



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Decipha Pty Ltd

(AG2011/10969)

DECIPHA PTY LIMITED ENTERPRISE AGREEMENT 2011 - 2013

Postal services

COMMISSIONER ROE

MELBOURNE, 29 JULY 2011

Application for approval of the Decipha Pty Limited Enterprise Agreement 2011 - 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Decipha Pty Limited Enterprise Agreement 2011 - 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Decipha Pty Ltd (the Applicant). The agreement is a single-enterprise agreement.

[2] I was initially concerned with some aspects of the proposed Agreement and wrote to the company outlining those issues on 26 July 2011. On 27 July 2011 I received a signed undertaking in response to the queries from John Morris, National Human Resources Manager of the Applicant. This undertaking now forms part of the Agreement and is kept on the file. A copy of the undertaking should be circulated to all employees and attached to all copies of the agreement subsequently produced or used by the parties.

[3] The undertaking which now forms part of the Agreement is attached.

[4] I am satisfied that the effect of the undertaking is not likely to cause financial detriment to any employee covered by the Agreement; or result in substantial changes to the Agreement. Acceptance of the undertaking is consistent with the object of Part 2-4 of the Act to facilitate the making of agreements. The bargaining representatives that Fair Work Australia is aware of have been consulted and support the undertaking.

[5] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[6] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 August 2011. The nominal expiry date of the Agreement is 30 June 2013.



COMMISSIONER

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27 July 2011

Commissioner Roe
Fair Work Australia

Dear Commissioner Roe,

Re: Decipha Pty Limited Enterprise Agreement 2011-2013

I refer to your correspondence dated 26 July 2011 and subsequent telephone conversation today regarding the Decipha Pty Limited Enterprise Agreement 2011-2013.

In terms of your query regarding Clause 9, Workplace Flexibility, I provide the following undertaking:

"To avoid doubt, Decipha Pty Limited undertakes that the requirements set out in the model flexibility term in Section 203 of the Fair Work Act shall also apply to any **individual** flexibility agreement reached in respect to the matters contained in Clause 9.1.2 of the Agreement."

If you would like any further clarification on the Enterprise Agreement, you are welcome to contact me on 8412 2635.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "J. Morris".

John Morris
National Human Resources Manager



DECIPHA PTY LIMITED

ENTERPRISE AGREEMENT 2011 – 2013

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement is called the Decipha Pty Limited Enterprise Agreement 2011 - 2013

2. DEFINITIONS

2.1. For the purpose of this agreement:

- 2.1.1. Act means the Fair Work Act;
- 2.1.2. FWA means Fair Work Australia;
- 2.1.3. Regulations means the Fair Work Regulations 2009 (Cth)
- 2.1.4. Agreement means the Decipha Pty Limited Enterprise Agreement 2011 - 2013;
- 2.1.5. Employer means Decipha Pty Limited ABN 31 100 126 396 (Decipha);
- 2.1.6. Manager/Supervisor and management means a manager or supervisor of Decipha Pty Limited;
- 2.1.7. Employee means an employee of Decipha Pty Limited;
- 2.1.8. Union means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU).

3. DURATION AND SCOPE

3.1. Duration

The agreement comes into operation 7 days after the agreement is approved by Fair Work Australia. The nominal expiry date of the agreement is 30 June 2013.

The parties will make reasonable endeavours to negotiate for a new Enterprise Agreement within 4 months prior to 30 June 2013.

3.2. Agreement not to be used as a precedent

The parties undertake not to seek to apply the terms of this agreement to core employment structures within the Australian Postal Corporation.

4. PARTIES BOUND AND APPLICATION

4.1. Parties bound - This agreement is binding upon:

- 4.1.1. the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, its officers and members; and
- 4.1.2. Decipha Pty Limited.

4.2. Application

- 4.2.1. This agreement applies to all employees employed by Decipha Pty Limited in classifications covered by this agreement.

5. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS AND LEGISLATION

Subject to *Clause 4.2*, this agreement is a comprehensive agreement. However, it does not override State laws relating to Long Service Leave and State and Commonwealth laws relating to Occupational Health and Safety.

6. ANTI-DISCRIMINATION

6.1. Both the employer and the union:

- 6.1.1. respect and value the diversity of the workforce;
- 6.1.2. will, in accordance with the relevant anti-discrimination legislation and the employer's policies, help to prevent and eliminate discrimination within the workplace based on a person's disability, sex, race, colour, national or ethnic origin, pregnancy, breastfeeding, age, trade or profession, physical features, marital status, social origin, parental/family status, sexuality/sexual orientation (ie sexual preference), irrelevant medical or criminal record, caring responsibility, union/employer association activity, religion, political belief or personal association; and
- 6.1.3. will endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effect.

7. NOTICE BOARDS

The employer will permit the use of notice boards at the workplace to facilitate work-related communication between employees and their representatives, including the union. The employer retains the right to reject and remove the posting of any material that might reasonably be considered offensive or is not in relation to this agreement or the employment relationship.

8. SHARED VALUES AND OBJECTIVES

8.1. Objectives of the agreement

The parties to this agreement recognise that Decipha operates in a competitive market and that workplace flexibility is a critical success factor for the business. This Agreement provides a framework within which workplace flexibility can be pursued.

8.1.1. The objectives of this agreement are to:

- (i) enhance the efficiency and business success of Decipha, and through this contribute to increased job security for all employees;
- (ii) provide a high quality service which fully meets customer requirements;
- (iii) continue to develop and maintain productive, co-operative and harmonious working relationships by promoting trust and continually striving to improve communications at all levels; and
- (iv) develop a learning environment where all employees are willing and encouraged to develop their maximum potential, within the scope of their employment, and to continually update their skills and knowledge with regard to operational requirements, and the objectives of Decipha.

8.2. Availability of the agreement

The employer will provide all employees covered by this agreement with a copy of this agreement. A copy of the Enterprise Agreement will be placed on notice boards where possible, or where it is easily accessible to employees. Decipha's policies and procedures are available on the Decipha network to all employees, or alternatively may be accessed through their Supervisor.

PART 2 – FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

9. WORKPLACE FLEXIBILITY

9.1. Facilitative provisions

9.1.1. A facilitative provision provides for a standard approach in the agreement to be departed from by agreement between the employer and either an individual employee or the majority of employees in the workplace.

9.1.2. Facilitative provisions are contained in the following clauses of this agreement:

Subject Matter	Clause
Part-time employees	13.4.3
Casual employees	13.6.1 (ii)
Span of ordinary hours	17.1(iii)
Public Holiday shift	19.4
Roster Changes	19.10
Time off	20
Meal break	21.1
Substitution of public holidays	31.4

9.1.3. Facilitative provisions are not to be used as a device to avoid agreement obligations, nor should they result in unfairness to an employee or employees covered by this agreement. Employees are not to be coerced to reach agreement on facilitative provisions.

9.1.4. The agreement reached with either an individual employee or the majority of employees in the workplace or part of it must be recorded in the time and wages records kept by the employer in accordance with Part 3 – 6 of the Fair Work Regulations 2009 (Cth).

9.1.5. In the case of facilitation by individual agreement, an employee may be accompanied by a person of his or her choice when conferring with the employer about the proposed implementation of the facilitative provisions. That person may be a union representative and must be given a reasonable opportunity to participate in the negotiations.

9.1.6. In the case of facilitation by majority agreement involving one or more of its members, the union will be informed of the intention to use the facilitative provision and must be given the opportunity to participate in the negotiations.

9.1.7. Union involvement does not mean the union's consent is required prior to the introduction of agreed facilitative arrangements.

9.1.8. Where relevant circumstances change, any party to the agreement can review the arrangements established under these facilitative provisions, and can, subject to an appropriate period of notice, withdraw agreement.

9.1.9. In the event that a dispute or concern arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with **Clause 12** – Dispute settlement.

10. CONSULTATIVE MECHANISM AND PROCEDURES

10.1. The parties agree that consultation will occur and is important in maintaining positive working relationships between Decipha, its employees and the union. Decipha acknowledges that consultation prior to any significant change and on the consequences of that change is critical to maintaining positive workplace

relationships and positive business outcomes. However, the parties also acknowledge that the consultative processes need to have regard to the competitive business environment that Decipha operates within and the associated need that may exist for time limited business decision making.

- 10.2. The parties agree to have a consultative forum at least every 6 months. The consultative structure and procedures will be agreed between the parties.
- 10.3. The employer and the union agree to develop specific arrangements and protocols for the conduct of union affairs that foster constructive and positive relationships, do not adversely impact on the employer's operations and respect the rights of employees.

11. CONFIDENTIALITY

- 11.1. Each employee understands that during the course of their employment, each employee will have access to certain information of a confidential nature. Each employee agrees:
 - 11.1.1. not to disclose any confidential information to any person, company or organisation during or following each employee's employment unless the disclosure has been approved by the employer;
 - 11.1.2. not to remove any confidential information from the employer's premises or the premises of a customer of the employer, nor copy or duplicate any such information except in the ordinary course of employment; and
 - 11.1.3. to return all confidential information and property immediately on request of the employer or in the event of the termination of each employee's employment.

12. DISPUTE SETTLEMENT

12.1. Principles

- 12.1.1. The Parties to the Agreement recognise that there exists a mutual responsibility to work cooperatively to resolve disputes over workplace matters, as far as is practicable, at the workplace level. Accordingly, in relation to a dispute over the application of the Agreement arising during the life of the Agreement, the Parties commit themselves to:
 - (i) promptly addressing the dispute within the procedures set out below;
 - (ii) discussing the dispute in an open and honest way; and
 - (iii) seeking to resolve the dispute wherever possible at the local level.
- 12.1.2. While the parties are attempting to resolve the matter, the employee(s) will continue to work in accordance with the Agreement and their contract of employment, unless the employee(s) has/have a reasonable concern about an immediate threat to their health or safety. In such circumstances and subject to relevant Occupational Health & Safety legislation, the employee(s) must not unreasonably fail to comply with a direction by Decipha Pty Limited to perform other available work that is appropriate for the employee(s) to perform.
- 12.1.3. In resolving any dispute, the parties will have regard to the principles of Decipha Pty Limited having the accountability to:
 - (i) operate the business efficiently;
 - (ii) determine and allocate resources;
 - (iii) implement both large and small changes in an efficient, timely and cost-effective manner;

- (iv) explore means of protecting and expanding business levels; and
- (v) provide fair and equitable treatment to its employees and provide safe workplaces that support employee diversity and work/life balance arrangements.

12.2. Disputes

If a dispute relates to:

- (i) A matter arising under this Agreement; or
- (ii) The National Employment Standards;

This clause sets out the escalation process which must be followed to settle the dispute.

12.3. Dispute Resolution Procedures

12.3.1. It is agreed that where disagreements arise, the following procedure will apply:

- (i) the employee will discuss the matter with their immediate manager/supervisor.

However, in circumstances where the matter may relate to the behaviour or actions of the immediate manager/supervisor and it would be inappropriate to discuss the matter at that level, the employee may discuss the matter with the next highest level of management.

- (ii) If the matter is not resolved at that level within a reasonable timeframe, the employee concerned may arrange further discussions involving more senior levels of management or the union as appropriate.
- (iii) If the issue involves more than one employee, the employees involved, the union or management may raise the issue to the level the parties consider appropriate.

12.4. Fair Work Australia Conciliation

12.4.1. If the internal negotiations do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia for conciliation.

12.4.2. The party notifying the dispute will do so by filing with Fair Work Australia and serving on all other relevant parties a Dispute Notification Document that sets out a brief description of the dispute, the material facts the disputing party believes to be relevant to the dispute and the desired remedy.

12.5. Independent Mediation

12.5.1. If the conciliation by Fair Work Australia has been unsuccessful in resolving the dispute, a party to the dispute may refer the dispute to a third party mediator agreed to by both parties. If the parties are unable to agree on a mediator, the Institute of Arbitrators & Mediators Australia Mediation Rules will apply in relation to the appointment of a mediator.

12.5.2. Having regard to the terms of this Agreement, the National Employment Standards and the principles set out in *Clause 12.1.3*, the independent mediator must assess the merits of the matter and make a non-binding recommendation that:

- (i) arbitration by Fair Work Australia is appropriate on the basis that it raises a genuine question about the interpretation of the Agreement or the National Employment Standards; or
 - (ii) arbitration by Fair Work Australia is not appropriate.
- 12.5.3. The independent mediator may make non-binding recommendations regarding how the matter may be resolved between the parties prior to arbitration.
- 12.5.4. The cost of the mediator will be shared equally between the parties and each party will pay its own costs for the mediation.

12.6. Arbitration

- 12.6.1. If the independent mediator has determined that the dispute is appropriate for arbitration, then a party to the dispute may elect to have the matter arbitrated by Fair Work Australia.
- 12.6.2. Fair Work Australia may only determine the matter by arbitration if all the conditions set out in this *Clause 12.6.2* are satisfied:
- (i) the escalation process in this clause has been followed; and
 - (ii) where the party requesting the arbitration is one of the parties specified in clause 4 of this Agreement, that party has been authorised to apply for arbitration by its relevant decision-making body in accordance with their rules which in respect of the CEPU and Decipha Pty Limited are set out below:
 - a. CEPU - Communications Division – Divisional Executive (or any successor body)
 - b. Decipha Pty Limited – Chief Executive Officer; and
 - (iii) Fair Work Australia is satisfied that the relevant decision-making body of the party requesting arbitration has considered the independent mediator’s recommendation in relation to whether arbitration is appropriate for the dispute in authorising the application for arbitration by Fair Work Australia.
- 12.6.3. In arbitrating the dispute, Fair Work Australia may:
- (i) make a determination that is binding on the parties; and
 - (ii) use the powers that are available to it under the Fair Work Act.
- 12.6.4. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

12.7. Training

Disputes Resolution Training:

- 12.7.1. To assist in dispute resolution, a union delegate or employee representative who has had at least 6 months continuous service with the employer, will be granted leave of absence, at ordinary rates of pay, to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution.
- 12.7.2. The specific training courses will be agreed between the employer and the individual employee.

12.7.3. The granting of leave will be subject to the operational requirements of the employer. Such leave will be granted up to a maximum of 5 days per calendar year and will not accumulate.

12.7.4. An employee granted leave who fails to attend the nominated course, will notify the employer as a soon as practicable. No payment will be made to any employee until satisfactory proof of attendance at the nominated course is produced.

12.8. Redundancy disputes procedure

12.8.1. *Clauses 12.8.2 and 12.8.3* impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (“a redundancy dispute”).

12.8.2. Where a redundancy dispute arises, and it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:

- (i) the reasons for any proposed redundancy;
- (ii) the number and categories of workers likely to be affected; and
- (iii) the period over which any proposed redundancies are intended to be carried out.

12.8.3. Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

PART 3 – CONTRACT OF EMPLOYMENT

13. CATEGORIES OF EMPLOYEES

13.1. Terms of engagement

13.1.1. A person may be employed as a permanent, fixed term or casual employee.

13.1.2. A person engaged as a permanent or fixed term employee can be employed on a full-time or part-time basis.

13.1.3. At the time of engagement, the employer will inform each employee in writing of:

- (i) the type of the employee’s employment; and
- (ii) the terms and conditions of the employee’s engagement.

13.2. Permanent Employment

Decipha recognises the value of its permanent workforce and is committed to providing permanent employment as the preferred employment option, where the flow of work provides for and there is an ongoing business need for such full time employment. In cases where the flow of work or existing business need does not provide for permanent full time employment, the preferred employment option is permanent part time employment.

13.3. Period of probation

Unless an employee’s employment is terminated pursuant to *Clause 15.1.3* or due to unsatisfactory performance, a person engaged as a permanent employee, will be on

probation for three months. After this period, the employment will either be confirmed or terminated.

13.4. Part time employee

13.4.1. A part time employee:

- (i) is an employee who works less than 38 hours per week;
- (ii) will be rostered for a minimum of four (4) and a maximum of ten (10) consecutive hours on any day except where:
 - a. any new employee can be employed for a minimum of three (3) hours and a maximum of ten (10) consecutive hours on any day. This can only occur where that employee is working on a client premises that is more than 10km from the CBD in their state or territory capital; and
 - b. will not be employed by the employer for more than one engagement per day.

13.4.2. Specific consultation will occur with the union where it is proposed to implement a three hour minimum daily engagement option at a particular work site.

13.4.3. The employer will inform a part-time employee in writing, on engagement, of the hours and times he or she will be required to work. The hours and times of work may be subsequently varied by agreement with the employee, or by the employer providing the employee with 2 weeks' notice to apply in both cases of an increase or a reduction in hours.

13.4.4. A part time employee is required to be available to work such hours, within the specified span of hours at *Clause 17* – Hours of work, as are necessary to meet Decipha business operational needs.

13.4.5. A part time employee will be paid a pro rata salary in accordance with the relevant job classification.

13.4.6. The conditions provided in this agreement will apply to a part-time employee on a pro rata basis unless otherwise specified.

13.4.7. At the employees request, Decipha will review the status of a part time employee who on a regular basis is engaged for hours in excess of their nominated fortnightly hours of work, for a period exceeding 6 months. In circumstances where the requirement to work excess hours is likely to continue on an ongoing basis, and there is a genuine business need, the employee's hours may be increased to the hours that have actually been worked.

13.5. Fixed term employee

13.5.1. A fixed term employee is a person engaged for an extended fixed period, or to undertake a specific task.

13.5.2. Decipha Pty Limited recognises the value of a permanent workforce and is committed, as far as is commercially viable and practicable, to providing permanent employment as the preferred option.

13.5.3. The period of continuous employment as a fixed term employee will be determined by the duration of each contract and be for up to a maximum of one year for any one contract period. However, the period can be extended for a further year by agreement between the parties.

13.5.4. Disputes about the extent of the use of long term fixed term employment should follow *Clause 12* – Dispute Settlement.

13.6. Casual employees

13.6.1. A casual employee:

- (i) is a person engaged on a daily basis in relieving work or work of an irregular or intermittent nature or of a short term duration but does not include an employee who could properly be classified as permanent or fixed term;
- (ii) will not be engaged in a full time or part time capacity on a continuous basis from week to week for more than 12 weeks. However, a further maximum period of up to 12 weeks may be agreed to between the employer and the employee concerned in which case the facilitative provisions at *Clause 9* will apply;
- (iii) will be engaged and paid by the hour;
- (iv) will be engaged on each occasion and be paid for no less than four hours excepting where;
 - a. casual employees can be employed for a minimum of three (3) hours and a maximum of ten (10) consecutive hours on any day. This can only occur where that employee is working on a client premises that is more than 10km from the CBD in their state or territory capital;
- (v) will be paid an hourly rate based on the salary for the job classification in which he or she is engaged, plus a casual loading of 22.5%, which loading is in lieu of annual leave, personal leave, public holidays and bereavement leave; and
- (vi) will not be paid the casual loading when he or she receives overtime payments or works on a public holiday and receives a public holiday penalty.

13.6.2. The following clauses of this agreement do not apply to casual employees:

Clause Number	Subject Matter
15	Termination of employment
16	Redundancy
27	Annual leave
31	Public holidays
32	Personal leave
36	Parental leave except in the case of an eligible casual employee as defined in <i>Clause 36.1.3</i> .

14. LABOUR AGENCIES

Decipha Pty Limited will ensure that any employee of a labour hire agency engaged by Decipha Pty Limited will be paid the same rate of pay as if they had been an employee of Decipha Pty Limited. Decipha Pty Limited will notify CEPU of labour suppliers.

15. TERMINATION OF EMPLOYMENT

15.1. Notice period

15.1.1. Subject to *Clause 13.5*, where the services of a fixed term employee are terminated before the expiry of the period fixed by the terms of engagement, or

the employment of a permanent employee is terminated, the employee must be given the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

15.1.2. In addition to the notice in *Clause 15.1.1* above, employees over 45 years of age at the time of the giving of notice, with not less than 2 years continuous service with the employer, are entitled to an additional one weeks' notice.

15.1.3. The employer may terminate the services of a permanent or fixed term employee at any time for behaviour or performance that warrants such action. In exercising this right Decipha Pty Limited shall not take action which is harsh, unjust or unreasonable,

Such action includes:

- (i) serious misconduct or wilful neglect of duty or grossly negligent conduct;
- (ii) incompetence or inefficiency for reasons within the employee's control; and
- (iii) failure to observe the Decipha Pty Limited Code of Ethics.

In such cases there is no entitlement to notice and any entitlements under this agreement are to be paid up to the time of dismissal only.

For the purpose of this clause, grossly negligent conduct involves a reckless act or omission that causes or could cause significant damage or harm.

15.1.4. An employee on probation will be given one week's notice of termination or payment in lieu of notice, except where an employee's employment is terminated for serious misconduct and/or grossly negligent conduct.

15.1.5. The notice of termination required to be given by an employee is the same as that required of the employer in *Clause 15.1.1* above, excluding the additional notice based on the age of the employee concerned referred to in *Clause 15.1.2*.

15.2. Review of termination of employment

An employee may exercise his or her rights pursuant to the *Fair Work Act*, in relation to a termination decision under this agreement.

15.3. Notice of termination by an employee

15.3.1. The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

15.3.2. If an employee fails to give the notice specified in *Clause 15.1.1* the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under *Clause 15.1.1*.

16. REDUNDANCY

16.1. Definitions

16.1.1. **Business** includes trade, process, business or occupation and includes part of any such business.

- 16.1.2. **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 16.1.3. **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 16.1.4. **Week's pay** means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

16.2. Discussions before termination

- 16.2.1. Where the employer has made a definite decision that it no longer requires the essential elements of the job that an employee(s) has/have been doing to be done by the employee(s) and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer will hold discussions with the employee(s) directly affected and with the union. Where practicable, the employer will offer voluntary redundancy as a first option. Affected employee(s) will be provided at least 2 weeks' notice in order to be able to make their decision.
- 16.2.2. The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of **Clause 15.1.1** above and will cover, inter alia, reasons for the proposed termination(s), measures to avoid or minimise the termination(s) and measures to mitigate any adverse effects of any termination(s) on the employee(s) concerned.
- 16.2.3. The employer will, at the time of the initial discussions with the employee(s) and the union, concurrently provide a written advice to the employee(s) concerned and the union of all relevant information about the proposed termination(s), including the reasons for the proposed termination(s), the number of categories of employees likely to be affected, the number of people normally employed and the period over which the termination(s) is likely to be carried out. However, the employer will not be required to disclose confidential information, the disclosure of which would be detrimental to the employer's interests.
- 16.2.4. The employer will explore redeployment opportunities within Decipha Pty Limited should an employee face redundancy.

16.3. Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in **Clause 16.2.1** above, the employee will be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated.

The employer may elect to make payment in lieu of notice of an amount equal to the difference between the employee's former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

16.4. Severance pay

16.4.1. An employee who is made redundant is entitled to the following severance pay based on the employee's continuous period of service with the employer:

Period of Continuous Service	Severance Pay
Less than 1 year	nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7.5 weeks' pay
4 years and less than 5 years	10 weeks' pay
5 years and less than 6 years	12.5 weeks' pay
6 years and over	15 weeks' pay

"Weeks" pay" means the ordinary time rate of pay for the employee concerned.

16.4.2. The severance payments are in addition to the periods of notice specified in *Clause 15.1.1*.

16.5. Employee leaving during notice period

An employee whose employment is terminated for the reasons set out in *Clause 16.2.1* above, may terminate his or her employment during the period of notice. Where this occurs, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. However, in such circumstances, the employee will not be entitled to payment in lieu of notice.

16.6. Alternative Employment

If an employee's position is made redundant and the employee is offered suitable alternative employment then the severance payments in *Clause 16.4.1* will not apply.

16.7. Time off during notice period

16.7.1. During the period of notice of termination, an employee will be allowed up to one day's time off with pay during each week of notice to seek other employment.

16.7.2. Payment for additional leave for this purpose will be subject to the employee producing proof of attendance at an interview. (A statutory declaration will be sufficient for this purpose.)

16.8. Exclusions

This clause does not apply where employment is terminated as a result of serious and wilful misconduct or grossly negligent conduct as defined in *Clause 15.1.3* that justifies dismissal without notice. Nor does it apply to probationary employees, casual employees or fixed term employees.

16.9. Transmission of business

Where a business is before or after the date of this agreement, transmitted from the employer (in this clause called the transmittor) to another employer (in this clause

called the transmittee) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

- 16.9.1. the continuity of employment of the employee will be deemed not to have been broken by reason of such transmission; and
- 16.9.2. the period of employment which the employee has had with the transmitter or any prior transmitter will be deemed to be service of the employee with the transmittee.
- 16.9.3. In this clause, business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

PART 4 – HOURS OF WORK AND OVERTIME

17. HOURS OF WORK – DAY WORKERS

17.1. The ordinary hours of work:

- (i) will be 38 hours per week or an average thereof;
- (ii) may be between six and ten hours on any one day;
- (iii) will be between the hours of 4.00am and 6.00pm, except that work performed between the hours of 4.00am and 6.00am will attract a penalty of 15%. The daily spread of hours may be altered by up to one hour at either end subject to business operational needs by agreement between the employer and the majority of employees or by agreement between the employer and an individual employee;
- (iv) may be worked on any day Sunday to Friday inclusive, except that an employee who is rostered to work ordinary hours on Sunday will receive a 100% loading for the time worked; and
- (v) no employee will be rostered for ordinary work on more than five concurrent days in any seven-day period.

18. LETTER OF ENGAGEMENT FOR PART TIME EMPLOYEES

For all new part-time employees, the letter of employment will reflect consistent underlying hours they are required to work, as their ordinary hours. All existing part-time employees will be advised in writing of the consistent underlying hours they are required to work, as their ordinary hours. This will be provided to these existing employees, within a 12 month period from the date of certification of this agreement.

19. SHIFT WORK

19.1. Definition

For the purpose of this clause:

19.1.1. **shift worker** means an employee who is rostered on:

- (i) alternating or rotating shifts or a constant shift involving regular ordinary work after 1.00pm on Saturday; or
- (ii) a shift, which commences before 4am or finishes after 6pm;

19.1.2. **seven day shift worker** means an employee who is rostered to and works regularly on Sundays and Public Holidays.

19.1.3. **afternoon shift** is a shift that finishes after 6.00pm and before or at midnight;

19.1.4. **night shift** is a shift that finishes after midnight and before or at 7.00am.

19.2. Ordinary hours

The ordinary hours of work of a shift worker:

19.2.1. will be 38 hours per week or an average thereof over a cycle of shifts; and

19.2.2. may be between six and ten hours on any one day.

19.3. Shift penalties

The following shift penalties apply to a shift worker:

19.3.1. Monday to Friday

Afternoon shift 15%

Night shift 15%

Night shift worked for more than 4 weeks continuously 30%

19.3.2. Saturday

All rostered time that falls wholly between midnight Friday
and midnight Saturday 50%

19.3.3. Sunday

All rostered time that falls wholly between midnight Saturday
and midnight Sunday 100%

19.3.4. Public Holiday

150%

19.4. Public holiday shift

Where shifts fall partly on a public holiday, the shift which has the major portion falling on a public holiday will be regarded as the holiday shift. Except that, by agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on a public holiday may be regarded as the holiday shift.

19.5. Payment during annual leave

Shift penalty payments will be made in respect of any work (other than on public holidays) which an employee would have performed had the employee not been on approved annual leave.

19.6. Payments stand alone

The additional payments prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based upon salary, nor will they be paid with respect to any shift for which any other form of penalty payment is made under this agreement.

19.7. Exchange of shifts

An employee is allowed to exchange duties or shifts or days off, or to perform work for another employee, with the approval of the employee's manager.

19.8. Interval between shifts

Shifts will be arranged so that an employee has a minimum break of 10 hours continuously off work between shifts except in cases of:

- (i) an emergency certified by the employee's manager and notified to the employees concerned by posting the notification in a prominent place; and/or
- (ii) regular changeover of shifts.

19.9. Day off instead of public holiday

A seven day shift worker who is rostered off work on a public holiday will be granted a day's leave in lieu of that holiday within one month after the holiday, if practicable, or paid one day's pay at ordinary rates.

19.10. Roster changes

An employee will be given a minimum of 7 consecutive days' notice of any rostered change, unless the roster change is by agreement between the employer and an individual employee or is necessitated by an emergency or special circumstances for example sick leave, resignations on short notice, dismissals and suspensions.

20. TIME OFF

By agreement between the employer and an employee, an employee may work in excess of ordinary hours to enable time off to be accumulated over a cycle of 4 weeks. The accumulated time off will be taken at a time mutually convenient to the employee and the employer. A maximum of 22 hours 48 minutes may be accumulated. Any hours accumulated in excess of 22 hours 48 minutes will be paid at overtime rates in accordance with *Clause 22 – Overtime*.

21. MEAL AND TEA BREAK

21.1. Meal break

An employee who works a minimum of five (5) consecutive hours will receive an unpaid meal break of a minimum of 30 minutes and not more than 60 minutes, except that:

- 21.1.1. a longer period for the meal break may be arranged by agreement between the employer and an employee or a majority of employees in the workplace concerned; and/or
- 21.1.2. An employee may work in excess of 5 hours, but not more than 6 hours, without a meal break, by agreement between the employer and the employee concerned.

21.2. Tea break

One 10 minute paid tea break per day will be granted to employees, at a time fixed by the employer so as to minimise disruption to operations. A further 10 minute break will be made available to employees who work full time hours.

22. OVERTIME

22.1. Reasonable overtime

- 22.1.1. Subject to *Clause 22.1.2* an employer may require an employee to work reasonable overtime at overtime rates.
- 22.1.2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

22.2. Definition

Overtime is paid for all authorised work outside ordinary hours outlined in *Clause 17* – Hours of work.

22.3. Rate of pay – day workers

The rate of pay for authorised overtime worked will be:

- 22.3.1. Monday to Saturday – time and a half for the first 3 hours and double time thereafter;
- 22.3.2. Sunday – double time;
- 22.3.3. Public Holidays – double time and a half.

22.4. Full time employees

Full time employees are eligible for overtime rates;

- (i) for work in excess of 7 hours 36 minutes on any one day; and /or
- (ii) where an employee is required to work on more than 5 days per week.

22.5 Part time employees

22.4.2. Part-time employees are eligible for overtime rates applicable to full-time employees:

- (i) for work in excess of 7 hours 36 minutes on any one day; and/or,
- (ii) where an employee is required to work on more than 5 days per week; and
- (iii) where an employee is required to work on more than 5 days per week, the minimum engagement for the additional days will be 4 hours.

22.4.3. Work in excess of normal requirements but which does not attract a penalty under *Clause 22.4.2* will be paid at the rate applicable to ordinary work on that day.

22.5. Rest period after overtime

22.5.1. When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

22.5.2. An employee who, because of working overtime in accordance with this clause, does not have at least 10 consecutive hours off between finishing work and the commencement time of work the next day, will not be required to perform work on the next day until 10 hours have elapsed since the conclusion of work. The employee will not incur any loss of pay for ordinary working time occurring during the absence.

22.5.3. If the employee is required to resume or continue to work without having had a 10-hour break in accordance with *Clause 22.5.1* above, the employee will be

paid at the appropriate overtime rate until such time as a ten-hour break is taken. The employee will not incur any loss of pay for ordinary working time occurring during the absence.

22.6. Time off in lieu of overtime

22.6.1. 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.

22.6.2. Overtime taken as time off during ordinary time hours will be taken at the ordinary rate, that is, an hour for each hour worked.

PART 5 – WAGES AND ALLOWANCES

23. JOB CLASSIFICATIONS AND WAGES

23.1. Job classifications and wages

The job classifications covered by this agreement and the respective wage rates are specified in *Schedule A* – Job classifications and wage rates. The wage rates in *Schedule A* include annual leave loading.

23.2. Annual increments

There are currently four classifications within the Decipha wage structure as defined in *Schedule A*. Each of the four classifications has yearly increments contained within. Movement within each classification, to the next yearly increment, will occur on the basis of the employee’s original commencement or anniversary date, or in the instance of promotion to a higher level, the applicable commencement date to that level, subject to a satisfactory performance assessment result. This will occur until an employee reaches the maximum yearly increments of that level.

Movement between levels (e.g. Team Member to Technical Operator) can only occur through promotion or successful appointment to an advertised position.

23.3. Review of classification structure

The classification structure in this agreement has been developed to provide a structure appropriate for the Decipha work environment.

The parties agree to review the classification structure where there is a genuine business need with a view to enhancing the Decipha business and promoting skill and career development of Decipha employees.

23.4. Junior rates

An employee who is under 21 years of age and employed in a job classification specified in *Schedule A*, will be paid a wage rate. The wage rate, calculated to the nearest dollar, will be set by applying the appropriate percentage for the age of the employee as specified in Table 1 below, to the minimum total rate fixed by this agreement of an adult employed in the same job.

TABLE 1

Age of Employee	Percentage of Minimum Adult Salary %
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	81
At 20 years	91

24. EMPLOYEE DUTIES

The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training, consistent with the relevant job classification.

Any such direction will be consistent with the employer's responsibility to provide a safe and healthy work environment.

25. PAYMENT OF WAGES

25.1. Wages will be paid:

25.1.1. Fortnightly, at the fortnightly equivalent of the annual rates prescribed; and

25.1.2. By electronics funds transfer into a financial institution nominated by the employee.

26. ALLOWANCES

26.1. First aid allowance

Employees appointed as first aiders will be paid an allowance as specified in *Schedule B* – First aid allowance.

26.2. Mixed functions

26.2.1. An employee who is required to temporarily perform the work of a higher classification level will be paid at the rate corresponding to that higher level for the time actually worked at that higher level.

26.2.2. An allowance paid under this clause will be regarded as salary for the purposes of calculating penalty payments.

26.3. Overtime meal allowance

26.3.1. An employee will be paid an overtime meal allowance as specified in *Schedule C* Overtime meal allowance, when the employee has not been provided with written advice of the requirement to work overtime during his or her previous work period and is required to work at least:

(i) 1 hour of overtime continuous with ordinary work. In determining whether or not an overtime attendance is continuous with ordinary work, unpaid meal breaks are to be disregarded; or

(ii) 5 hours overtime on a day the employee is not rostered for ordinary work.

(iii) An additional 5 hours overtime on a day which eligibility for payment of a first meal allowance has already been established under *Clauses 26.3.1.(i) & 26.3.1(ii)* above.

26.3.2. For a part-time employee, only work that attracts an overtime penalty rate counts as overtime under *Clause 26.3.1* for the purpose of an overtime meal allowance.

26.4. Travel allowance

26.4.1. Where an employee is required to travel to perform work on more than one site (Decipha or Client) per day, and either uses their own private motor vehicle, or public transport to attend the additional or secondary site (Decipha or Client) the employee will be entitled to be reimbursed for mileage. The calculation for mileage will be based on the rates in line with the Australian Taxation Office's Rates per business kilometre table. If public transport

fares are incurred for travel to the additional or secondary site, the actual cost of the fares will be reimbursed subject to the provision of transport tickets or receipts. Such instances may include employees required to travel to more than one site per day to perform relief functions, or to cover for unplanned employee absences.

In such instances, the employee will be paid at their rate of pay for the time incurred during travel to the secondary location.

- 26.4.2. Travel allowance or parking reimbursement is also available in accordance with **Clause 26.4.1** where an employee working on a particular day is required to work at a secondary work location on a temporary basis. In such circumstances the mileage or travel allowance for that day is limited to the difference (if any) between the kilometres/cost travelled to and from home to the initial place of work and the kilometres/cost distance travelled to and from home to the second place of work. The payment will be made for the difference in incremental kilometres/cost travelled and will include reimbursement for any parking costs incurred at this temporary location. Such instances include circumstances where an employee is required to change their work arrangements on a temporary basis (for a period of up to 4 weeks) to provide relief to cover planned leave or unplanned absences.

26.5. Forklift Allowance

An employee will be paid a forklift allowance as specified in **Schedule D**. The allowance will be paid on a daily basis to employees as allocated on a roster basis, and will apply to employees who are rostered to perform forklift duties. This allowance also applies in instances where an employee is required to cover for planned or unplanned absences on an ad hoc basis.

PART 6 – TYPES OF LEAVE AND PUBLIC HOLIDAYS

27. ANNUAL LEAVE

27.1. Entitlement

- 27.1.1. A full time employee will receive 152 hours annual leave per annum, which will accrue progressively from the employee's commencement date, unless otherwise adjusted in accordance with the Fair Work Act. Annual leave for part time employees will be on a pro rata basis.
- 27.1.2. Annual leave accrued may be taken on a pro rata basis subject to operational requirements.
- 27.1.3. An employee can be required to take annual leave in consecutive days for operational or audit reasons.
- 27.1.4. Ordinarily, leave is to be taken within 12 months of accrual.
- 27.1.5. Decipha Pty Limited reserves the right to direct employees to take annual leave in certain circumstances where excessive leave has accrued.

27.2. Timing of annual leave

An employee will be allowed to take annual leave in whole or in part, at a time convenient to the employee, consistent with the operational requirements of the employer.

27.3. Annual leave exclusive of public holidays

The annual leave provided in *Clause 27* and *Clause 28* is exclusive of public holidays.

27.4. Payment on termination

An employee whose services are terminated for any reason and who is entitled to accumulated annual leave in accordance with *Clause 27* and *Clause 28* (if applicable), will be paid out that leave.

28. ANNUAL LEAVE - SEVEN DAY SHIFT WORKERS

28.1. Additional annual leave

- 28.1.1. In addition to the period of annual leave prescribed in *Clause 27* – Annual leave, seven day shift workers, that is, shift workers who are rostered and work regularly on Sundays and Public holidays, are allowed an additional 38 hours of annual leave.
- 28.1.2. Where a seven-day shift worker works an overtime shift on a Sunday, that will constitute Sunday work for the purposes of this clause, providing the overtime shift is of a duration that is not less than four (4) hours subject to the provisions in *Clauses 13.4* – Part-Time Employees and *13.6* – Casual Employees.
- 28.1.3. Where a rostered overtime shift commences on a Saturday and extends into Sunday or commences on a Sunday and extends into Monday, it is deemed to be a Sunday overtime shift for the purposes of *Clause 28* – Annual Leave – Seven Day Shift Workers.

28.2. Pro rata entitlement

- 28.2.1. Where a seven-day shift worker is rostered to work, and works on less than 10 Sundays during the actual period, the shift worker is entitled to pro rata additional leave at the rate of 1/10th of a working week in respect of each Sunday worked.
- 28.2.2. Where a seven-day shift worker is a part-time employee, and works less than 10 Sundays during the accrual period, entitlement to the additional annual leave in *Clause 28.1.1* shall apply pro-rata to the part-time employee on the basis that ordinary weekly hours for full time employees are 38.

29. LEAVE AS DIRECTED

Where operational requirements necessitate or an employee cannot usefully be employed because of a breakdown of machinery or any stoppage of work for any cause for which the employer cannot be held responsible, the employer may roster an employee to take leave at a nominated time, whether or not the employee has made an application.

30. CASHING OUT OF ANNUAL LEAVE

An employee can cash-out Annual Leave subject to the following provisions:

- (i) Paid annual leave must not be cashed out if the cashing out results in the employee's remaining accrued annual entitlement to paid annual leave being less than 4 weeks; and
- (ii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

- (iii) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee had forgone; and
- (iv) The amount of annual leave to be cashed out must be a minimum of 1 week.

31. PUBLIC HOLIDAYS

31.1. Designated holidays

31.1.1. The following days will be observed as public holidays:

- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (ii) the following days, as prescribed in the relevant States, Territories and localities:
 - Australia Day,
 - Anzac Day,
 - Queen's Birthday and
 - Eight Hours' Day or Labour Day; and
- (iii) in addition to the holidays prescribed in *Clauses 31.1.1(i)* and *31.1.1(ii)* above, the following days will be observed as Public holidays:

31.1.2. **New South Wales:** the day that Australia Post observe as the additional Public Holiday will be the day adopted by Decipha Pty Limited;

31.1.3. **Victoria:** Melbourne Cup Day;

31.1.4. **Queensland:** Royal National Show;

31.1.5. **South Australia:** Adelaide Cup Day;

31.1.6. **Western Australia:** Foundation Day;

31.1.7. **Tasmania:** Royal Hobart Regatta (Southern Tasmania) or Recreation Day (Northern Tasmania);

31.1.8. **Northern Territory:** Picnic Day and May Day;

31.1.9. **ACT:** Canberra Day.

31.2. Substitute holidays

31.2.1. Christmas Day

When Christmas Day falls on Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.

31.2.2. Boxing Day

When Boxing Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.

31.2.3. New Year's Day or Australia Day

When New Year's Day or Australia Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

31.3. Payment for work on substituted day

Where 25 December or 26 December falls on a Saturday or Sunday and another day is provided as a substitute holiday under the provisions of *Clauses 32.2.1* or *31.2.2*

above, an employee who works on both 25 December and the substitute day and/or 26 December and the substitute day will only be paid at the Public holiday rate for work on 25 December and/or 26 December.

- 31.3.1. The payment for work on the substitute day will be in accordance with *Clause 17* – Hours of work or *Clause 22* – Overtime.

31.4. Substitution of public holidays by agreement

The employer and an individual employee may agree to the employee taking another day as the public holiday, in lieu of the day that is being observed as a public holiday in the employee's workplace.

31.5. Public holiday duty

- 31.5.1. Where the ordinary hours of a permanent or fixed term employee fall on a public holiday and the employee does not perform work, the employee will not lose pay for the day.
- 31.5.2. Where the employee works on the public holiday he or she will be paid the public holiday penalty of 150% in addition to the employee's ordinary rate of pay; and
- 31.5.3. the minimum extra payment payable for ordinary work on a public holiday for each separate attendance will be for four (4) hours subject to the provisions in *Clauses 13.4* and *13.6*.

31.6. Local Holidays

31.6.1. Local substitution holiday

Where in a State or Territory or Locality within a State or Territory, another day is declared or prescribed in substitution for a holiday mentioned in this clause, then that day will be deemed to be the holiday for the purpose of this Agreement.

31.7. Additional Holidays

Where in a State or Territory or Locality, Public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this agreement.

32. PERSONAL LEAVE

32.1. Eligibility

Subject to *Clause 32.4* – Leave for personal injury or illness (Sick leave) and *Clause 32.5* – Carer's leave, paid personal leave is available to an employee when the employee is absent:

- 32.1.1. due to personal illness or injury (Sick leave); or
- 32.1.2. for the purposes of caring for an immediate family (as defined in *Clause 32.5.2*) or a household member because of illness or injury and requires the employee's care and support or who requires care due to an unexpected emergency (Carer's leave).

32.2. Entitlement

- 32.2.1. A full time employee will receive 76 hours of personal leave per annum, which will accrue progressively from the employee's commencement date, unless otherwise adjusted in accordance with the Fair Work Act. Personal leave for part time employees will be on a pro rata basis.

32.3. Accrual

Unused personal leave is cumulative.

32.4. Leave for personal injury or illness

32.4.1. Eligibility

The employer may grant an employee leave of absence on account of personal illness or injury (Sick leave) without deduction from normal pay, subject to the following conditions:

- (i) an application for sick leave must be submitted in the prescribed manner;
- (ii) a certificate from a duly qualified medical practitioner or other evidence approved by the employer must support an application for sick leave;
- (iii) the employee's manager or another nominated employee is informed, prior to the employee's scheduled starting time, if practicable, of the employee's inability to attend for work; and
- (iv) sick leave credits, determined in accordance with this clause, are available.

32.4.2. Sick leave without certificate

- (i) Despite *Clause 32.4.1(ii)* and subject to the availability of credits, the employer may grant sick leave without production of a medical certificate for up to two separate single days of 7 hours and 36 minutes in any sick leave year.
- (ii) Despite the provisions of this clause, a medical certificate must be provided for any sick leave absence that occurs immediately before or following a public holiday or time off under *Clause 20*.
- (iii) Except as provided in *Clause 32.4.1(ii)* above, where sick leave is granted without production of a medical certificate, such leave is without pay.

32.4.3. Illness on public holiday

Sick leave taken on a public holiday, which, but for the personal leave, would have been observed, is not debited.

32.4.4. Illness during annual leave

If an employee produces satisfactory medical evidence of illness during annual leave, the absence will be recorded as sick leave and annual leave recredited accordingly, provided:

- (i) the employee produces a medical certificate covering the period in question;
- (ii) the medical certificate indicates the employee was unfit for work;
- (iii) sick leave for not less than 7 hours 36 minutes was needed;
- (iv) sick leave credits are available; and
- (v) the medical evidence is provided at the time of illness, or, if that is not possible, as soon as practicable thereafter.

32.4.5. Failure to produce satisfactory evidence

Despite anything else contained in this clause, where an employee has failed to produce satisfactory evidence to support an application for sick leave, the employer may direct that employee, in writing, that all future applications for sick leave for

such period as is specified in the direction must be supported by evidence in accordance with *Clause 32.4.1(ii)*.

32.4.6. Requirement to provide medical report or attend a medical examination

The employer may require an employee to provide a medical report or undergo an examination by a medical practitioner nominated by the employer where the employee:

- (i) may be a danger to him or herself, other employees or members of the public due to the employee's state of health; or
- (ii) has been absent through illness for an extended period.

32.4.7. Timing of medical report

An employee who is required to provide a medical report or undergo a medical examination under *Clause 32.4.6* must do so as soon as practicable.

32.4.8. Direction to take sick leave

On receipt of the medical report, the employee may be directed to take sick leave for a specified period, or, if already on sick leave or other leave, the employee may be directed to continue on leave for a specified period, and the absence will be regarded as sick leave.

32.5. Carer's leave

32.5.1. Eligibility

- (i) An employee with responsibilities in relation to either members of their immediate family (as defined in *Clause 32.5.2* below) or members of their household who require the employee's care and support when such persons are ill or injured or who requires care and support due to an unexpected emergency, is entitled to use personal leave for the purposes of carer's leave subject to;
 - (ii) the person being:
 - a. a member of the employee's immediate family; or
 - b. a member of the employee's household; and
 - (iii) the employee:
 - a. being responsible for the care of the person concerned; and
 - b. establishing, by the production of a medical certificate, the illness or injury of the person concerned and that the illness or injury is such as to require the employee's care.
 - c. for carer's leave of a single day's duration, where it is not feasible to obtain a medical certificate for that single day's absence, the employee may instead provide a statutory declaration establishing the illness or injury of the person to whom the carer's leave relates and indicating that the employee is responsible for the care of the person concerned.
 - d. when taking carer's leave to care for members of their immediate family or household who require care due to an unexpected emergency must, if required by Decipha Pty Limited, establish by production of documentation acceptable to Decipha Pty Limited or a statutory declaration of the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee is not entitled to take carer's leave under this clause if another person has taken leave to care for the same person.

32.5.2. Definition of immediate family

For the purpose of *Clause 32.5.1* above, the term immediate family includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with an employee as the partner of that employee who lives with the employee on a bona fide domestic basis; and
- (ii) child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

32.5.3. Leave credit

Each day or part day is deducted from the employee's personal leave credit.

32.5.4. Unpaid leave

Where an employee has exhausted all paid personal leave credits, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are ill or injured and require care and support or who require care due to an unexpected emergency. Decipha Pty Limited and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days per occasion, provided the requirements of *Clause 32.5.1 (ii) a, b, c and d and 32.5.5* are met.

32.5.5. Prior notice

The employee will, wherever practicable, give the employer notice of the leave prior to the absence, the name of the person requiring care and his or her relationship to the employee, the reasons for taking such leave and the estimated length of absence. If this is not practicable, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

33. LONG SERVICE LEAVE

Long Service Leave entitlements and conditions are in accordance with local State/Territory legislation in place and applying from time to time.

34. COMPASSIONATE LEAVE

34.1. Entitlement

An employee is entitled to up to two days (and in the case of a death, up to three days) of paid compassionate leave for each occasion (a permissible occasion), subject to the production of satisfactory evidence required by Decipha Pty Limited, when a member of the employee's immediate family, or a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

34.2. Taking of compassionate leave

34.2.1. An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in *Clause 34.1*
- (ii) after the death of the member of the employee's immediate family or household referred to in *Clause 34.1*.

34.3. An employee must give Decipha Pty Limited notice of taking compassionate leave:

- (i) as soon as practicable (which may be a time after the leave has started); and
- (ii) provide details of the period or expected periods of the leave.

34.4. An employee may take compassionate leave for a particular permissible occasion if the leave is taken as:

- (i) a single continuous period; or
- (ii) separate periods of 1 day each up to the total number of days; or
- (iii) any separate periods to which the employee and Decipha Pty Limited agree.

34.5. Personal illness or injury

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

34.6. Immediate family

The term immediate family has the same meaning as is contained in *Clause 32.5.2*.

35. COMMUNITY SERVICES LEAVE

35.1. Entitlement to be absent from employment for engaging in eligible community service activity

35.1.1. An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (i) the period consists of one or more of the following:
 - (a) time when the employee engages in the activity;
 - (b) reasonable travelling time associated with the activity;
 - (c) reasonable rest time immediately following the activity; and
- (ii) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

35.2. Meaning of eligible community service activity

35.2.1. General

Each of the following is an *eligible community service activity*:

- (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (ii) a voluntary emergency management activity under *Clause 35.2.2*; or
- (iii) an activity prescribed in regulations made for the purpose of *Clause 35.2.4*.

35.2.2. Voluntary emergency management activities

An employee engages in a voluntary emergency management activity if, and only if:

- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (iv) either:
 - (a) the employee was requested by or on behalf of the body to engage in the activity; or
 - (b) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

35.2.3. A recognised emergency management body is:

- (i) a body, or part of a body, that has a role or function under a plan that:
 - (a) is for coping with emergencies and/or disasters; and
 - (b) is prepared by the Commonwealth, a State or a Territory; or
- (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (iii) any other body, or part of a body, a substantial purpose of which involves:
 - (a) securing the safety of persons or animals in an emergency or natural disaster; or
 - (b) protecting property in an emergency or natural disaster; or
 - (c) otherwise responding to an emergency or natural disaster; or
- (iv) a body, or part of a body, prescribed by the regulations;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Clause.

35.2.4. Regulations may prescribe other activities

The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.

35.3. Notice and evidence requirements

35.3.1. Notice

- (i) An employee who wants an absence from his or her employment under this section must give his or her employer notice of the absence.
- (ii) The notice:
 - (a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
 - (b) must advise the employer of the period, or expected period, of the absence.

35.3.2. Evidence

An employee who has given Decipha Pty Limited notice of an absence under *Clause 35.3.1.* must give evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

35.3.3. Compliance

An employee's absence is not covered under this section unless the employee complies with section *Clause 35.3.*

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988.*

35.4. Payment to employees (other than casuals) on jury service

35.4.1. This section applies if:

- (i) in accordance with *Clause 35*, an employee is absent from his or her employment for a period because of jury service; and
- (ii) the employee is not a casual employee.

35.4.2. Subject to *Clauses 35.4.3, 35.4.4* and *35.4.5* Decipha Pty Limited will pay the employee at the base rate of pay for the employee's ordinary hours of work in the period.

35.4.3. Decipha Pty Limited requires the employee to give the employer evidence that would satisfy a reasonable person:

- (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
- (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

35.4.4. In accordance with *Clause 35.4.3*:

- (i) the employee is not entitled to payment under *Clause 35.4.2* unless the employee provides the evidence; and
- (ii) if the employee provides the evidence - the amount payable to the employee under *Clause 35.4.2* is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

35.4.5. If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:

- (i) the employer is only required to pay the employee for the first 10 days of absence; and
- (ii) the evidence provided in response to a requirement under *Clause 35.4.3* need only relate to the first 10 days of absence; and
- (iii) the reference in *Clause 35.4.4* to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

36. PARENTAL LEAVE

36.1. Provisions

36.1.1. Subject to the terms of this clause, employees are entitled to Maternity, Paternity and Adoption Leave and to work part-time in connection with the birth or adoption of a child.

36.1.2. The provisions of this clause apply to permanent and fixed term full-time and part-time employees and eligible casual employees, but do not apply to other casual employees.

36.1.3. An **eligible casual employee** means a casual employee:

- (i) employed by Decipha Pty Limited on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

36.1.4. For the purposes of this clause, continuous service is work for Decipha Pty Limited on a regular and systematic basis (including any period of authorised leave or absence).

36.1.5. Decipha Pty Limited must not fail to re-engage a casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

36.1.6. The rights of Decipha Pty Limited in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.2. Definitions

36.2.1. For the purpose of this clause, child means a child of the employee under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

- (i) Subject to *Clause 36.2.1(ii)* in this clause spouse includes a de facto or former spouse.
- (ii) In relation to *Clause 36.7- Adoption Leave*, spouse includes a de facto spouse but does not include a former spouse.

36.3. Basic entitlement

After twelve months continuous service, an employee who becomes a parent is entitled to a total of 52 weeks parental leave in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

36.4. Maternity leave

36.4.1. For females, paid maternity leave is applicable for a period of six weeks, under the following conditions:

- (i) the employee provides a medical certificate from a registered medical practitioner, stating that she is pregnant and the expected date of the birth;
- (ii) the employee has been continuously employed by Decipha Pty Limited for at least 12 months;
- (iii) the payment will consist of six weeks' pay at the normal rate of pay

36.5. Special Maternity Leave

Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then an employee may take unpaid Special Maternity Leave for such periods as a registered medical practitioner certifies as necessary.

36.6. Paternity Leave

36.6.1. An employee is entitled to unpaid Paternity Leave for up to 52 weeks after the birth of a child of a spouse.

36.6.2. An employee will provide to Decipha Pty Limited at least ten weeks prior to each proposed period of Paternity Leave, with:

- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (ii) written notification of the dates on which he proposes to start and finish the period of Paternity Leave.

36.6.3. The employee will not be in breach of *Clause 36.6.2* if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

36.7. Adoption Leave

36.7.1. An employee is entitled to unpaid adoption leave for up to 52 weeks after the adoption of a child.

- 36.7.2. The employee will notify Decipha Pty Limited at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 36.7.3. Decipha Pty Limited may require an employee to provide confirmation from the appropriate government authority of the placement.
- 36.7.4. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify Decipha Pty Limited immediately and Decipha Pty Limited will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 36.7.5. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 36.7.6. An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and Decipha Pty Limited should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, Decipha Pty Limited may require the employee to take such leave instead.

36.8. Variation of period of parental leave

Unless agreed otherwise between Decipha Pty Limited and the employee, an employee may apply to Decipha Pty Limited to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

36.9. Parental leave and other entitlements

- 36.9.1. An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under *Clause 36.13.1*.
- (i) managers will grant any application for access to these leave credits for up to one week for paternity leave or adoption leave purposes during the period within 3 weeks of the birth or adoption. The employee is to provide the manager with appropriate evidence of the birth or adoption of the child as well as appropriate notice; and
 - (ii) managers will be encouraged to give favourable consideration to any application by an employee for use of accrued annual leave or long service leave credits in excess of one week for paternity leave and adoption leave purposes, subject to sufficient notice being given by the employee of the expected commencement date of such leave and the period of leave to be taken.

36.10. Transfer to a safe job

- 36.10.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to

continue at her present work, the employee will, if Decipha Pty Limited deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of maternity leave.

36.10.2. If the transfer to a safe job is not practicable, the employee may elect, or Decipha Pty Limited may require the employee to commence maternity leave for such period as is certified necessary by a registered medical practitioner.

36.11. Returning to work after a period of parental leave

36.11.1. An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

36.11.2. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to **Clause 36.10**, the employee will be entitled to return to the position they held immediately before such transfer.

36.11.3. Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

36.12. Replacement employees

36.12.1. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

36.12.2. Before Decipha Pty Limited engages a replacement employee, it must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

36.13. Right to request

36.13.1. An employee entitled to parental leave pursuant to the provisions of this clause may request Decipha Pty Limited to allow the employee:

- (i) to extend the period of unpaid Maternity Leave, Paternity Leave or Adoption Leave by a further continuous period of leave not exceeding 12 months;
- (ii) to return from a period of parental leave with a change in working arrangements (including on a part-time basis) while the child:
 - a. is under school age; or
 - b. is under 18 and has a disability

to assist the employee in reconciling work and parental responsibilities.

36.13.2. Decipha Pty Limited shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Decipha Pty Limited's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.13.3. The employee's request must be provided for in writing at least four weeks before the end of the available parental leave period and Decipha Pty Limited's decision made under **Clause 36.13.1** must be recorded in writing.

36.13.4. Where an employee wishes to make a request under **Clause 36.13.1(ii)**, such a request must be made in writing as soon as possible but no less than seven weeks

prior to the date upon which the employee is due to return from parental leave and Decipha Pty Limited's decision must be recorded in writing.

36.14. Communication during parental leave

36.14.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Decipha Pty Limited shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

36.14.2. The employee shall take reasonable steps to inform Decipha Pty Limited about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

36.14.3. The employee shall also notify Decipha Pty Limited of changes of address or other contact details which might affect Decipha Pty Limited's capacity to comply with *Clause 36.14.1*.

37. LEAVE TO ATTEND AS WITNESS IN INDUSTRIAL PROCEEDINGS

37.1. Eligibility and entitlement

Leave without deduction from ordinary pay will be granted to any employee summoned to appear as a witness in proceedings under the *Fair Work Act*, as may be amended from time to time. The leave will be only for such time as that employee is necessarily absent from work attending as a witness.

37.2. Period of service

Leave granted under this clause will count for all purposes as period of service.

38. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

38.1. Employees may request a change in working arrangements

38.1.1. An employee who is a parent or has responsibility for the care of a child may request the employer for a change in working arrangements to assist the employee to care for the child if the child:

- (i) is under school age; or
- (ii) is under 18 and has a disability.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

38.1.2. The employee is not entitled to make the request unless:

- (i) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or

- (ii) for a casual employee—the employee:
 - (a) is a long term casual employee of the employer immediately before making the request; and
 - (b) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

38.2. Formal requirements

38.2.1. The request must:

- (i) be in writing; and
- (ii) set out details of the change sought and of the reasons for the change.

38.3. Agreeing to the request

38.3.1. The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

38.3.2. The employer may refuse the request only on reasonable business grounds.

38.3.3. If the employer refuses the request, the written response under *Clause 38.3.1.* must include details of the reasons for the refusal.

PART 7 – EMPLOYEE LEARNING & DEVELOPMENT

39. SKILLS DEVELOPMENT

39.1. Induction training

Decipha Pty Limited is committed to providing induction training and ongoing development programs relevant to the current and future skill requirements of the workplace so as to ensure that employees:

- 39.1.1. fully understand and contribute effectively to the work environment;
- 39.1.2. fully understand what is expected of them in terms of both quality and quantity of output; and
- 39.1.3. are provided with recognised skills and knowledge necessary to perform their jobs efficiently, effectively and safely.

39.2. Industry skills development

39.2.1. General

- (i) The enhancement and acquisition of work related skills through appropriate training, both in-house and external, is an important component of any employee's career development and overall work performance.
- (ii) The parties to this Agreement recognise that training provides a long term benefit to both the individual employee and the employer. Through training, the individual employee has the ability to enhance skills development providing him or her with career development opportunities.

39.2.2. Recognition of current competency

- (i) Job related skills, knowledge and attributes prescribed for related job designations within the Decipha structure, will be identified through recognition of current competency or prior learning. Development will address assessed gaps, through on-the-job training wherever possible.

39.3. Access to training

- (i) All workplace skills training and assessment will be conducted where possible during workers' normal hours and treated and paid as time worked. All costs and expenses related to the training and assessment will be met by the employer. Where an employee is required to attend training out of hours the training time will be treated as paid time in accordance with the provisions of this Agreement.
- (ii) Employee participation in industry training to facilitate career progression, whilst encouraged, is voluntary.

PART 8 – POSITION PROFILES

The parties agree to review the existing position profiles against the actual operational requirements of the business and make whatever amendments are mutually agreed.

SCHEDULE A – JOB CLASSIFICATIONS AND WAGE RATES

Level	Designation	Year	Weekly/Hourly Wage Rates(\$)					
			01/07/10	01/07/10	01/07/11	01/07/11	01/07/12	01/07/12
1	Team Member							
		1	653.29	17.19	674.85	17.76	697.12	18.35
		2	670.11	17.63	692.23	18.22	715.07	18.82
		3	687.32	18.09	710.00	18.68	733.43	19.30
		4	704.43	18.54	727.67	19.15	751.69	19.78
2	Technical Operator							
		1	728.91	19.18	752.97	19.81	777.81	20.47
		2	749.24	19.72	773.96	20.37	799.50	21.04
		3	769.62	20.25	795.02	20.92	821.25	21.61
		4	789.98	20.79	816.05	21.47	842.97	22.18
3	Quality Leader							
		1	804.53	21.17	831.08	21.87	858.51	22.59
		2	832.45	21.91	859.92	22.63	888.30	23.38
		3	860.32	22.64	888.71	23.39	918.04	24.16
		4	888.25	23.37	917.56	24.15	947.84	24.94
		5	916.05	24.11	946.28	24.90	977.51	25.72
4	Supervisor							
		1	949.52	24.99	980.86	25.81	1,013.22	26.66
		2	987.26	25.98	1,019.84	26.84	1,053.49	27.72
		3	1,026.35	27.01	1,060.22	27.90	1,095.21	28.82
		4	1,065.78	28.05	1,100.95	28.97	1,137.28	29.93
		5	1,105.22	29.08	1,141.70	30.04	1,179.37	31.04

SCHEDULE B – FIRST AID ALLOWANCE (Clause 26.1)

Current	1/07/2011	1/07/2012
\$8.77	\$9.06	\$9.36

SCHEDULE C – OVERTIME MEAL ALLOWANCE (Clause 26.3)

Current	1/07/2011	1/07/2012
\$8.70	\$8.99	\$9.28

SCHEDULE D – FORKLIFT ALLOWANCE (Clause 26.5)

1/07/2011	1/07/2012
\$4.05	\$4.18

NB - As this allowance is not part of the previous Enterprise Agreement, the 3.3% adjustment will only be applicable from 1 July 2012.

SCHEDULE E – BENEFIT DISTRIBUTION

During the life of this agreement wage rates shall be adjusted as follows:

1 July 2011	3.3% increase
1 July 2012	3.3% increase

All wage increases as outlined in this agreement, will be applied from the commencement of the first pay period that falls on or after the effective date of the increase.

SCHEDULE F – GUIDELINES ON ROLE, RIGHTS RESPONSIBILITIES AND SUPPORT FOR UNION DELEGATES

Decipha recognises the role unions play in the workplace and the right of union delegates to represent union members in the workplace.

These guidelines set out the role, rights and responsibilities expected of union delegates and the support provided for union delegates by Decipha Pty Limited.

Role

The role of union delegates is to represent the collective and individual interests of union members. Some examples of specific functions of union delegates include:

- understanding agreement conditions and representing employee issues concerning the application of the agreement conditions;
- representing union members' local grievances to local supervisors and managers;
- conducting discussions with local management to resolve local grievances;
- participating in joint union-management consultative processes;
- meeting, communicating with and interviewing members to ascertain issues; and
- explaining to local members regarding their rights and entitlements (agreement conditions, HR policy, OH&S policy etc).

Rights/Entitlements

Union delegates shall be entitled to the following:

- the right to formal recognition by management that endorsed union delegates represent union members in the workplace;
- the right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
- the right during working hours to perform delegate duties subject to the following principles:
 - such activities must not disrupt operations;
 - the union delegate must not leave his or her work station and must not cease normal duties without prior discussion and agreement with the designated manager or supervisor;
 - agreement won't be withheld unreasonably, but it is expected that to the extent practicable, the role of the union delegate will be done in the delegate's own time;
 - the period of work time proposed to undertake delegate duties must be discussed and agreed with the delegate's workplace manager in each instance. Subject to operational

requirements, a reasonable period of time will normally be allowed which may vary depending on the issue and the seriousness of it. As a guide, 15 minutes of paid time per shift may be used for delegate duties. However, the actual period may be shorter but where the issue is serious, longer periods may be appropriate.

- the right to request appropriate information that is relevant to a member's issue;
- the right to represent local workplace grievances of union members and support the member where requested;
- the right to interview a member to ascertain the facts about an issue;
- the right to consult with management on local workplace matters affecting the interests of union members consistent with these guidelines;
- the right to meet with union member(s) during their own time (ie during lunch/tea breaks and before / after normal shift times);
- the right to be paid their normal hourly rates for any time discussed and agreed with management that is spent during ordinary working hours in the performance of their duties as union delegates;
- the right to paid leave to attend union courses (which include courses for union delegate training), which conform to the provisions of *Clause 12.7* of the Decipha Enterprise Agreement 2011 – 2013. This right is subject to prior approval of the workplace manager and the operating requirements of Decipha Pty Limited;
- the entitlement to paid leave where summoned to appear as a witness in proceedings under the Fair Work Act. The leave shall only be for such time as the delegate is necessarily absent from duty attending as a witness. The union delegate must advise their workplace manager, who will in turn advise the National Human Resources Manager of such requirements.
- the right to place union authorised information on notice boards located in the workplace. Decipha retains the right to reject and remove any material that is not in relation to agreement related matters or that has not been properly authorised by the relevant State Secretary of the union.

Responsibilities

In turn a union delegate has an obligation to:

- comply with agreements reached between Decipha Pty Limited and the union, including dispute resolution procedures;
- not leave his or her work station to perform any delegate duty prior to discussing and reaching agreement with his or her supervisor or workplace manager;
- conduct himself or herself at all times consistent with the standards described in the code of ethics;

- represent issues raised by union members initially with the local supervisor/ manager, unless it would be inappropriate in the circumstances, in which case the issue would be represented to the next level of manager;
- attend to duty and carry out instructions in the same manner as any other employee, subject to time off the job that has been agreed for delegate's duties;
- union delegates are also encouraged to understand employment conditions, OH&S requirements and Decipha Pty Limited's harassment, equal employment opportunity, rehabilitation and other policies as these apply to the workplace;

Support

Decipha shall provide the following support for union delegates:

- **Attendance at an industrial tribunal**
 - participation in or attendance at Fair Work Australia proceedings other than as a witness would normally be approved on a leave without pay basis, subject to operational requirements;
 - Decipha Pty Limited may provide for paid time if, in the particular circumstances, there is prior request from the union for payment for a delegate attending Fair Work Australia proceedings and where Decipha Pty Limited considers that this will assist in resolution of a matter;
 - where a union delegate is requested by the union to participate in or attend a Fair Work Australia proceeding during normal rostered working hours, the union delegate must advise and seek approval in advance from their workplace manager.
- **Access to communication facilities**
 - the extent of access arrangements to communications equipment such as phone, fax and e-mail and photocopying facilities will be determined at the local site level;
 - a union delegate's usage of Decipha Pty Limited IT, communications and photocopying facilities must not be excessive and must comply with Decipha Pty Limited policies.
- **Participation in the union**
 - where a union delegate seeks to be absent from work to participate in the operation of the union, leave without pay may be granted subject to operational requirements;
 - paid time off is not available for union delegates to participate in the operation of the union.
- **Access to new employees/members**
 - Access to new employees/members by union representatives for the purpose of induction will be provided on a 15 minutes per month basis, subject to an agreed time by the relevant workplace manager that is convenient to operational requirements,

Operation of guidelines

The operation of these guidelines at individual Decipha Pty Limited sites will be subject to union delegates acting in accordance with these guidelines and relevant Decipha Pty Limited policies.

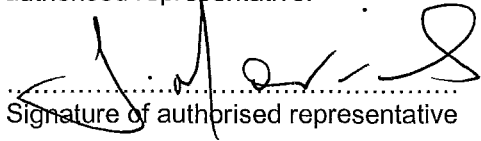
The parties at the workplace level recognise that effective and reasonable working arrangements should apply to the structure and operation of the delegate's role in the workplace.

If the parties are unable to agree on appropriate operational arrangements for workplace delegates, Decipha Pty Limited reserves the right to limit the application of the guidelines, or if this is not practicable, not apply provisions of the guidelines within a particular workplace.

Signature Page

Employer

Signed for and on behalf of **Decipha Pty Limited** (ACN 100 126 396) by its authorised representative:


.....
Signature of authorised representative

JOHN WILLIAM MORRIS
NATIONAL HUMAN RESOURCES MANAGER

.....
Full name and position of authorised representative
(BLOCK LETTERS)

1D MARINE PARADE, ABBOTSFORD, VICTORIA, 3067

.....
Address of authorised representative

The above person is authorised by Decipha Pty Limited to sign the agreement on its behalf.

Employee Representatives

Signed for and on behalf of the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia** by its authorised representative:


.....
Signature of authorised representative

IAN BRYANT DIVISIONAL ASSISTANT SECRETARY CEPU

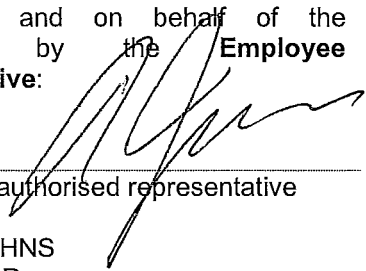
.....
Full name and position of authorised representative
(BLOCK LETTERS)

139 QUEENSBERRY ST CARLTON SOUTH 3053

.....
Address of authorised representative

The above person is authorised by the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia to sign the agreement on its behalf.

Signed for and on behalf of the
Employees by the **Employee**
Representative:


.....
Signature of authorised representative

ROBERT JOHNS
SUPERVISOR

.....
Full name and position of authorised representative
(BLOCK LETTERS)

2, 40-46 MCEVOY STREET, WATERLOO, NSW, 2017

.....
Address of authorised representative

The above person is an authorised representative of the Employees.



A business of Australia Post

27 July 2011

Commissioner Roe
Fair Work Australia

Dear Commissioner Roe,

Re: Decipha Pty Limited Enterprise Agreement 2011-2013

I refer to your correspondence dated 26 July 2011 and subsequent telephone conversation today regarding the Decipha Pty Limited Enterprise Agreement 2011-2013.

In terms of your query regarding Clause 9, Workplace Flexibility, I provide the following undertaking:

"To avoid doubt, Decipha Pty Limited undertakes that the requirements set out in the model flexibility term in Section 203 of the Fair Work Act shall also apply to any **individual** flexibility agreement reached in respect to the matters contained in Clause 9.1.2 of the Agreement."

If you would like any further clarification on the Enterprise Agreement, you are welcome to contact me on 8412 2635.

Yours sincerely,

A handwritten signature in blue ink that reads "J. Morris". The signature is stylized and cursive.

John Morris
National Human Resources Manager