



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Unify Marketing Pty Ltd
(AG2017/302)

UNIFY MARKETING AGREEMENT 2017

Market and business consultancy services

COMMISSIONER ROE

MELBOURNE, 7 MARCH 2017

Application for approval of the Unify Marketing Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Unify Marketing Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Unify Marketing Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Agreement was approved on 7 March 2017 and, in accordance with s.54, will operate from 14 March 2017. The nominal expiry date of the Agreement is 7 March 2021.



COMMISSIONER

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Unify Marketing Agreement 2017

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Unify Marketing Agreement 2017

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Agreed terms

1. Agreement

1.1 Title

This Agreement will be known as the Unify Marketing Agreement 2017.

1.2 Commencement and operation

- (a) This Agreement will come into effect seven days after approval by the FWC.
- (b) This Agreement will reach its nominal expiry date four years from the date approved by the FWC in clause 1.2(a).

1.3 Coverage

- (a) This Agreement covers the Employer with respect to its Employees covered by the Agreement.
- (b) This Agreement covers those Employees of the Employer contained in the classifications in clause 3.1.
- (c) Shift workers, apprentices, pieceworkers, outworkers, supported wage Employees (with a disability), and school-based apprentices or Employees to whom a training arrangement applies will not be covered by this Agreement.

1.4 Policies and procedures

The Employer's policies and procedures, whether detailed in this Agreement or not, do not form part of this Agreement and are not intended to be contractually binding. The Employer may vary, remove or implement new policies from time to time.

2. Types of employment

On commencement of employment, Employees will be engaged on a full-time, part-time or casual basis.

2.1 Full-time employment

The ordinary hours of full-time Employees are 38 hours per week.

2.2 Part-time Employees

A part-time Employee:

- (a) is engaged to work a predetermined number of hours per week which will be less than 38 hours per week; and
- (b) receives, on a pro rata basis, the equivalent pay and conditions to full-time Employees in the same classification.

2.3 Casual Employees

- (a) A casual Employee is one engaged as such.
- (b) A casual Employee may be engaged on a casual basis indefinitely.
- (c) A casual Employee will be paid a loading of 25% in addition to the base rate of pay for full-time and part-time Employees in clause 3.

- (d) The casual loading is paid to compensate casual Employees for entitlements to which full-time and part-time Employees are entitled to under the NES and this Agreement, including:
- (i) paid annual leave;
 - (ii) paid personal/carer's leave;
 - (iii) paid compassionate leave;
 - (iv) paid jury service leave;
 - (v) notice of termination or payment in lieu of notice; and
 - (vi) redundancy pay.

3. Wages

3.1 Classifications

This Agreement covers full-time, part-time and casual Employees throughout Australia who solicit donations or pledges for charitable purposes including:

- (a) door to door;
- (b) in shopping centres and kiosks; and/or
- (c) on the street.

3.2 Base rate of pay

- (a) Employees aged 21 and over will be paid at least the following hourly rate for all hours worked:

Classification	Base rate per hour	Base rate with 25% casual loading
Full-time Employee	\$17.70	
Part-time Employee	\$17.70	
Casual Employee		\$22.13

- (b) Employees under the age of 21 will be paid at least the following percentage of the base rate of pay in clause 3.2(a) for all hours worked:

Age of Employee	Percentage
Under 16 years of age	36.8
At 16 years of age	47.3
At 17 years of age	57.8
At 18 years of age	68.3
At 19 years of age	82.5
At 20 years of age	97.7

3.3 Superannuation

- (a) All superannuation contributions will be paid to the approved superannuation fund nominated by the employee, or in the absence of such nomination, into the Employer Superannuation Plan which contains a MySuper default option as required by legislation.
- (b) The rate of contribution shall be 9.5% of Employees' ordinary time earnings as detailed in clauses 4.1, 4.2 and 4.3 (as defined by the *Superannuation Guarantee (Administration Act) 1992*), or as specified by legislation.

3.4 Annual increase

The base rates of pay in clause 3.2 will increase in the first full pay cycle after 1 July each year, to at least the amounts provided in the FWC's applicable National Minimum Wage Order for that year.

3.5 Commission

- (a) In addition to the base rate of pay, Employees may, depending on the Campaign, be entitled to receive commission payments.
- (b) Prior to engaging an Employee to work on a specific Campaign, the Employer will set out in writing to the Employee the details of any commission the Employee may be eligible to earn (**Commission Schedule**) for that Campaign.
- (c) Any Commission Schedule issued in relation to a Campaign will be taken to form part of this Agreement.
- (d) Commission entitlements will vary from Campaign to Campaign. Employees may be engaged to work on Campaigns which offer no commission. Commissions earned on one Campaign should not give rise to an Employee's expectation that the same or similar commissions will be offered on future Campaigns, or at all.
- (e) To avoid doubt, any agreed commission will be payable in addition to the base rates of pay in clause 3.2, and Employees will not be engaged on a 'commission only' basis. Employees, regardless of any agreed Commission Schedule, will always earn at least the base rate of pay in clause 3.2.

3.6 Taxation and other deductions

The Employer will deduct tax, and other amounts it is required to deduct, from all payments to the Employee as required by law.

4. Hours of work and rostering

4.1 Full-time and part-time Employees

Full-time Employees will work 38 ordinary hours per week averaged over a four week period.

4.2 Part-time Employees

Part-time Employees will work the ordinary hours agreed in clause 2.2 per week averaged over a four week period.

4.3 Casual Employees

Casual Employees' ordinary hours of work will not exceed 38 hours per week averaged over a four week period.

4.4 Working days

Ordinary hours may be worked on any day of the week, Monday to Sunday.

4.5 Rosters

- (a) Rosters will be made available to Employees in advance taking the Employer's operational requirements and the Employees' availability into consideration.
- (b) The Employer will consult with Employees about the Employee's ability to work during certain hours, taking the Employee's family responsibilities, other commitments and any other relevant matters into consideration before rostering an Employee for certain shifts.
- (c) Employees must inform the Employer if their ability to work certain hours changes for any reason.
- (d) Employees may not make changes to the roster (for example by swapping shifts with another Employee) without the prior written consent of the Employer.

4.6 Reasonable additional hours

- (a) In addition to their ordinary hours of work in clauses 4.1 and 4.3, Employees may be required to work reasonable additional hours.
- (b) Where Employees work additional hours at the written direction of the Employer, Employees will be paid their base rate of pay in accordance with clause 3.2 for each hour worked, pro rata.

4.7 Overtime

- (a) Overtime will only be worked when agreed by both the Employer and the Employee.
- (b) Employees will only be paid for overtime hours which have been approved in writing by the Employer.
- (c) Employees will be paid their base rate of pay in accordance with clause 3.2 for each approved overtime hour worked, pro rata.

4.8 Unauthorised overtime

- (a) Employees may be inclined or tempted to additional hours of their own accord to maximise commission earnings where clause 3.5 applies.
- (b) The Employer encourages Employees to maintain a work-life balance, and to control this any overtime must be approved in accordance with clause 4.7(b).
- (c) Employees will not be paid their base rate of pay in clause 3.2 if they work overtime without written approval in accordance with clause 4.7(b).
- (d) While unauthorised overtime will not affect any payments due to an Employee pursuant to clause 3.5, this must not be seen as any inducement, encouragement or condonation by the Employer of Employees working unapproved overtime.

4.9 Weekend work

- (a) Work on weekends is a general requirement of the Employer's operation and forms part of an Employee's ordinary hours.
- (b) Employees will be paid their base rate of pay in accordance with clause 3.2 for each weekend hour worked, pro rata.

4.10 Public holidays

- (a) While the Employer usually operates on public holidays, work on a public holiday is voluntary and does not form part of an Employee's ordinary hours of work.
- (b) Employees are entitled to be absent from work on a public holiday.

- (c) Employees may request to amend the roster if they have been scheduled to work on a public holiday and would prefer not to work that day. The Employer will agree to such requests where the request is:
 - (i) reasonable; and
 - (ii) the Employee has provided a reasonable amount of notice in making the request.
- (d) Full-time and part-time Employees who elect to be absent on a public holiday will be paid their base rate of pay for the public holiday if the Employee would otherwise have had ordinary hours of work on the public holiday.
- (e) Employees who work on a public holiday will be paid their base rate of pay in accordance with clause 3.2 for each hour worked, pro rata.
- (f) Employees on paid annual leave or paid personal/carer's leave are not taken to be on leave on a public holiday.

4.11 Training

- (a) Training will be provided to Employees during induction, and may also be provided on an ongoing basis if this becomes necessary to educate employees about new Campaigns.
- (b) Any training an Employee is required to attend will be paid at the Employee's base rate of pay in clause 3.2.
- (c) Employees may be offered the opportunity to attend ancillary training aimed at personal development and general skills development. This training may be provided on a paid or unpaid basis. In the event any training of this nature is offered to Employees:
 - (i) attendance at the training will not be a requirement of the Employer with reference to a Campaign or other direct work-related duties;
 - (ii) the Employees will be informed in advance that attendance at the training will be unpaid; and
 - (iii) attendance at such training by Employees will be voluntary.

5. Location

- (a) The Employee's location of work will vary depending on the Campaign and whether the Employee is required to perform their duties:
 - (i) door to door;
 - (ii) in shopping centres and kiosks; and/or
 - (iii) on the street.
- (b) Employees may be rostered to work at various locations during the same Campaign, and the Employee's location of work may vary from shift to shift, or roster to roster.
- (c) The Employer will consult with Employees about the Employee's ability to work at certain locations, taking the Employee's transport arrangements, family responsibilities and other relevant matters into consideration before rostering an Employee at a certain location.
- (d) Employees must inform the Employer if their ability to work at a certain location changes for any reason.

- (e) The Employer and Employee may agree on a travel allowance to be paid with respect to each location the Employee agrees to work.

6. Leave

6.1 Annual leave

- (a) Annual leave is provided for in the NES.
- (b) Full-time Employees are entitled to 20 days' paid annual leave per annum.
- (c) Part-time Employees are entitled to 20 days' pro rata paid annual leave per annum.
- (d) Casual Employees are not entitled to paid annual leave, but requests for unpaid annual leave will not be unreasonably refused.

6.2 Taking annual leave

- (a) Employees must apply for annual leave at least four weeks' in advance when it is reasonable to do so.
- (b) The Employer may on one month's notice direct an Employee to take paid annual leave if:
 - (i) the Employee accrues excess annual leave;
 - (ii) the Employer's business will shut down for a period; or
 - (iii) it is otherwise reasonable to do so.
- (c) The Employer and the Employee may agree to cash out accrued annual leave provided the Employee will have at least four week's accrued annual leave remaining, and each agreement to cash out paid annual leave is a separate agreement in writing.

6.3 Personal/carer's leave

- (a) Personal/carer's leave is provided for in the NES.
- (b) Full-time Employees are entitled to 10 days' paid personal/carer's leave per annum.
- (c) Part-time Employees are entitled to 10 days' pro rata paid personal/carer's leave per annum.
- (d) Casual Employees are entitled to two unpaid personal/carer's leave days per occasion.

6.4 Taking personal/carer's leave

- (a) Employees may take personal/carer's leave:
 - (i) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (ii) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (A) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member.
- (b) Employees must notify the Employer's nominee at least two hours before the commencement of their shift if they are unable to attend work due to the requirement to take personal/carer's leave.
- (c) Employees must provide the Employer with a medical certificate with respect to all absences on personal/carer's leave (whether paid or unpaid).

- (d) Accrued personal/carer's leave is not cashed out on termination or otherwise.

6.5 Long service leave

Employees will be entitled to long service leave in accordance with the applicable legislation.

6.6 Other leave

The terms upon which any other leave which the Employee may be entitled to under the NES, including parental leave, compassionate leave and community service leave, is provided for in the NES.

7. Uniforms and equipment

7.1 Uniforms

- (a) The Employer may require the Employee to wear a certain uniform if required by a Campaign.
- (b) If the Employee is required to wear a uniform, the Employer may require the Employee, upon issuing the uniform, to sign a receipt for items of uniform.
- (c) The Employee is responsible for laundering any uniform they are provided with, and otherwise maintaining the uniform in a clean and presentable state.
- (d) The receipt will list the items supplied to the Employee and their individual value.
- (e) The uniform must be returned at the request of the Employer, at the end of the Campaign or when the Employee ceases employment, whichever is the earlier.
- (f) If the Employee does not return the items of uniform (or any of them) in accordance with the receipt, the Employer will be entitled to deduct the value as stated on the receipt from any amounts owing to the Employee.

7.2 Tools and equipment

- (a) The Employer may require the Employee to make use of certain tools and equipment in the course of performing their duties or for a specific Campaign.
- (b) The Employer may require the Employee, on issuing any tools and equipment, to sign a receipt detailing the items issued to the Employee and the value of each item.
- (c) The tools and equipment issued to the Employee must be returned at the request of the Employer, at the end of the Campaign, or when the Employee ceases employment, whichever is the earlier.
- (d) If the Employee does not return all the tools and equipment issued to them (or any of them) in accordance with the receipt, the Employer will be entitled to deduct the value as stated on the receipt from any amounts owing to the Employee.

8. Workplace health and safety

The Employer takes the workplace health and safety of its Employees very seriously. It is the responsibility of all Employees at every level to ensure safe work practices and the health and safety of others.

Employees must adhere to their obligations in the Employer's work health and safety policies.

Employees will receive training on workplace health and safety during induction, and must adhere to their obligations at all times.

9. Probation and performance

9.1 Probation period

- (a) The Employer places high importance on recruiting and retaining Employees who are able to meet the Employer's performance expectations.
- (b) Employee's ongoing employment will be subject to the satisfactory completion of a four week probation period. The Employer may, at its absolute discretion, extend the probation period for a further period, not exceeding six months in total.
- (c) The purpose of the probation period is to provide the Employee with an opportunity to determine whether they are suited to fundraising and soliciting donations from the public, as the Employer recognises that this is not a role suited to all individuals. The probation period is also an opportunity for the Employer to assess whether the Employee is capable of meeting the requirements of the role.
- (d) At the commencement of employment, Employees will be advised of the targets they are expected to reach during their probation period. An Employee's skills and experience, as well as the Employer's operational requirements will be taken into consideration when setting these targets.
- (e) During the probation period Employees will be provided with reasonable training and support to assist them in achieving those targets.
- (f) Employees who fail to meet their targets will not successfully pass their probation period and their employment may be terminated.

9.2 Performance management

- (a) Employees, whether or not they have passed their probation period, will be supported and assisted to meet their performance targets during their employment.
- (b) The Employer has policies in place which detail the steps the Employer will take to support underperforming Employees. These policies are available on the Employer's IT system and Employees will be familiarised with this, and other policies of the Employer during induction.

9.3 Hazing and other performance enhancing practices prohibited

- (a) The Employer has a policy which deals with workplace bullying and harassment. This policy is available on the Employer's IT system and Employees will be familiarised with this, and other policies of the Employer during induction.
- (b) The Employer takes the workplace health and safety of Employees very seriously, and does not condone and will not tolerate the use of bullying techniques, hazing or other humiliating practices to address Employee performance, for 'team building', or any other purpose.
- (c) Examples of this type of practice include any activity an Employee is required, or feels obligated to participate in, which has the intention of humiliating, 'punishing' or embarrassing the participants or witnesses. Employees must refer any such conduct which occurs to the Employer's human resources team immediately.

10. Termination of employment

10.1 Termination without notice

The Employer may terminate the employment of an Employee without notice if the Employee engages in Serious Misconduct.

10.2 Termination by Employer with notice

- (a) The Employer may terminate the Employee's termination by providing the Employee with the relevant notice period in accordance with the NES as set out below:

Employee's period of continuous service with the Employer at the end of the day the notice is given	Notice Period	
	Full-time and part-time Employees	Casual Employees
Not more than 1 year	1 week	End of shift
More than 1 year but not more than 3 years	2 weeks	End of shift
More than 3 years but not more than 5 years	3 weeks	End of shift
More than 5 years	4 weeks	End of shift

- (b) The Employer will increase the notice period by one week where the Employee:
- (i) is engaged as a full-time or part-time Employee; and
 - (ii) is over 45 years old; and
 - (iii) has completed at least two years' of continuous service with the Employer at the end of the day the notice is given.
- (c) The Employer may, at its absolute discretion, elect to make a payment to the Employee in lieu of any period of unexpired notice. If the Employer makes such an election, the Employee's employment will terminate on the date this election is made.

10.3 Termination by Employee with notice

- (a) Employees are required to provide the Employer with the same notice period set out in clause 10.2(a).
- (b) Clause 10.2(b) does not apply when an Employee gives notice.
- (c) If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

10.4 Suspension

- (a) The Employer may suspend the Employee from duties pending the outcome of an investigation into alleged misconduct.
- (b) Full-time and part-time Employees will receive their ordinary pay during any period of suspension.

- (c) Casual Employees will be paid for any shifts the Employee has been rostered to work on the current roster, but will not be paid if the period of suspension extends past the current roster and the Employee has not been rostered for further shifts pending the outcome of the investigation.

10.5 Redundancy

- (a) Casual Employees do not receive redundancy pay.
- (b) Full-time and part-time Employees are entitled to redundancy pay in accordance with the NES as follows:

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

11. Confidential information and intellectual property

11.1 Confidential information

- (a) The Employee must keep confidential all Confidential Information other than Confidential Information that:
 - (i) the Employee is required to disclose in the course of the Employee's duties as an employee of the Employer; or
 - (ii) the Employee is required by law to disclose.
- (b) The Employee must only use Confidential Information for the purpose of performing the Employee's duties as an employee of the Employer.
- (c) The Employee must immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.
- (d) Without limiting the Employer's rights, the Employee must provide assistance reasonably requested by the Employer in relation to any proceedings the Employer may take, or threaten to take, against any person for unauthorised use, copying or disclosure of Confidential Information.
- (e) The termination of this Agreement does not affect the operation of this clause 11 and the Employee's obligations will subsist beyond termination.

11.2 Intellectual Property Rights and Moral Rights

- (a) In consideration the Employee's remuneration, the Employee agrees in respect of any work that comprises or forms part of the Material to:
 - (i) assign for its full duration ownership of the Copyright in the Material to the Employer;

- (ii) give a genuine Creators Consent to the Employer to deal with the Moral Rights created in the Material for the Specified Acts; and
 - (iii) agrees to assign to the Employer all existing and future Intellectual Property Rights in all Material (whether created alone or with the Employer or other employee of the Employer's).
- (b) The Employee acknowledges that by virtue of clause 11.2(a) all such existing rights are vested in the Employer and, on their creation, all such future rights will vest in the Employer.
- (c) The Employee must do all things reasonably requested by the Employer to enable it to assure further the rights assigned under clause 11.2(a).
- (d) The ownership, rights and entitlements obtained by the Employer under this clause 11 may be exercised in all the states and territories of Australia and worldwide.
- (e) The Employee warrants that has not and will not breach any third party's Intellectual Property Rights when creating the Material.
- (f) The Employee acknowledges and agrees that it will not at any time including during and after the expiration or termination of this Agreement:
 - (i) challenge, contest or deny the validity of:
 - (A) the Employer's ownership of the Copyright in the Material; or
 - (B) the right or title of the Employer to the Copyright created by the Employee; or
 - (C) the Creators Consent; or
 - (D) the Employer's ownership of the Intellectual Property Rights; or
 - (ii) do any act which may invalidate or put in dispute the validity of the Employer's Copyright in the Material or their registration or the Employer's claim to the ownership or use of the Copyright in the Material.
- (g) The Employer:
 - (i) acknowledges that the Employee may have Moral Rights;
 - (ii) in so far as the Employee is able, waives the Employee's Moral Rights; and
 - (iii) voluntarily and unconditionally consents to all or any acts or omissions by the Employer, or persons authorised by the Employer, which would otherwise infringe the Employee's Moral Rights.
- (h) The Employee must disclose to the Employer everything in which Intellectual Property Rights may subsist.
- (i) The Employee must do all things reasonably requested by the Employer to enable the Employer to exploit and further assure the rights assigned, and consents given, under clause 11.2(a).
- (j) The termination of this Agreement does not affect the operation of this clause 11 and the Employee's obligations will subsist beyond termination.

12. Information Technology

12.1 Notification of surveillance

The Employer notifies the Employee that it will, from commencement of the Employee's employment, carry out ongoing, intermittent surveillance of the use of computer systems by the Employee - including emails, internet and files (including files stored on the Employee's work computer).

12.2 How surveillance is carried out

The surveillance is carried out by all means available to the Employer which may include:

- (a) accessing the Employee's email account or emails;
- (b) accessing files of the Employee;
- (c) accessing the Employee's work computer;
- (d) recording internet usage by the Employee (including sites and pages visited, files downloaded, video and audio files accessed and data input) and accessing those records;
- (e) GPS (or the like) tracking of the Employer's equipment.

13. Privacy

The Employee consents to:

- (a) the Employer; and
- (b) each person to whom any Recipient discloses Personal information,

collecting, using and disclosing Personal information for any purpose relating to their business or the Employee's employment.

14. Agreement flexibility

- (a) An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 11(a)(i)1.1(a)(i); and
 - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the FW Act; and
 - (ii) are not unlawful terms under section 194 of the FW Act; and

- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

15. Consultation

- (a) This term applies if the Employer:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change
- (b) For a major change referred to in paragraph 15(a)(i):
 - (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) subclauses 15(c) to 15(i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) 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 Employer of the identity of the representative;

the Employer must recognise the representative.

- (e) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures the Employer 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:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Employees; and
 - (C) any other matters likely to affect the Employees.
 - (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (h) 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 Employer, the requirements set out in paragraph 15(b)(i) and subclauses 15(c) and 15(e) are taken not to apply.
 - (i) In this term, a major change is *likely to have a significant effect on Employees* if it results in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.
- Change to regular roster or ordinary hours of work*
- (j) For a change referred to in paragraph 15(a)(ii):
 - (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses 15(k) to 15(o) apply.

- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) 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 Employer of the identity of the representative;
 the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant Employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (C) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) 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).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term:

relevant Employees means the Employees who may be affected by a change referred to in clause 15(a).

16. Dispute resolution

- (a) If a dispute relates to:
 - (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards;
 this term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe; or
 - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the Employee to perform; or
 - (D) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

17. Definitions and interpretation

In this Agreement, unless the contrary intention appears:

Agreement means this Unify Marketing Agreement 2017.

Campaign means a campaign being run by the Employer on behalf a client of the Employer with the aim of soliciting charity donations or pledges for a charity or charitable purpose.

Commission Schedule means a written schedule setting out an Employee's entitlement to commission with respect to a certain Campaign as detailed in clause 3.5.

Confidential Information means:

- (a) all confidential information including, but not limited to:

- (i) trade secrets and confidential know-how; and
- (ii) financial, accounting, marketing and technical information, customer and supplier lists, know-how, technology, operating procedures, price lists, data bases, source codes, fee schedules or methodologies

of which the Employee becomes aware or generates (both before and after the day this agreement is signed) in the course of, or in connection with, the Employee's employment with the Employer (including confidential information belonging to a third party, including the confidential information of a customer of the Employer); and

- (b) all copies, notes and records based on or incorporating the information referred to in paragraph (a),

but does not include any information that was public knowledge when this agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, the Employee).

Copyright means the exclusive rights of the author in relation to original Material and other subject matter contained in the *Copyright Act 1968* (Cth) as amended, varied or substituted from time to time whether existing at the date of this agreement or which may come into existence on or after the Commencement Date.

Creators Consent means the consent of the Employee to use the works comprising the Material for the Specified Acts.

Employee means an Employee covered by this Agreement.

Employer means Unify Marketing Pty Ltd ACN 144 549 628.

FW Act means the *Fair Work Act 2009* (Cth).

FWC means the Fair Work Commission.

Intellectual Property Rights means all intellectual property rights created or generated by the Employee (whether alone or with any other persons) in the course of or in connection with the Employee's employment with the Employer (whether before or after this agreement is signed) including:

- (a) patents, copyright, rights in circuit layouts, plant breeder's rights, registered designs, trademarks and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of those rights.

Material means all material created, written or otherwise brought into existence by the Employee as part of, or for the purpose of performing their duties under the this agreement including, but not limited to, any literary (including computer programs), dramatic, graphic design, photography, musical or artistic material, sound recordings, performance and films pursuant to the *Copyright Act 1968* (Cth), all reports (whether in draft or final form), inventions, designs, models, proposals, documents, equipment, information and data stored by any means and recorded in or on any medium whatsoever.

Moral Rights means the following rights in respect of any Intellectual Property Rights:

- (a) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
- (b) the right of attribution of authorship of a work; and
- (c) the right not to have authorship of a work falsely attributed

(which are rights created by the *Copyright Act 1968* (Cth)), and any other similar right capable of protection under the laws of any applicable jurisdiction.

NES means the National Employment Standards as set out in the FW Act.

Personal information means personal information (including sensitive information) as those terms are defined in the *Privacy Act 1988* (Cth) concerning the Employee.

Recipient means any person who receives Personal information as a result of a disclosure (whether by the Employer or another Recipient) under clause 11.

Serious Misconduct has the meaning set out in REG 1.07 of the *Fair Work Regulations 2009* (Cth).

Specified Acts means in relation to the Material any of the following specified acts or omissions or classes or types of acts or omissions:

- (c) using, reproducing, adapting, or exploiting all or any part of the Material; and
- (d) the use of Material for advertising, merchandising or promotional purposes of any kind; and
- (e) attributing authorship of the Material to the Employer or failing to acknowledge or attribute the Employee's authorship of the Material; and
- (f) not attributing authorship of the Employee when communicating, exhibiting or performing the work to the public or in public, and when reproducing, copying, publishing and adapting the work; and
- (g) materially altering the Material in any way, or making any modification, variation or amendment of any nature whatsoever to the Material, whether or not it:
 - (i) results in a material distortion, destruction or mutilation of any of the Material; or
 - (ii) is prejudicial to the honour or reputation of the Employee; and
- (h) using the Material in a different context to that originally envisaged; and
- (i) inserting the Material into a website or as part of any other form of media; and carrying out further research and development of the Material

Signing page

EXECUTED as an agreement

Executed by the duly authorised Employer Representative of **Unify Marketing Pty Ltd ACN 144 549 628** in accordance with section 127 of the *Corporations Act 2001* in the presence of



Signature of Employer Representative
Warren Nicholls, Chief Executive Officer
2/44 Woodroffe Avenue, Main Beach, Queensland 4217

WARREN NICHOLLS

Full name of Employer Representative

27/01/17

Date



Signature of witness

TANIA HALL

Full name of witness

27/01/17

Date

Signed by Employee Representative in the presence of



Signature of Employee Representative
Bradley Johnson, Sales Agent
21/8-10 Ahern Street, Labrador, Queensland 4215

BRADLEY JOHNSON

Full name of Employee Representative

27/01/17

Date



Signature of witness

LARA NICHOLLS

Full name of witness

27/01/17

Date