of the Department Manager or by mutual agreement.
  - or
  2. By working 152 hours over 20 days each cycle.



Employees who agree to work their hours in accordance with option 2 shall receive a commensurate increase in their wage rate and a record of such agreement (signed by the employee) shall be kept by the Company.

## 8 LOCOMOTION

(a) A locomotion allowance of \$166.80 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 in 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.



**9 FLEXIBILITY OF WORK**

Employees shall perform a range of duties including work which is incidental or peripheral to their main task or function. This flexibility is subject only to limitations imposed by individual skill levels.

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## 10 ANNUAL LEAVE/ANNUAL LEAVE LOADING

- (a) The Annual Holiday Act 1994 as amended shall apply. A loading of 17.5% of the ordinary weekly rate of pay in addition to the pay for the holiday period shall apply.
- (b) If employment is terminated for a cause other than misconduct then a loading is payable for a period of annual leave untaken.



## 11 SICK LEAVE

- (a) Employees covered by this Agreement shall be entitled to five (5) days sick leave during the first year of service and eight (8) days during the second and subsequent years of service on full pay
- (b) An employee will as soon as practicable inform the employer of his/her inability to attend for duty and state the reason and nature of the illness or injury and the estimated duration of the absence.
- (c) The employee shall provide such evidence as the employer may reasonably require that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed. After the first day's absence on account of illness the employer shall require the employee to provide a doctor's certificate any further illness for which sick leave is claimed.

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- (d) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year provided that an employer shall not be bound to credit a Representative for sick leave which has accrued more than 5 years before the end of the last completed year of service.

## 12 PUBLIC HOLIDAYS

Any day gazetted as a public holiday shall be a paid holiday for full time employees. Weekly employees shall be paid for all time worked on a gazetted holiday at the rate of double time.

## 13 LONG SERVICE LEAVE

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



## 14 PARENTAL & MATERNITY LEAVE

Parental leave and maternity leave shall apply in accordance with the provisions of the New South Wales Industrial Relations Act 1996.

## 15 CARER'S LEAVE

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15 (c) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 19 of the agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

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- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- A. the employee being responsible for the care of the person concerned; and
  - B. the person concerned being:
    - (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 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



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(iii) a child or an adult child (including an adopted child, a step child, a foster child, 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

(v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:



1. 'relative' means a person related by blood, marriage or affinity;
2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. 'household' means a family group living in the same domestic dwelling.

(d) An employee shall, whenever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(e) **Unpaid Leave for Family Purpose**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 15 (c) above who is ill.

(f) **Annual Leave**

(i) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(g) **Time Off in Lieu of Payment for Overtime**

(i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

(ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.





- (iii) If, having elected to take time as leave in accordance with paragraph (i) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the twelve (12) month period or on termination.
- (iv) Where no election is made in accordance with paragraph (i) above, the employee shall be paid overtime rates in accordance with the agreement.



(h) **Make Up Time**

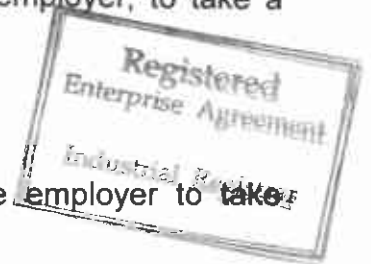
- (i) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (ii) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(i) **Rostered Days Off**

(i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

(ii) An employee may elect, with the consent of the employer to take rostered days off in part-day amounts.

(iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee. or subject to reasonable notice by the employee or the employer.



**16 BEREAVEMENT LEAVE**

(a) Employees shall be entitled to bereavement leave of up to three (3) days without loss of pay on the death of an immediate family member. An immediate family member is defined as one's own partner, parent, brother, sister, child, step/foster parents, grandparent, great-grandparent, grandchild.

(b) Bereavement leave may be approved when a person not an immediate family member dies and the employee can demonstrate a significant close relationship with the deceased.

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- (c) Bereavement leave is not available when the employee is on any other type of leave.



## 17 JURY DUTY

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

## 18 OCCUPATIONAL HEALTH & SAFETY

- (a) The Occupational Health & Safety Act 1983 as amended shall apply.
- (b) The parties to this Agreement recognise the primary objections of the legislation ie.
- (i) to secure the health, safety and welfare of employees at work.
  - (ii) to protect persons at a place of work against the risk to health or safety arising out of the activities of persons at work.
  - (iii) to promote an occupational environment for persons at work which is adapted to their physiological and psychological needs.

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**19 UNIFORM ALLOWANCE**

- (a) An uniform allowance of \$400 shall be paid to meet the cost of the initial purchase of Advertising Consultants uniform.
- (b) Additionally, an allowance of \$100 per annum will be paid to allow for additional purchases towards maintenance of the uniform.
- (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.



**20 TERMINATION OF EMPLOYMENT**

- (a) The employment of any permanent 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.
- (b) This shall not affect the Company's right to dismiss an employee, without notice for serious misconduct, including, but not limited to, inefficiency, neglect, refusal of duty, non attendance or misconduct and/or under the influence of drugs or alcohol and in such cases the wages shall be paid up to the time of dismissal.

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## 21 REDUNDANCY

In the event of employment by the Company being terminated reason of redundancy, as defined by the Industrial Relations Commission, employees will be entitled to receive a redundancy payment calculated at the rate of four weeks gross salary for each completed year of service plus pro rata payment for any service less than a completed year with a minimum payment provided for in terms of the Employment Protection Act 1982

## 22 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.

## 23 GRIEVANCE PROCEDURE

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

- (i) 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.



- (ii) If the matter is not resolved, it shall be discussed by the employee with the supervisor, the Department Manager and a delegate of the Union.
- (iii) If the grievance is not settled promptly the above parties shall confer with the Personnel Manager.
- (vi) If the matter is not settled it may be referred to the Industrial Relations Commission.
- (v) The parties shall at all times confer in good faith and without undue delay.

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**24 NO EXTRA CLAIMS**

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

**25 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.

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- (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



**26 PERIOD OF OPERATION**

This agreement will operate from the <sup>12th. August 1997</sup> ~~date of registration~~ until 27 May 1999.

**27. NEXT AGREEMENT**

- (a) The parties will commence negotiation for the next agreement no later than 2 months before the expiry date of this agreement, ie 27 May 1999.
- (b) Negotiation will be commenced with the Company notifying the union of those issues for discussion and by the union meeting with all employees and serving a list of claims on the Company.

**SIGNATORIES**

This Agreement is made at Newcastle on this the *20th* day of *June 1997*.  
1996.

Signed for and on behalf of  
NEWCASTLE NEWSPAPERS PTY LIMITED

*Gail Hambly*

in the presence of

GAIL HAMBLY  
~~Company Secretary~~  
Director  
*g.h.*

*Rosemary E Hill*

Rosemary Hill IP 9426633

Signed for and on behalf of the National Union of Workers New South Wales Branch

in the presence of

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1-5-97.

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**APPENDIX A.**

This Enterprise Agreement regulates the terms and conditions of employment of advertising sales representatives employed by Newcastle Newspapers Pty Limited at:

28 Bolton Street, Newcastle

372 High Street, Maitland



**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA 97/83

**I.R.C. NO:** 97/1239

**DATE APPROVED/COMMENCEMENT:** 11 April 1997 and commences from beginning of first pay period on or after 1 July 1996.

**TERM:** expires 1 July 1998 years

**NEW AGREEMENT OR**

**VARIATION:**

New. Replaces EA 67/94



**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**TITLE:** Streets Ice Cream Customer Service Delivery Enterprise Agreement

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Van Salesperson - North Rocks, Frenchs Forest, and Bankstown depots.

**PARTIES:** Streets Icecream, A Division of Unilever Australia Limited -&- Transport Workers Union of Australia, New South Wales Branch.