

Committee Secretary  
Senate Standing Committee on Environment and Communications  
PO Box 6100  
Parliament House  
Canberra ACT 2600

Dear Sir/ Madam ,

I supply the following employment documents as part of my response to questions that I have taken on Notice during my submission 12<sup>th</sup> March 2020 at the Senate Inquiry into Media Diversity in Australia.

Employment Contracts with News Corp Australia/ The Cairns Post .

15<sup>th</sup> July 2011

10<sup>th</sup> July 2014

6<sup>th</sup> December 2020

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I make particular note of :

Contract 15<sup>th</sup> July 2011: Standard Terms

Clause 14 Workplace Surveillance :

14.1 The Company notifies you that it carries out ongoing, intermittent surveillance of you use of computer and other electronic systems- including emails, internet and files ( including files stored on your computer).

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

- a) accessing your email accounts or emails
- b) accessing your files
- c) accessing your work computer, storage devices or communications devices.
- d) accessing records...
- e) use of monitoring and logging software.

14.3 You acknowledge that your activities at work may be subject to ongoing and intermittent and /or continuous tracking or camera surveillance and you agree to such surveillance.

14.4 : You agree to the surveillance referred to in this clause 14

Contract 10<sup>th</sup> July 2014: Standard terms  
Clause 15 Workplace surveillance

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

- a) accessing the employees' email accounts or emails
- b) accessing files and other information contained on employees computers, storage devices or communications devices
- c) accessing record of internet usage....
- d) use of monitoring, logging and automatic alerting software and other specialised software.

Contract 6<sup>th</sup> December 2020  
Clause 23 : Workplace surveillance

23.1 The company notifies you that it carries out ongoing, intermittent surveillance of the use of computer and other electronic and communications systems by employees ....

23.2 The surveillance is carried out by all means available which may include:

- d) use of monitoring, logging and automatic alerting software and other specialised software.

23.3 You agree that this surveillance will commence on the date of commencement of your employment under this Agreement.

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I also draw the attention to clause 28 of the agreement

Clause 28 Entire Agreement

28.1 The Agreement

- a) constitutes the entire agreement between you and the company in relation to your employment and any implied contractual duty of the company to act in good faith or reasonably is expressly excluded from forming part of it.

15<sup>th</sup> July 2011

Private & Confidential

Anna Rogers  
C/O Photographics  
The Cairns Post

Dear Anna,

We are pleased to offer you employment with The Cairns Post Pty Ltd ('Company') on the terms set out in this Letter of Offer and in the attached document ('Standard Terms').

1. Position

You will be employed on a part time basis as Photographer or such other position determined by the Company from time to time. Your classification is Grade 2a.

2. Location

You will initially be based at 22-24 Abbott St, Cairns and may be required to work from other locations as required by the Company.

3. Start of employment and termination

Your employment will start on 19<sup>th</sup> July 2011 and continue until terminated in accordance with clause 2 or clause 8 of the Standard Terms.

The required period of notice for clause 8 of the Standard Terms is 4 weeks, or as required by the Enterprise Agreement, whichever is the greater. Even if your position changes during your employment with the Company, the required period of notice will remain as set out in this Letter of Offer.

4. Probation

You will initially be employed on a probationary basis for a period of six months.

5. Duties

You will report to Marc McCormack, Pictorial Editor and will work under the direction of the person in that position or such other position determined by the Company from time to time. You will be required to work closely with each member of the team in which you work.

The Company may change your duties from time to time to meet the requirements of the business. Any changes will be discussed with you.

## 6. Travel

You may be required to travel within Australia, from time to time, to other sites operated by any Group Entity to meet the requirements of the business.

## 7. Hours

You will be required to work an average of 16 hours each week on days and at times required by the Company.

You will initially be required to work on days and at times as follows:

Days	Start and finish times	Hours
Tuesday	9.30	6.30
Wednesday	9.30	6.30

These days and times may be changed by the Company giving you seven days notice in writing.

You may also be required to work reasonable additional hours necessary to properly perform your duties and responsibilities to the standard expected by the Company. You will need to be flexible about when you work. Given the nature of your position, you may be required to work at night, on weekends and on public holidays.

## 8. Remuneration

You are employed under an Salary Arrangement, as provided for under the Enterprise Agreement. As part of this:

you will be paid at an equivalent annualised salary rate of \$61,750 which will be pro rata for part time work. The above rate is calculated to be paid in lieu of particular entitlements under the Enterprise Agreement and therefore your hourly rate of pay will be \$31.25 per hour;

this Salary Arrangement excludes all provisions of the Enterprise Agreement which it is permitted to do. This includes the provisions relating to

- grading reviews;
- the wage increases specified in the Enterprise Agreement;
- allowances;
- the Enterprise Agreement part time work provisions;
- hours of work and roster;
- shift and weekend penalties;
- overtime;
- annual leave loading; and
- distant engagements.

You will be paid monthly, or as otherwise determined by the Company, by electronic funds transfer into your nominated bank or other financial institution account in arrears after deduction of all taxes and levies.

The Company will also make superannuation contributions into a complying superannuation fund at the minimum level required under superannuation legislation.



You are eligible for choice of superannuation fund. When you start work, if you do not make a valid choice or do not wish to make a valid choice, the Company will enrol you as a member of Russell Investments Pty Ltd. You can exercise choice at the start of your employment, and every 12 months after that.

9. Annual Leave

You are entitled to 4 weeks annual leave per year of service with the Company. You are entitled to public holidays – although the Company may require you to work on a public holiday on reasonable grounds, subject to the Enterprise Agreement.

10. Remuneration and performance reviews

A review of your remuneration will usually take place annually, as determined by the Company. The Company may also, at its discretion, conduct a review of your performance.

Any review of your remuneration will be based on a number of factors, which may include your individual performance, the Company's financial performance and market factors.

11. Standard Terms

A copy of the Standard Terms is attached. The Standard Terms comprise part of your contract of employment with the Company.

12. Variation to terms and conditions of employment

The terms and conditions of employment contained in this Letter of Offer and the Standard Terms apply to your employment from your start date until your employment ends or until amended, varied or replaced by a new document which is agreed between you and the Company in writing.

13. Governing law

This Letter of Offer and the Standard Terms are governed by and construed under the laws of Queensland and you and the Company irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.

14. Acceptance of offer

To confirm your acceptance of this offer, please sign the second copy of this Letter of Offer and the Standard Terms which we have attached and return it to Yasmin Graffin, HR Assistant. You should retain the other copy for your own records.

I take great pleasure in welcoming you to The Cairns Post and look forward to working with you.


Yours sincerely,

Nick Trompf  
GENERAL MANAGER  
The Cairns Post Pty Ltd

- I have read this Letter of Offer and the Standard Terms and agree to accept the offer made in this Letter of Offer and the Standard Terms.

In signing this Agreement I confirm that I do not have contractual obligations (including but not limited to any post employment restrictions) to any third party that could:

- (a) prevent me starting my employment on the start date specified in this Letter of Offer; and/or
- (b) restrict my capacity to perform the position specified in this Letter of Offer.

  
Signature of Anna Rogers

21.07.11  
Date

## STANDARD TERMS AND CONDITIONS

### Full Time and Part-Time Editorial staff

These Standard Terms together with the Letter of Offer set out the terms and conditions on which the Company offers you employment.

#### 1. Your duties

##### 1.1 You must:

- (a) serve the Company faithfully and diligently to the best of your ability;
- (b) use your best endeavours to promote the interests, profitability and reputation of the Company;
- (c) act in the Company's best interests and not do anything that is reasonably likely to be harmful to the Company;
- (d) comply with all lawful directions of the Company from time to time;
- (e) comply with all laws applicable to your position and the duties assigned to you; and
- (f) inform yourself of and comply with any applicable Group Entity's policies including OHS and EEO policies, as amended from time to time.

##### 1.2 Without limiting your duties to the Company, you must not:

- (a) act in conflict with the Company's best interests, unless the Company has consented in writing to the existence of that conflict; or
- (b) engage in any business or activity for any Competitor, without the prior written approval of the Company; or
- (c) be involved in any act or omission which restricts or prevents the publication of any Group Entity's products or services. In particular, you must not be involved in any unlawful industrial action (whether or not other employees of any Group Entity are involved in such action) and must work such hours as are necessary to ensure the timely publication of any Group Entity's products and services if other employees are engaged in industrial action.

##### 1.3 In clause 1.2(b):

- (a) 'Competitor' means any person or entity that competes with any Group Entity; and
- (b) 'engage in' means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than 5% in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

- 1.4 You acknowledge that you have no authority to bind any Group Entity or any other entity or person in contract except to the extent that you are from time to time expressly authorised to do so.

#### 2. Probationary employment

- 2.1 If the Letter of Offer states your employment will be on a probationary basis, you will initially be employed subject to a probationary period as set out in the Letter of Offer.
- 2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy the Company that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by the Company.
- 2.3 During the probationary period, you or the Company may terminate your employment by giving one week's notice in writing or by the Company paying you one week of your wages in lieu of notice.

#### 3. Annual leave

- 3.1 You are entitled to annual leave as provided in your letter of offer, read in conjunction with the Enterprise Agreement.
- 3.2 The Company may direct you to take any accrued annual leave by giving one month's notice (which you agree is reasonable) or in accordance with the Act.
- 3.3 Where the Company shuts down any part of its operation, the Company may direct you to take any of your accrued annual leave by giving you 4 weeks' notice. In the event that you do not have sufficient accrued annual leave for the period of the shut down, you agree to take leave without pay to cover the period of the shutdown.

#### 4. Personal/carer's leave

- 4.1 You are entitled to personal/carer's leave in accordance with the Enterprise Agreement, which provides for 15 days personal/carer's leave (10 days cumulative, 5 days non cumulative).
- 4.2 Untaken paid personal /carer's leave will accumulate, with exception of the non cumulative personal/carer's leave, from year to year in accordance with the Enterprise Agreement.
- 4.3 If you have used up all of your entitlements to paid personal/carer's leave, you will be entitled to up to two days unpaid carer's leave for each occasion requiring you to take carer's leave.
- 4.4 You will be required to provide the Company with a medical certificate for absences of one or more days duration unless the Company determines otherwise. Where reasonably practicable, you must notify the Company before commencement of duty of an inability to attend for duty, and advise the nature and estimated duration of the absence.

- 4.5 Any untaken personal leave/carer's leave is not paid out on the cessation of your employment for any reason.
5. **Other leave**
- 5.1 Subject to the Enterprise Agreement and the Letter of Offer, You may be required to work on any public holidays and you agree that this is reasonable.
- 5.2 Your long service leave will accrue in accordance with applicable legislation.
- 5.3 The Company may grant other leave such as parental leave, compassionate leave, jury service leave and community service leave in accordance with the Enterprise Agreement and the Act.
6. **Confidential information**
- 6.1 Subject to subclause 6.2, you must keep confidential all Confidential Information.
- 6.2 You may:
- (a) use Confidential Information solely for the purpose of performing your duties; and
  - (b) disclose Confidential Information only:
    - (i) to persons who are aware and agree that the Confidential Information must be kept confidential or have signed a confidentiality agreement required by the Company from time to time and either:
      - (A) have a need to know (and only to the extent that each has a need to know); or
      - (B) have been approved by the Company; or
    - (ii) that you are required by law to disclose provided that you immediately notify the Company of the disclosure requirements before making the disclosure, or where that is not possible, immediately after making the disclosure.
- 6.3 You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information by any entity or person.
- 6.4 You must provide assistance reasonably requested by any Group Entity in relation to any proceedings any Group Entity may take against any person for unauthorised use, copying or disclosure of Confidential Information.
7. **Intellectual property rights and Moral Rights**
- 7.1 You:
- (a) assign to the Company all existing and future Intellectual Property Rights you may own and which do not vest in the Company by operation of law;

**Ed.L1-10 Standard Terms**

- (b) acknowledge that by virtue of this clause all such existing Intellectual Property Rights are vested in the Company and, on their creation, all such future Intellectual Property Rights will vest in the Company;
  - (c) acknowledge that you may have Moral Rights; and
  - (d) voluntarily and unconditionally consent to all or any acts or omissions by the Company, and its assignees, successors in title, or persons authorised by the Company, which would otherwise infringe your Moral Rights.
- 7.2 You must do all things reasonably requested by the Company to enable the Company to register, exploit and assure further the rights assigned under clause 7.1 including executing all documents, forms and authorisations required to:
- (a) vest the Intellectual Property Rights in the Company;
  - (b) perfect the assignment of Intellectual Property Rights to the Company; and
  - (c) give full effect to this Agreement.
- 7.3 You must disclose to the Company everything in which Intellectual Property Rights may subsist.
- 7.4 You must execute all documents and do all acts and things required by the Company to enable the Company to register, exploit and further assure the rights assigned, and consents given under clause 7.1.
- 7.5 You will do all acts and things required by the Company to assist the Company to enforce the Intellectual Property Rights assigned under clause 7.1, in any claims or proceedings which it may bring in relation to the infringement of those Intellectual Property Rights by any third parties.
- 7.6 You hereby irrevocably appoint the Company and its officers (as defined in the *Corporations Act 2001*) as your attorney to do all things referred to in this clause.
- 7.7 You agree that during your employment by the Company you will use your best endeavours to ensure that you:
- (a) do not infringe the copyright or violate or impinge upon the private and civil or proprietary rights or any other rights recognised in law of any other person, firm or corporation including, without limiting the generality thereof, defamation, or any rights arising under provisions of the *Trade Practices Act 1974*;
  - (b) do not cause the Company to infringe, violate or impinge on such rights; or
  - (c) do not produce, be involved in the production of or broadcast of any materials that contain obscene or defamatory material or any materials that are in contempt of court; and
  - (d) where relevant, keep informed of, observe and comply with the standards and/or codes of practice which are binding on the Company as may from time to time

be applicable to the performance of your duties and functions under this Agreement.

7.8 The provisions of this clause shall survive the termination of your employment.

## 8. Termination

8.1 Your employment may be terminated at any time:

- (a) by you giving to the Company the required period of notice in writing as set out in the Letter of Offer; or
- (b) by the Company giving to you the required period of notice in writing as set out in the Letter of Offer or by paying you an amount of your wages in lieu of the required period of notice or in part by giving you notice and in part by paying you an amount of your wages in lieu of the relevant part of the notice period.

8.2 During the period of notice provided for in subclause 8.1, the Company may, at its discretion, require you to:

- (a) not attend for work; or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with the Company, provided only that you have the necessary skills and competencies to perform the duties; and
- (c) perform such duties at any location at which the Company conducts its business.

8.3 If you have annual leave approved by the Company before you give notice to terminate your employment in accordance with subclause 8.1, at the Company's election, your absence from work during such leave, if taken, will not be counted towards the notice period that you are required to give the Company.

8.4 In addition, the Company may terminate your employment by giving you notice in writing effective immediately if you at any time:

- (a) engage in serious misconduct, including (but not limited to):
  - (i) wilful or deliberate conduct that is inconsistent with the continuation of your employment;
  - (ii) any refusal to perform your duties in accordance with the Company's reasonable directions;
  - (iii) a serious breach of any of the terms of this Agreement;
  - (iv) any act which in the reasonable opinion of the Company is likely to cause significant damage to any Group Entity's reputation;
  - (v) any offence involving dishonesty or which is punishable by imprisonment;

(vi) conduct that causes imminent, or serious, risk to the health or safety of a person or the reputation, viability or profitability of the Company's business;

(vii) theft, fraud or dishonesty;

(viii) being under the influence of alcohol and illegal drugs at work;

(ix) driving a company vehicle or your own vehicle on company business whilst over the prescribed blood alcohol limit; or

(x) refusing to carry out a lawful instruction; or

(b) you fail to disclose that you have contractual obligations (including but not limited to any post employment restrictions) to any third party that could:

(i) prevent you from commencing your employment on the start date specified in the Letter of Offer; and/or

(ii) restrict your capacity to perform the position specified in the Letter of Offer.

8.5 If your employment is terminated under subclause 8.1, the Company will not be required to make any payments to you other than:

- (a) if applicable, a payment in lieu of notice as set out in subclause 8.1;
- (b) if applicable, any redundancy payment the Company is required to make to you under clause 11, or in accordance with the Act;
- (c) any wages due to you for work you have performed up to your last day of work;
- (d) any superannuation contributions payable under applicable legislation in relation to work you have performed up to your last day of work, and where a payment in lieu of notice is made, in relation to that notice period; and
- (e) payment of unused annual leave and/or long service leave to which you have an entitlement under applicable legislation as at your last day of work.

8.6 If your employment is terminated under subclause 8.4, the Company will not be required to make any payments to you other than those specified in subclauses 8.5(c), 8.5(d) and 8.5(e).

8.7 The Company, at its discretion, may suspend you from your employment on full pay for a period of up to seven days, or such greater period as the Company considers necessary, if the Company considers that it is in the best interests of the Company to do so.

## 9. Abandonment

If you fail to report to work for 3 consecutive work days without informing the Company that you will not be attending work, you will be taken to have abandoned your employment as of the last day that you worked.

## 10. What happens after your employment ends

If your employment ends for any reason:

- (a) you must immediately return to the Company all property of any Group Entity (including property leased by any Group Entity) which is in your possession, custody or control including all written or machine readable material, software, computers, computer records, credit cards, keys, motor vehicles, phone, equipment and any document or material containing Confidential Information.
- (b) if you have in your possession information or data belonging to any Group Entity, which is recorded on any computer or on any medium such that it is not capable of delivery to the Company, you must advise the Company of that fact and, subject to the right of the Company to obtain a copy of that information or data, erase that information or data in a manner such that it cannot be accessed, retrieved or reconstructed;
- (c) you must comply with the Company's termination procedure. Subject to the Act, failure to do so will result in a delay in any final payments owing to you;
- (d) the Company may set off any amounts you owe any Group Entity against any amounts the Company owes you at the date of termination except for amounts the Company is not entitled by law to set off;
- (e) your obligations under clauses 6, 7, 10, 12 and 13 continue after your employment ends except, under clause 6, in respect of information that is part of your general skill and knowledge; and
- (f) you must not record any Confidential Information in any form after your employment ends.

## 11. Redundancy

11.1 If your employment ends because of a Redundancy Situation, subject to subclauses 11.5, 11.6 and 11.7, you will be entitled to a redundancy payment on the basis of:

- (a) two weeks' pay; and
- (b) an additional four weeks' pay for each completed year of continuous service with the Company or a Group Entity (pro-rated for each completed month of service),

capped at 112 weeks' pay.

11.2 The redundancy payment set out in subclause 11.1 will be calculated on the basis of your Redundancy Rate of Pay and will be subject to any applicable taxes and charges.

11.3 The redundancy payment set out in subclause 11.1 includes any notice obligation the Company may have to you, either under the Act or under clause 8, and also includes any redundancy pay obligation the Company may otherwise have to you (including under the Act or any applicable industrial instrument).

11.4 For the purposes of determining any superannuation contributions payable by the Company under the Act in relation to the notice component of the redundancy payment, the notice period will be taken to be the greater of:

- (a) the period of notice you are entitled to under the Act; and
- (b) the period of notice provided for in this Agreement.

11.5 You may be required sign a deed of release in terms acceptable to the Company.

11.6 You will not be entitled to receive the redundancy payment under subclause 11.1 if:

- (a) you are offered (whether or not you accept the offer) acceptable alternative employment;
- (b) you are offered, and accept, an alternative job which is not a acceptable alternative employment;
- (c) you are a casual employee;
- (d) you are an apprentice;
- (e) you are an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- (f) you are employed for a specified period of time, for a specified task or the duration of a specified season; or
- (g) your employment is terminated because of serious misconduct.

11.7 Despite anything else in this clause 11, you will not be entitled to a payment under this clause which is greater than the amount you would have received in remuneration if you had remained in employment until your 67th birthday.

11.8 For the avoidance of doubt, nothing in this clause 11 affects any entitlement to redundancy pay under the National Employment Standards

## 12. Overpayments

12.1 You agree that, subject to the Act, the Company may, at any time, deduct from your wages any monies owed by you to the Company, which includes, but is not limited to:

- (a) overpayments made by any Group Entity to you; and

- (b) moneys paid to you for leave where you have no entitlement to such leave.
- 12.2 You agree that the deductions listed in subclause 12.1 above are reasonable and principally for your benefit.
- 13. Industrial instrument**
- 13.1 As a date of this Agreement, the Enterprise Agreement applies to your position as a matter of law. However, it does not form part of your contract of employment. The Enterprise Agreement may also be varied, replaced or cease to apply to you in the future.
- 13.2 All payments to you by the Company in relation to your employment (including any margin or 'over award' payment) are paid in satisfaction of all minimum entitlements under any industrial law, the Enterprise Agreement or any other industrial instrument which might apply (including, without limitation, minimum hourly rates, penalties, overtime, allowances, annual leave loading and loadings).
- 14. Workplace surveillance**
- 14.1 The Company notifies you that it carries out ongoing, intermittent surveillance of your use of computer and other electronic systems – including emails, internet and files (including files stored on your work computer).
- 14.2 The surveillance is carried out by all means available to the Company which may include:
- (a) accessing your email account or emails;
  - (b) accessing your files;
  - (c) accessing your work computer, storage devices or communications devices;
  - (d) accessing records of internet usage by you (including sites and pages visited, files downloaded, video and audio files accessed and data input) and accessing those records; and
  - (e) use of monitoring and logging software.
- 14.3 You acknowledge that your activities at work may be subject to ongoing intermittent and/or continuous tracking or camera surveillance and you agree to such surveillance. Some of the Company's workplaces are under camera surveillance. The security system installed allows tracking by recording when and where key card are used.
- 14.4 You agree to the surveillance referred to in this clause 14.
- 14.5 If you are a new employee of the Company, the surveillance will be conducted from the commencement of your employment. Otherwise, the surveillance will have either

already commenced (in accordance with an earlier notification of surveillance) or will commence 14 days after you receive this Agreement.

**15. Entire agreement**

The Agreement:

- (a) constitutes the entire agreement between you and the Company in relation to your employment; and
- (b) supersedes any prior understanding or agreement and any prior condition, warranty, indemnity or representation imposed, given or made by you or any Group Entity or their representatives.

**16. Company policies**

Any reference to any Group Entity's policies in this Agreement does not have the effect of making the terms of those policies part of this Agreement and your contract of employment and are not contractually enforceable against the Company. You acknowledge that the Company may vary or rescind any policies or procedures from time to time, in its absolute discretion and without any limitation on its capacity to do so.

**17. Definitions**

- 17.1 '**Act**' means the *Fair Work Act 2009* (Cth) as amended from time to time.
- 17.2 '**Agreement**' means these Standard Terms and the Letter of Offer.
- 17.3 '**Carer's leave**' means paid or unpaid leave taken to provide care or support to a member of your Immediate Family or member of your household who requires care or support because of:
- (a) a personal illness or injury of the member; or
  - (b) an unexpected emergency affecting the member.
- 17.4 '**Confidential Information**' means all confidential information including, but not limited to:
- (a) all information concerning the business, methods of operating and methods and proposal for marketing, promotion, and other activities of any Group Entity;
  - (b) confidential information concerning any Group Entity's clients or those of a Related Corporation;
  - (c) confidential and financial information concerning any Group Entity;
  - (d) trade secrets of any Group Entity;
  - (e) confidential know-how of any Group Entity;



- (f) the terms of the Agreement;
- (g) information concerning the business, finances or customers of a third party which any Group Entity has an obligation not to disclose; and
- (h) all copies, notes and records on or incorporating the information referred to in clauses 17.4(a), 17.4(b), 17.4(c), 17.4(d), 17.4(e), 17.4(f) and 17.4(g),

of which you become aware or generate in the course of, or in connection with, your employment with the Company but does not include information that is in the public domain for reasons other than unauthorised disclosure by you.

17.5 **'Enterprise Agreement'** means the *News Limited Regional Daily Newspapers - MEAA Agreement 2010*, as varied or replaced.

17.6 **'Group Entity'** means the Company and any entity that is connected with the Company by common interest in an economic enterprise including but not limited to any Related Corporation of the Company or any joint venture partner.

17.7 **'Immediate Family'** means:

- (a) your spouse (being a former spouse, defacto spouse and a former defacto spouse). A defacto spouse means persons living together as a couple on a bona fide domestic basis, including same sex couples; and
- (b) you or your spouse's child or adult child (included an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling.

17.8 **'Intellectual Property Rights'** means all intellectual property rights throughout the world including:

- (a) rights in relation to any copyright, patents, inventions, discoveries, designs, trademarks, domain names, trade secrets, know-how and the right to have confidential information kept confidential and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation 1967 (whether registered or unregistered); and
- (b) any application or right to apply for registration of any of those rights,

created or generated by you (whether alone or with any other persons) in the course of, in connection with or arising out of your employment with the Company including Intellectual Property Rights created:

- (c) before this Agreement is signed;
- (d) outside working hours and/or outside the workplace, and/or
- (e) using, to any extent, the Company's or any of its Related Bodies Corporate property, computer systems or resources or Confidential Information or any other opportunity provided by the Company or any of its Related Bodies Corporate.

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17.9 **'Letter of Offer'** means the letter of offer attached to these Standard Terms.

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

- (a) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
- (b) the right of attribution of authorship of a work; and
- (c) the right not to have authorship of a work falsely attributed, (which are rights created by the *Copyright Act 1968* (Cth)) and any other similar right capable of protection under the laws of any applicable jurisdiction.

17.11 **'Personal leave'** means paid leave taken by you because of personal illness or injury.

17.12 **'Related Corporation'** has the meaning given to related body corporate under the *Corporations Act 2001* (Cth) as amended from time to time.

17.13 **'Redundancy Rate of Pay'** means your base weekly rate of pay as set and adjusted under the Letter of Offer from time to time plus the weekly average of any:

- (a) shift allowances;
- (b) personal margins;
- (c) service payments; and
- (d) weekend penalties,

you received over the 12 months immediately before your employment ends. To be clear, the Redundancy Rate of Pay does not include any overtime payments you have received.

17.14 **'Redundancy Situation'** means that the Company has made a definite decision that it no longer requires the job done by you to be done by anyone except where this is due to the ordinary and customary turnover of labour.

Unless the context otherwise requires, terms defined in the Letter of Offer have the same meaning in these Standard Terms.



21.7.11

Date



10 July 2014

**Private & Confidential**

Anna Rogers  
Hand Delivered

Dear Anna,

We are pleased to offer you employment with The Cairns Post Pty Limited ('Company') on the terms set out in this Letter of Offer and in the attached Standard Terms.

The *News Limited Newspapers – MEAA Transitional Enterprise Agreement 2013* ('Enterprise Agreement') as varied from time to time will also apply to your employment with the Company until rescinded or replaced.

**1. Position**

- 1.1. You will be employed on a full-time basis as a Photographer. Your current classification under the Enterprise Agreement is Grade 2a.

**2. Location**

- 2.1. Your primary place of work will be Cairns, Queensland. However, you may be required to work at other locations, including interstate and overseas, as required by the Company or your duties.

**3. Terms and Notice**

- 3.1. Your employment will start on 14 July 2014 and continue until terminated in accordance with clause 9 of the Standard Terms.
- 3.2. The required period of notice for clause 9 of the Standard Terms is in accordance with the Enterprise Agreement.

**4. Recognition of service**

- 4.1. The Company recognises that immediately prior to your commencement date with the Company, you were employed by The Cairns Post Pty Limited. Except as provided for in the Act, any continuous service with The Cairns Post Pty Limited will be recognised as continuous service with the Company.
- 4.2. Your current accrued statutory leave entitlements will remain unchanged however you will now accrue statutory leave in accordance with this contract of employment.

**5. Reporting and Duties**

- 5.1. You will report to the Pictorial Editor for The Cairns Post and will work under the direction of the person in that position or such other position determined by the Company from time to time. You will be required to work closely with each member of the team in which you work and collaborate with other teams in the Company as part of your role. You will diligently and carefully perform all of the duties assigned by the Company which are within your skills and competence.
- 5.2. The Company may change your duties from time to time to meet the requirements of the business. Any changes will be discussed with you.

## **6. Hours**

- 6.1. You will be required to work an average of 38 hours each week on days and at times required by the Company.
- 6.2. You may also be required to work reasonable additional hours necessary to properly perform your duties and responsibilities to the standard expected by the Company. You will need to be flexible about when you work. Given the nature of your position, you may be required to work at night, on weekends and on public holidays.
- 6.3. You may also be required to work additional hours to your rostered hours as are necessary to perform your duties and achieve production requirements or as requested by the Company.

## **7. Remuneration**

- 7.1. You will be paid an annual gross base salary of \$67,000 in accordance with a Salary Arrangement provided for under the Enterprise Agreement.
  - 7.2. In addition to your base salary, the Company will make superannuation contributions to a complying superannuation fund at the minimum amount required under superannuation guarantee legislation and in accordance with the rules of the fund.
  - 7.3. Your annual base salary compensates you for certain entitlements under the Enterprise Agreement. As a result, the following provisions of the Enterprise Agreement do not apply to your employment with the Company:
    - (a) grading reviews;
    - (b) wage increases specified in the Enterprise Agreement;
    - (c) work related allowances;
    - (d) part-time work;
    - (e) hours of work and rosters;
    - (f) shift and weekend penalties;
    - ✓(g) overtime;
    - (h) annual leave loading; and
    - (i) distant engagements.
  - 7.4. The Company will continue to make superannuation contributions to your nominated superannuation fund or the Company's default fund Russell Private if you did not make a nomination, in accordance with the rules of that fund, unless you otherwise advise the Company in writing.
  - 7.5. You will be paid monthly by electronic funds transfer into your nominated bank or financial institution account.
  - 7.6. A review of your remuneration will usually take place annually or as otherwise determined by the Company. The Company may also, at its discretion, conduct a review of your performance.
  - 7.7. Any review of your remuneration will be based on a number of factors, which may include your individual performance, the Company's financial performance and market factors.
- ## **8. Tools of Trade**
- 8.1. During your employment and at the discretion of the Company you may be provided with Company property to assist you with the performance of your duties. This property is classified as a 'tool of trade' and the Company reserves the right to withdraw this property at

any time. The use of all tools of trade must be in accordance with relevant Company policy. Any misuse or failure to take reasonable care of the property may result in the Company seeking compensation from you.

**9. Employment policies and procedures**

- 9.1. You are directed to read and comply with the obligations imposed on you within the Company's policies and procedures, including those of News Limited and News Corp, as they relate to your employment. These policies and procedures may be varied from time to time, and you are directed to comply with such variations. Such policies and procedures do not form part of your contract of employment with the Company.

**10. Standard Terms**

- 10.1. A copy of the Standard Terms is attached. The Standard Terms comprise part of your contract of employment with the Company.
- 10.2. Where there is an inconsistency in this Letter of Offer and/or clauses 2, 3, 5 or 12 of the Standard Terms and the Enterprise Agreement, the Enterprise Agreement will prevail to the extent of that inconsistency however no term or condition shall be less than the National Employment Standards contained in the *Fair Work Act 2009* as amended from time to time.

**11. Definitions**

- 11.1. In this Letter of Offer, relevant definitions are listed at clause 18 of the Standard Terms.

**12. Variation to terms and conditions of employment**

- 12.1. The terms and conditions of employment contained in this Letter of Offer and the Standard Terms apply to your employment from your start date until your employment ends or until amended, varied or replaced by a new document which is agreed between you and the Company in writing.

**13. Governing law**


- 13.1. This Letter of Offer and the Standard Terms are governed by and construed under the laws of Queensland and you and the Company irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.

**Acceptance of offer**

To confirm your acceptance of this offer, please sign the second copy of this Letter of Offer and the Standard Terms which we have attached and return it to PeopleConnect within 7 days of the date of this Letter. You should retain the other copy for your own records.

I take great pleasure in welcoming you to News Corp Australia and look forward to working with you.

Yours sincerely,

  
**Ann Roebuck**  
**Managing Editor – North Queensland**  
**On behalf of The Cairns Post Pty Limited**

I have read and understood this Letter of Offer and the Standard Terms and agree to accept the terms and conditions of employment offered in this Letter of Offer and the Standard Terms.



Signature of Anna Rogers

16.07.14

Date

## STANDARD TERMS

These Standard Terms together with the Letter of Offer set out the terms and conditions on which the Company offers you employment.

### 1. Your duties

#### 1.1 You must:

- (a) serve the Company faithfully and diligently to the best of your ability;
- (b) use your best endeavours to promote the interests, profitability and reputation of the Company;
- (c) act in the Company's best interests and not do anything that is reasonably likely to be harmful to the Company;
- (d) comply with all lawful directions of the Company from time to time;
- (e) comply with all laws applicable to your position and the duties assigned to you; and
- (f) inform yourself of and comply with all applicable Group Entity policies including Work Health & Safety and EEO policies, as amended from time to time.

1.2 The offer of employment and your ongoing employment with the Company is at all times conditional on you being legally entitled to work in Australia.

#### 1.3 Without limiting your duties to the Company, you must not:

- (a) act in conflict with the Company's best interests, unless the Company has consented in writing to the existence of that conflict; or
- (b) engage in any business or activity for any Competitor, without the prior written approval of the Company.

#### 1.4 In subclause 1.3(b):

- (a) 'Competitor' means any person or entity that competes with any Group Entity; and
- (b) 'engage in' means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than 5% in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier.

1.5 You acknowledge that you have no authority to bind any Group Entity or any other entity or person in contract except to the extent that you are from time to time expressly authorised to do so.

1.6 If you are required to drive as part of your duties, you must hold a valid driver's licence at all times. If the inherent duties of your position require you to drive, and, for whatever reason, your licence is withdrawn, your employment may be terminated.

### 2. Annual leave

2.1 You are entitled to annual leave in accordance with the Act unless a different entitlement is expressly referred to in the Letter of Offer.

2.2 Annual leave is to be taken at times agreed between you and the Company. However, the Company may direct you to take your accrued annual leave by giving one month's notice (which you agree is reasonable) or in accordance with the Act.

2.3 Where the Company shuts down any part of its operation, the Company may direct you to take any of your accrued annual leave by giving you 4 weeks' notice. In the event that you do not have sufficient accrued annual leave for the period of the shut down, you agree to take leave without pay to cover the period of the shutdown.

### 3. Personal/carer's leave

3.1 You are entitled to 10 days personal carer's leave in accordance with the Act unless a different entitlement is expressly referred to in the Letter of Offer.

3.2 Untaken paid personal carer's leave will accumulate from year to year in accordance with the Act.

3.3 If you have used up all of your entitlements to paid personal carer's leave, you will be entitled to up to two days unpaid carer's leave for each occasion requiring you to take carer's leave.

3.4 You may be required to provide the Company with a medical certificate for absences of one or more day's duration as advised by the Company. Where reasonably practicable, you must notify the Company before commencement of duty of an inability to attend for duty, and advise the nature and estimated duration of the absence.

3.5 Any untaken personal leave/carer's leave is not paid out on the cessation of your employment for any reason.

### 4. Medical Examination

4.1 The Company may require you to be examined by a medical practitioner nominated by the Company, who will provide a report to the Company.

**5. Other leave**

- 5.1 You are entitled to the public holidays observed/gazetted for your work location. However, due to the nature of your position and the Company's business you may be required to work on public holidays and you acknowledge this is reasonable.
- 5.2 Your long service leave will accrue in accordance with applicable legislation.
- 5.3 The Company will grant other leave such as parental leave, compassionate leave, jury service leave and community service leave in accordance with the Act or Company policy.

**6. Business expenses**

The Company will reimburse you for reasonable out of pocket expenses you incur in the performance of your work, provided that you obtain the approval of the Company prior to incurring such expenses. You must provide the Company with receipts and other documents to substantiate the expenses to the satisfaction of the Company.

**7. Confidential information**

- 7.1 Subject to subclause 7.2, you must keep confidential all Confidential Information.
- 7.2 You may:
- (a) use Confidential Information solely for the purpose of performing your duties; and
  - (b) disclose Confidential Information only:
    - (i) to persons who are aware and agree that the Confidential Information must be kept confidential or have signed a confidentiality agreement required by the Company from time to time and either:
      - (A) have a need to know (and only to the extent that each has a need to know); or
      - (B) have been approved by the Company; or
    - (ii) that you are required by law to disclose provided that you immediately notify the Company of the disclosure requirements before making the disclosure, or where that is not possible, immediately after making the disclosure.
- 7.3 You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information by any entity or person.

- 7.4 You must provide assistance reasonably requested by any Group Entity in relation to any proceedings any Group Entity may take against any person for unauthorised use, copying or disclosure of Confidential Information.

**8. Intellectual Property Rights and Moral Rights**

**8.1 You:**

- (a) assign to the Company all existing and future Intellectual Property Rights you may own and which do not vest in the Company by operation of law;
- (b) acknowledge that by virtue of this clause all such existing Intellectual Property Rights are vested in the Company and, on their creation, all such future Intellectual Property Rights will vest in the Company;
- (c) acknowledge that you may have Moral Rights; and
- (d) voluntarily and unconditionally consent to all or any acts or omissions by the Company, and its assignees, successors in title, or persons authorised by the Company, which would otherwise infringe your Moral Rights.

- 8.2 You must do all things reasonably requested by the Company to enable the Company to register, exploit and assure further the rights assigned under subclause 8.1 including executing all documents, forms and authorisations required to:

- (a) vest the Intellectual Property Rights in the Company;
- (b) perfect the assignment of Intellectual Property Rights to the Company; and
- (c) give full effect to this Agreement.

- 8.3 You must disclose to the Company everything in which Intellectual Property Rights may subsist.

- 8.4 You must execute all documents and do all acts and things required by the Company to enable the Company to register, exploit and further assure the rights assigned, and consents given under subclause 8.1.

- 8.5 You must do all acts and things required by the Company to assist the Company to enforce the Intellectual Property Rights assigned under subclause 8.1, in any claims or proceedings which it may bring in relation to the infringement of those Intellectual Property Rights by any third parties.

- 8.6 You hereby irrevocably appoint the Company and its officers (as defined in the *Corporations Act 2001*) as your attorney to do all things referred to in this clause.



8.7 You agree that during your employment by the Company you will use your best endeavours to ensure that you:

- (a) do not infringe the copyright or violate or impinge upon the private and civil or proprietary rights or any other rights recognised in law of any other person, firm or corporation including, without limiting the generality thereof, defamation, or any rights arising under provisions of the *Competition and Consumer Act 2010*;
- (b) do not cause the Company to infringe, violate or impinge on such rights; or
- (c) do not produce, be involved in the production of or broadcast of any materials that contain obscene or defamatory material or any materials that are in contempt of court; and
- (d) where relevant, keep informed of, observe and comply with the standards and/or codes of practice which are binding on the Company as may from time to time be applicable to the performance of your duties and functions under this Agreement.

8.8 The provisions of this clause shall survive the termination of your employment.

## 9. Termination

9.1 Your employment may be terminated at any time:

- (a) by you giving to the Company the required period of notice in writing as set out in the Letter of Offer; or
- (b) by the Company giving to you the required period of notice in writing as set out in the Letter of Offer or by paying you an amount of your wages in lieu of the required period of notice or in part by giving you notice and in part by paying you an amount of your wages in lieu of the relevant part of the notice period.

9.2 During the period of notice provided for in subclause 9.1, the Company may, at its discretion, require you to:

- (a) not attend for work; or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with the Company, provided only that you have the necessary skills and competencies to perform the duties; and
- (c) perform such duties at any location at which the Company conducts its business.

9.3 If you have annual leave approved by the Company before you give notice to terminate your employment in accordance with subclause 9.1, at the

Company's election, your absence from work during such leave, if taken, will not be counted towards the notice period that you are required to give the Company.

9.4 In addition, the Company may terminate your employment by giving you notice in writing effective immediately if you at any time engage in serious misconduct, including (but not limited to):

- (a) wilful neglect, or wilful misconduct, in carrying out your duties;
- (b) a serious breach of the terms of this Agreement, including but not limited to a failure to comply with a written Group Entity policy;
- (c) any act which in the reasonable opinion of the Company is likely to cause significant damage to any Group Entity's reputation or any of their respective products;
- (d) being convicted of, pleading guilty to, any offence involving dishonesty or which is punishable by imprisonment;
- (e) conduct that causes imminent, or serious, risk to the health or safety of a person or the reputation, viability or profitability of the Company's business;
- (f) theft, fraud or dishonesty;
- (g) being under the influence of alcohol and illegal drugs at work;
- (h) driving a company vehicle or your own vehicle on company business whilst over the prescribed blood alcohol limit; or
- (i) refusing to carry out a lawful instruction.

9.5 If your employment is terminated under clause 9.1, the Company will not be required to make any payments to you other than:

- (a) if applicable, a payment in lieu of notice as set out in clause 9.1;
- (b) if applicable, any redundancy payment the Company is required to make to you under clause 12, or in accordance with the Act;
- (c) any wages due to you for work you have performed up to your last day of work;
- (d) any superannuation contributions payable under applicable legislation in relation to work you have performed up to your last day of work, and where a payment in lieu of notice is made, in relation to that notice period; and
- (e) payment of unused annual leave and/or long service leave to which you have an entitlement under applicable legislation as at your last day of work.

- 9.6 If your employment is terminated under subclause 9.4, the Company will not be required to make any payments to you other than those specified in subclauses 9.5(c), (d) and (e).
- 9.7 The Company, at its discretion, may suspend you from your employment on full pay for a period of up to seven days, or such greater period as the Company considers appropriate if the Company considers that it is in the best interests of the Company to do so.

**10. What happens after your employment ends**

If your employment ends for any reason:

- (a) you must immediately return to the Company all property of any Group Entity (including property leased by any Group Entity) which is in your possession, custody or control including all written or machine readable material, software, computers, computer records, credit cards, keys, motor vehicles, phone, equipment and any document or material containing Confidential Information.
- (b) if you have in your possession information or data belonging to any Group Entity, which is recorded on any computer or on any medium such that it is not capable of delivery to the Company, you must advise the Company of that fact and, subject to the right of the Company to obtain a copy of that information or data, erase that information or data in a manner such that it cannot be accessed, retrieved or reconstructed;
- (c) you must comply with the Company's termination procedure. Subject to the Act, failure to do so will result in a delay in any final payments owing to you.
- (d) the Company may set off any amounts you owe any Group Entity against any amounts the Company owes you at the date of termination except for amounts the Company is not entitled by law to set off;
- (e) your obligations under clauses 7, 8, 10, 13 continue after your employment ends except, under clause 7, in respect of information that is part of your general skill and knowledge; and
- (f) you must not record any Confidential Information in any form after your employment ends.

**11. Abandonment**

If you fail to report to work for 2 consecutive work days without informing the Company that you will not be attending work, you will be taken to have abandoned your employment as of the last day that you worked.

**12. Redundancy**

- 12.1 Redundancy entitlements are provided in the Act or any applicable company policy that may provide for greater redundancy pay entitlements, as applicable at the time of redundancy and as varied from time to time unless a different entitlement is expressly referred to in the Letter of Offer.

**13. Overpayments**

- 13.1 You agree that, subject to the Act, the Company may, at any time, deduct from your wages any monies owed by you to the Company, which includes, but is not limited to:

- (a) overpayments made by any Group Entity to you; and
- (b) moneys paid to you for leave where you have no entitlement to such leave.

- 13.2 You agree that the deductions listed in subclause 13.1 above are reasonable and principally for your benefit.

**14. Industrial instrument**

- 14.1 If at any time a law or industrial instrument, including an enterprise agreement or modern award, applies to your employment including, without limitation, minimum hourly rates, penalties, overtime, allowances, annual leave loading and loadings (Minimum Entitlements), you agree that:

- (a) any Minimum Entitlements will be calculated at the applicable minimum hourly rate prescribed by the industrial instrument or legislation;
- (b) as far as possible, your remuneration and other employment related benefits will be in satisfaction of the Minimum Entitlements; and
- (c) the Minimum Entitlements do not form part of this Agreement.

- 14.2 As part of this, your annual remuneration includes payment for all hours worked (whether part of ordinary hours or not) and public holidays or substitute public holidays (whether you work on those days or not).

- 14.3 If an industrial instrument applies to your employment, it applies only as a matter of law until it is varied, replaced, rescinded or until it ceases to apply to your employment. It is not incorporated into your contract of employment.

**15. Workplace surveillance**

- 15.1 The Company notifies you that it carries out ongoing, intermittent surveillance of the use of computer and other electronic and communications systems by employees – including emails, internet and files (including files stored on employees' work computers).



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

- (a) accessing employees' email account or emails;
- (b) accessing files and other information contained on employees' computers, storage devices or communications devices;
- (c) accessing records of internet usage by employees (including sites and pages visited, files downloaded, video and audio files accessed and data input); and
- (d) use of monitoring, logging and automatic alerting software and other specialised software.

## 16. Entire agreement

The Agreement:

- (a) constitutes the entire agreement between you and the Company in relation to your employment; and
- (b) supersedes any prior understanding or agreement and any prior condition, warranty, indemnity or representation imposed, given or made by you or any Group Entity or their representatives.

## 17. Company policies

Any reference to any Group Entity's policies in this Agreement does not have the effect of making the terms of those policies part of this Agreement and your contract of employment and are not contractually enforceable against the Company.

## 18. Definitions

18.1 'Act' means the *Fair Work Act 2009* (Cth) as amended from time to time.

18.2 'Agreement' means these Standard Terms and the Letter of Offer.

18.3 'Carer's leave' means paid or unpaid leave taken to provide care or support to a member of your Immediate Family or member of your household who requires care or support because of:

- (a) a personal illness or injury of the member; or
- (b) an unexpected emergency affecting the member.

18.4 'Client' includes any Person who, at the Termination Date:

- (a) is or was a Person to whom the Company provides and/or provided products or services at any time during the 12 months prior to the Termination Date; or

- (b) has entered into discussions or negotiations with the Company at either the Person's own initiative or at the initiative of the Company at any time during the 12 months prior to the Termination Date with a view to receiving products or services provided by the Company and who had not notified the Company prior to the Termination Date that they did not wish to receive such products or services (other than any act you have performed, indirectly or directly, in breach of the terms of this Letter of Offer, to induce a Person to not receive such products or services).

18.5 'Confidential Information' means all confidential information including, but not limited to:

- (a) all information concerning the business, methods of operating and methods and proposal for marketing, promotion, and other activities of any Group Entity;
- (b) confidential information concerning any Group Entity's clients or those of a Related Corporation;
- (c) confidential and financial information concerning any Group Entity;
- (d) trade secrets of any Group Entity;
- (e) confidential know-how of any Group Entity;
- (f) the terms of the Agreement;
- (g) information concerning the business, finances or customers of a third party which any Group Entity has an obligation not to disclose; and
- (h) all copies, notes and records on or incorporating the information referred to in subclauses 18.5(a), 18.5(b), 18.5(c), 18.5(d), 18.5(e), 18.5(f) and 18.5(g)

of which you become aware or generate in the course of, or in connection with, your employment with the Company but does not include information that is in the public domain for reasons other than unauthorised disclosure by you.

18.6 'Group Entity' means the Company and any entity including News Limited and News Corp that is connected with the Company by common interest in an economic enterprise including but not limited to any Related Corporation of the Company or any joint venture partner.

18.7 'Immediate Family' means:

- (a) your spouse (being a former spouse, defacto spouse and a former defacto spouse). A defacto spouse means persons living together as a couple on a bona fide domestic basis, including same sex couples; and

- (b) you or your spouse's child or adult child (included an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling.
- 18.8 **'Intellectual Property Rights'** means all intellectual property rights throughout the world including:
- (a) rights in relation to any copyright, patents, inventions, discoveries, designs, trademarks, domain names, trade secrets, know-how and the right to have confidential information kept confidential and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation 1967 (whether registered or unregistered); and
  - (b) any application or right to apply for registration of any of those rights, created or generated by you (whether alone or with any other persons) in the course of, in connection with or arising out of your employment with the Company including Intellectual Property Rights created:
  - (c) before this Agreement is signed;
  - (d) outside working hours and/or outside the workplace, and/or
  - (e) using, to any material degree, the Company's or any of its Related Bodies Corporate property, computer systems or resources or Confidential Information or any other opportunity provided by the Company or any of its Related Bodies Corporate.
- 18.9 **'Letter of Offer'** means the letter of offer that these Standard Terms are attached to.
- 18.10 **'Moral Rights'** means the following rights in respect of any Intellectual Property Rights:
- (a) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
  - (b) the right of attribution of authorship of a work; and
  - (c) the right not to have authorship of a work falsely attributed, (which are rights created by the *Copyright Act 1968* (Cth)) and any other similar right capable of protection under the laws of any applicable jurisdiction.
- 18.11 **'Person'** includes any natural person, the Company, partnership, association, trust, business, or other organisation or entity of any description and a Person's legal personal representative(s), successors, assigns or substitutes.
- 18.12 **'Personal leave'** means paid leave taken by you because of personal illness or injury.

- 18.13 **'Products'** means any products produced, manufactured, sold or distributed (and prospective products to be produced, manufactured, sold or distributed) by the Company.
- 18.14 **'Related Corporation'** has the meaning given to related body corporate under the *Corporations Act 2001* (Cth) as amended from time to time.
- 18.15 **'Services'** means any services offered or provided by the Company.
- 18.16 **'Supplier'** means any Person:
- (a) who supplied any products or services to the Company and with whom you or a Person reporting to you had contact or dealings with; or
  - (b) who has entered into discussions or negotiations with you or a Person reporting to you on behalf of the Company, at either your own initiative, or at the initiative of a Person reporting to you, or at the initiative of the Company, at any time during the twelve (12) months prior to the Termination Date, with a view to supplying products or services to the Company and who had not notified the Company prior to the Termination Date that they did not wish to supply such products or services.
- 18.17 **'Termination Date'** means your last day of employment with the Company however occurring.

Unless the context otherwise requires, terms defined in the Letter of Offer have the same meaning in these Standard Terms.

  
(Employee Signature)

  
Employee Name

16.07.14  
Date

6 December 2019

**Private and Confidential**

Anna Wentworth Rogers

Emailed to: [REDACTED]

**EMPLOYMENT AGREEMENT**

Congratulations! We are pleased to present to you this offer of employment in the terms set out below.

**1. Position**

- 1.1 You will be employed on a full-time basis as a Photographer (**Position**) or such other position determined by Nationwide News Pty Limited (**Company**) from time to time commensurate with your skills.
- 1.2 The *News Corp Australia Newspapers – MEAA Enterprise Agreement 2018* ('**Enterprise Agreement**') as varied from time to time will also apply to your employment with the Company until rescinded or replaced. Your current classification under the Enterprise Agreement is Regional Newspaper Employee Grade 4.

**2. Location**

Your primary place of work will be Cairns, Queensland. However, you may be required to work at other locations, including interstate and overseas, as required by the Company or your duties.

**3. Terms**

- 3.1 The terms and conditions contained in this Agreement will apply to your employment with the Company from 1 December 2019 and, unless otherwise provided, will continue until your employment is terminated in accordance with clause 16.

**4. Recognition of service**

- 4.1 The Company recognises that prior to the commencement of this Agreement you were employed by the Company, or an associated entity of the Company. Your prior service with the Company or associated entity will be recognised as continuous service under this Agreement, except as provided for in the Act.
- 4.2 Your current accrued statutory leave entitlements will remain unchanged however you will now accrue statutory leave in accordance with this contract of employment.

**5. Reporting and duties**

- 5.1 You will report to the Chief of Staff for the Cairns Post and will work under the direction of the person in that position or such other position determined by the Company from time to time. You will be required to work closely with each member of the team in which you work and collaborate with other teams in the Company as part of your role. You will diligently and carefully perform all of the duties assigned by the Company which are within your skills and competence for the Company, Group Entity or any other business, venture or undertaking.

- 5.2 You are required to perform your duties as lawfully and reasonably directed by the Company. The Company may change your duties from time to time to meet the requirements of the business. Any changes will be discussed with you.
- 5.3 As a leading worldwide media company, News Corp has a stable of brands that connect with millions of Australians every minute of every day of the week. We are at the forefront of delivering news, and our brands inform, educate, and entertain consumers throughout Australia. We strive to collaborate across our various national and international businesses in order to bring consumers the best content from all of our platforms. The collaboration, flexibility and creativity of all of our employees to work across our brands, companies, and products is critical to our success. This position requires you to be flexible and work across any of our brands and / or companies, in order to maximise your contribution. Also, your position and / or duties may change to meet the requirements of the business. Any changes will be discussed with you.
- 5.4 Without limitation to any obligation you may have under clause 5.5 and 5.7, you agree that you will not provide any paid or unpaid services to any other media outlet on any platform without permission in writing from the Company.
- 5.5 You must:
- (a) serve the Company faithfully and diligently to the best of your ability;
  - (b) use your best endeavours to promote the interests, profitability and reputation of the Company;
  - (c) act in the Company's best interests and not do anything that is reasonably likely to be harmful to the Company;
  - (d) comply with all lawful directions of the Company from time to time;
  - (e) comply with all laws applicable to your position and the duties assigned to you; and
  - (f) inform yourself of and comply with all applicable Group Entity policies including Work Health & Safety and EEO policies, as amended from time to time (which do not form part of your contract of employment with the Company and are not contractually enforceable by you).
- 5.6 The offer of employment and your ongoing employment with the Company is at all times conditional on you being legally entitled to work in Australia. Should you not be able to demonstrate to the satisfaction of the Company your legal entitlement to work in Australia, the Company reserves the right to withdraw its offer of employment to you or if you have commenced employment with the Company terminate your employment by providing 1 weeks' notice (or payment in lieu of notice).
- 5.7 Without limiting your duties to the Company, you must not:
- (a) act in conflict with the Company's best interests, unless the Company has consented in writing to the existence of that conflict; or
  - (b) engage in any business or activity for any Competitor, without the prior written approval of the Company.
- 5.8 In subclause 5.7(b):
- (a) '**Competitor**' means any person or entity that competes with any Group Entity; and

- (b) 'engage in' means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than 5% in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

5.9 You acknowledge that you have no authority to bind any Group Entity or any other entity or person in contract except to the extent that you are from time to time expressly authorised to do so.

5.10 If you are required to drive as part of your duties, you must hold a valid driver's licence at all times. If the inherent duties of your position require you to drive, and, for whatever reason, your licence is withdrawn, suspended or cancelled for any reason, you must immediately notify the Company. If you are required to drive by the Company, you acknowledge that it is a requirement of your employment to drive a motor vehicle and agree that the suspension or cancellation of your drivers' licence may result in the termination of your employment.

## **6. Hours**

6.1 You will be required to work an average of 38 hours each week on days and at times required by the Company.

6.2 You may also be required to work reasonable additional hours necessary to properly perform your duties and responsibilities to the standard expected by the Company. The performance of these reasonable additional hours may be required on weekends and public holidays.

6.3 You may be required to work additional hours to your rostered hours as are necessary to perform your duties and achieve production requirements or as requested by the Company.

## **7. Remuneration**

7.1 You will be paid a base weekly rate and is detailed in Item 1 of Schedule A attached to this Agreement.

7.2 In addition to your base weekly rate, the Company will make superannuation contributions to a complying superannuation fund at the minimum amount required under superannuation guarantee legislation and in accordance with the rules of the fund.

7.3 You will also be paid any applicable overtime, penalty rates, allowances and loadings payable under the Enterprise Agreement whilst it applies to your employment.

7.4 You will be paid weekly by electronic funds transfer into your nominated bank or financial institution account.

## **8. Tools of Trade**

During your employment and at the discretion of the Company you may be provided with Company property to assist you with the performance of your duties. This property is classified as a 'tool of trade' and the Company reserves the right to withdraw this property at any time. Any misuse or failure to take reasonable care of the property may result in the Company seeking compensation from you.

## **9. Salary and performance reviews**

Salary reviews will usually take place annually or as determined by the Company. Reviews will be based on individual performance, the Company's financial performance and market factors. Remuneration increases are not automatic and any increase is at the Company's discretion.

## **10. Annual Leave**

- 10.1 You are entitled to annual leave in accordance with the Enterprise Agreement, unless a different entitlement is expressly referred to in this Agreement or any other applicable industrial instrument.
- 10.2 Annual leave is to be taken at times agreed between you and the Company. However, the Company may direct you to take your accrued annual leave by giving 6 weeks' notice in writing (which you agree is reasonable) or in accordance with the Act or any applicable Industrial instrument.
- 10.3 Where the Company shuts down any part of its operation, the Company may direct you to take any of your accrued annual leave by giving you 4 weeks' notice. In the event that you do not have sufficient accrued annual leave for the period of the shut down, you agree to take leave in advance of leave being accrued under this Agreement or to take leave without pay to cover the period of the shutdown, as directed by the Company.

## **11. Personal Leave**

- 11.1 You are entitled to personal leave in accordance with the Enterprise Agreement, unless a different entitlement is expressly referred to in this Agreement or any applicable industrial instrument.
- 11.2 Untaken paid personal leave will accumulate from year to year in accordance with the Act.
- 11.3 If you have used up all of your entitlements to paid personal leave, you will be entitled to up to two days unpaid carer's leave for each occasion requiring you to take carer's leave.
- 11.4 You may be required to provide the Company with a medical certificate for absences of one or more day's duration as advised by the Company. Where reasonably practicable, you must notify the Company before commencement of duty of an inability to attend for duty, and advise the nature and estimated duration of the absence.
- 11.5 Any untaken personal leave is not paid out on the cessation of your employment for any reason.
- 11.6 You may also use your personal leave for the purposes of sick leave or carer's leave in accordance with the Act.

## **12. Medical Examination**

The Company may require you to be examined by a medical practitioner nominated by the Company, who will provide a report to the Company. You agree that the requirement to attend a medical practitioner nominated by the Company is reasonable.

## **13. Other Leave**

- 13.1 Subject to the provisions of any applicable Industrial Instrument, you are entitled to the public holidays observed/gazetted for your work location. However, due to the nature of your position and the Company's business you may be required to work on public holidays and you acknowledge this is reasonable.

- 13.2 Your long service leave will accrue in accordance with applicable legislation.
- 13.3 The Company will grant other leave such as parental leave, compassionate leave, jury service leave and community service leave in accordance with the Act or Group Entity policy.

**14. Business Expenses**

- 14.1 The Company will reimburse you for reasonable out of pocket expenses you incur in the performance of your work, provided that you obtain the approval of the Company prior to incurring such expenses. You must provide the Company with receipts and other documents to substantiate the expenses to the satisfaction of the Company.
- 14.2 Subject to the conditions of the relevant Group Entity policy, the Company may, at its discretion, provide you with a company credit card to use for business related purposes only. You agree that you will not incur personal expenses on any company credit card that you may be provided.

**15. Confidential Information**

- 15.1 Subject to subclause 15.2, you must keep confidential all Confidential Information.
- 15.2 You may:
- (a) use Confidential Information solely for the purpose of performing your duties; and
  - (b) disclose Confidential Information only:
    - (i) to persons who are aware and agree that the Confidential Information must be kept confidential or have signed a confidentiality agreement required by the Company from time to time and either:
      - (I) have a need to know (and only to the extent that each has a need to know); or
      - (II) have been approved by the Company; or
    - (ii) that you are required by law to disclose provided that you immediately notify the Company of the disclosure requirements before making the disclosure, or where that is not possible, immediately after making the disclosure.
- 15.3 You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information by any entity or person.
- 15.4 You must provide assistance reasonably requested by any Group Entity in relation to any proceedings any Group Entity may take against any person for unauthorised use, copying or disclosure of Confidential Information.
- 15.5 The provisions of this clause shall survive the termination of your employment, except in respect of information that is part of your general skill and knowledge.

**16. Intellectual Property Rights and Moral Rights**

- 16.1 You:

- (a) assign to the Company all existing and future Intellectual Property Rights you may own and which do not vest in the Company by operation of law;
  - (b) acknowledge that by virtue of this clause all such existing Intellectual Property Rights and on their creation all such future Intellectual Property Rights will vest in the Company;
  - (c) acknowledge that you may have Moral Rights; and
  - (d) voluntarily and unconditionally consent to all or any acts or omissions by the Company, and its assignees, successors in title, or persons authorised by the Company, which would otherwise infringe your Moral Rights.
- 16.2 You must do all things reasonably requested by the Company to enable the Company to register, exploit and assure further the rights assigned under subclause 16.1 including executing all documents, forms and authorisations required to:
- (a) vest the Intellectual Property Rights in the Company;
  - (b) perfect the assignment of Intellectual Property Rights to the Company; and
  - (c) give full effect to this Agreement.
- 16.3 You must disclose to the Company everything in which Intellectual Property Rights may subsist.
- 16.4 You must execute all documents and do all acts and things required by the Company to enable the Company to register, exploit and further assure the rights assigned, and consents given under subclause 16.1.
- 16.5 You must do all acts and things required by the Company to assist the Company to enforce the Intellectual Property Rights assigned under subclause 16.1, in any claims or proceedings which it may bring in relation to the infringement of those Intellectual Property Rights by any third parties.
- 16.6 You hereby irrevocably appoint the Company and its officers (as defined in the *Corporations Act 2001*) as your attorney to do all things referred to in this clause.
- 16.7 You agree that during your employment by the Company you will use your best endeavours to ensure that you:
- (a) do not infringe the copyright or violate or impinge upon the private and civil or proprietary rights or any other rights recognised in law of any other person, firm or corporation including, without limiting the generality thereof, defamation, or any rights arising under provisions of the *Competition and Consumer Act 2010*;
  - (b) do not cause the Company to infringe, violate or impinge on such rights;
  - (c) do not produce, be involved in the production of or broadcast of any materials that contain obscene or defamatory material or any materials that are in contempt of court; and
  - (d) where relevant, keep informed of, observe and comply with the standards and/or codes of practice which are binding on the Company as may from time to time be applicable to the performance of your duties and functions under this Agreement.
- 16.8 The provisions of this clause shall survive the termination of your employment.



## **17. Termination**

17.1 Your employment may be terminated at any time:

- (a) by you giving to the Company notice in accordance with the Act or Enterprise Agreement in writing; or
- (b) by the Company giving to you notice in writing in accordance with the Act or Enterprise Agreement or by paying you an amount of your wages in lieu of the required period of notice or in part by giving you notice and in part by paying you an amount of your wages in lieu of the relevant part of the notice period.

Even if your position changes during your employment with the Company, the required period of notice will remain as set out above.

17.2 During the period of notice provided for in subclause 17.1, the Company may, at its discretion, require you to:

- (a) not attend for work; or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with the Company, provided only that you have the necessary skills and competencies to perform the duties; and
- (c) perform such duties at any location at which the Company conducts its business.

17.3 If you have annual leave approved by the Company before you give notice to terminate your employment in accordance with subclause 17.1, at the Company's election, your absence from work during such leave, if taken, will not be counted towards the notice period that you are required to give the Company.

17.4 In addition, the Company may terminate your employment by giving you notice in writing effective immediately if, in the opinion of the Company, you at any time engage in serious misconduct, including (but not limited to):

- (a) wilful neglect, or wilful misconduct, in carrying out your duties;
- (b) a serious breach of the terms of this Agreement, including but not limited to a failure to comply with a written Group Entity policy;
- (c) any act which in the reasonable opinion of the Company is likely to cause significant damage to any Group Entity's reputation or any of their respective products;
- (d) being convicted of, pleading guilty to, any offence involving dishonesty or which is punishable by imprisonment;
- (e) conduct that causes imminent, or serious, risk to the health or safety of a person or the reputation, viability or profitability of the Company's business;
- (f) theft, fraud or dishonesty;
- (g) being under the influence of alcohol and illegal drugs at work;

- (h) driving a company vehicle or your own vehicle on company business whilst over the prescribed blood alcohol limit; or
- (i) refusing to carry out a lawful instruction.

This includes serious misconduct before the date of this Agreement and/or while employed by another Group Entity.

- 17.5 If your employment is terminated under clause 17.1, the Company will not be required to make any payments to you other than:
- (a) if applicable, a payment in lieu of notice as set out in clause 17.1;
  - (b) if applicable, any redundancy payment the Company is required to make to you under clause 20, or in accordance with the Act;
  - (c) any wages due to you for work you have performed up to your last day of work;
  - (d) any superannuation contributions payable under applicable legislation in relation to work you have performed up to your last day of work, and where a payment in lieu of notice is made, in relation to that notice period; and
  - (e) payment of unused annual leave and/or long service leave to which you have an entitlement under applicable legislation as at your last day of work.
- 17.6 If your employment is terminated under subclause 17.4, the Company will not be required to make any payments to you other than those specified in subclauses 17.5(c), (d) and (e).
- 17.7 The Company, at its discretion, may suspend you from your employment on full pay or without pay for a period of up to seven days, or such greater period as the Company considers appropriate if the Company considers that it is in the best interests of the Company to do so.
- 17.8 Notwithstanding any other provision in this Agreement, if the Act requires that the Company give you a greater period of notice or greater payment in lieu of notice than provided under this clause in any particular circumstances, then the Company will give you this greater period of notice or payment in lieu of notice (as the case may be).
- 17.9 You consent to the Company providing you with notice of termination by email to your work email address or any other email address you have provided to the Company.
- 17.10 This clause 16 prevails over the remainder of this Agreement and is not limited by any other provision of this Agreement (including implied terms) or any other arrangement between you and the Company.

## **18. What happens after your employment ends**

- 18.1 If your employment ends for any reason:
- (a) you must immediately return to the Company all property of any Group Entity (including property leased by any Group Entity) which is in your possession, custody or control including all written or machine readable material, software, computers, computer records, credit cards, keys, motor vehicles, phone, equipment and any document or material containing Confidential Information;

- (b) if you have in your possession information or data belonging to any Group Entity, which is recorded on any computer or on any medium such that it is not capable of delivery to the Company, you must advise the Company of that fact and, subject to the right of the Company to obtain a copy of that information or data, erase that information or data in a manner such that it cannot be accessed, retrieved or reconstructed;
- (c) you must comply with the Company's termination procedure. Subject to the Act, failure to do so will result in a delay in any final payments owing to you;
- (d) the Company may set off any amounts you owe any Group Entity against any amounts the Company owes you at the date of termination except for amounts the Company is not entitled by law to set off;
- (e) your obligations under clauses 15, 16, 18, 21 continue after your employment ends except, under clause 15, in respect of information that is part of your general skill and knowledge; and
- (f) you must not record any Confidential Information in any form after your employment ends;
- (g) you must provide any assistance to any Group Entity reasonably required by the Company in relation to any threatened or actual proceedings before a court or tribunal;
- (h) you must delete your Work Related Social Media Accounts or take such other action in relation to those accounts as required by the Company.

## **19. Abandonment**

If you fail to report to work for 2 consecutive work days without informing the Company that you will not be attending work, you will be taken to have abandoned your employment as of the last day that you worked and your employment will terminate automatically on that day by operation of this agreement.

## **20. Redundancy**

- 20.1 Subject to clause 26, redundancy entitlements are provided in the Act or any applicable Group Entity policy or any applicable Industrial Instrument that may provide for greater redundancy pay entitlements, as applicable at the time of redundancy and as varied from time to time.
- 20.2 You acknowledge that you may be required to sign a deed of release, in terms determined by the Company, as a condition of receiving a redundancy payment under applicable Group Entity policy which exceeds your entitlements under the Act or any applicable industrial instrument.

## **21. Overpayments**

- 21.1 You agree that, subject to the Act, the Company may, at any time, deduct from your wages any monies owed by you to the Company, which includes, but is not limited to:
  - (a) overpayments made by any Group Entity to you; and
  - (b) moneys paid to you for leave where you have no entitlement to such leave.
- 21.2 You agree that the deductions listed in subclause 21.1 above are reasonable and principally for your benefit.

## **22. Industrial instrument**

- 22.1 If at any time a law or industrial instrument, including an enterprise agreement or modern award, applies to your employment including, without limitation, minimum hourly rates, penalties, overtime, allowances, annual leave loading and loadings (**Minimum Entitlements**), you agree that:
- (a) any Minimum Entitlements will be calculated at the applicable minimum hourly rate prescribed by the industrial instrument or legislation;
  - (b) as far as possible, your remuneration and other employment related benefits will be in satisfaction of the Minimum Entitlements; and
  - (c) the Minimum Entitlements do not form part of this Agreement.
- 22.2 As part of this, your annual remuneration includes payment for all hours worked (whether part of ordinary hours or not) and public holidays or substitute public holidays (whether you work on those days or not).
- 22.3 If an industrial instrument applies to your employment, it applies only as a matter of law until it is varied, replaced, rescinded or until it ceases to apply to your employment. It is not incorporated into your contract of employment.
- 22.4 Where there is an inconsistency in this Agreement and the Enterprise Agreement, the Enterprise Agreement will prevail to the extent of that inconsistency however no term or condition shall be less than the National Employment Standards contained in the *Fair Work Act 2009* as amended from time to time.

## **23. Workplace Surveillance**

- 23.1 The Company notifies you that it carries out ongoing, intermittent surveillance of the use of computer and other electronic and communications systems by employees – including emails, internet and files (including files stored on employees' work computers).
- 23.2 The surveillance is carried out by all means available to the Company which may include:
- (a) accessing employees' email account or emails;
  - (b) accessing files and other information contained on employees' computers, storage devices or communications devices;
  - (c) accessing records of internet usage by employees (including sites and pages visited, files downloaded, video and audio files accessed and data input); and
  - (d) use of monitoring, logging and automatic alerting software and other specialised software.
- 23.3 You agree that this surveillance will commence on the date of commencement of your employment under this Agreement.

## **24. Implied Restrictions**

The exercise of any right or discretion by the Company is in its absolute discretion and is not subject to any implied restrictions.

## **25. Interpretation**

- 25.1 A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- 25.2 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

## **26. Company policies and procedures**

- 26.1 You are directed to read and comply with the obligations imposed on you within the Group Entity's policies and procedures, including those of News Corp Australia and News Corp, as they relate to your employment. These policies and procedures may be varied from time to time, and you are directed to comply with such variations. Such policies and procedures do not form part of your contract of employment with the Company and are not contractually enforceable by you.
- 26.2 Any reference to any Group Entity's policies in this Agreement does not have the effect of making the terms of those policies part of this Agreement.

## **27. Variation to terms and conditions of employment**

The terms and conditions of employment contained in this Agreement apply to your employment from your commencement date until the cessation of your employment or until amended, varied or replaced by a new document which is agreed between you and the Company in writing.

## **28. Entire agreement**

- 28.1 The Agreement:
- (a) constitutes the entire agreement between you and the Company in relation to your employment and any implied contractual duty of the Company to act in good faith or reasonably is expressly excluded from forming part of it; and
  - (b) supersedes any prior understanding or agreement and any prior condition, warranty, indemnity or representation imposed, given or made by you or any Group Entity or their representatives.

## **29. Governing law**

This Agreement is governed by and construed under the laws of New South Wales and you and the Company irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales. However, this does not affect the fact that your employment is governed by the laws of the State or Territory in which you are based.

## **30. Definitions**

- 30.1 '**Act**' means the *Fair Work Act 2009 (Cth)* as amended from time to time.
- 30.2 '**Agreement**' means this Employment Agreement.
- 30.3 '**Carer's leave**' means paid or unpaid leave taken to provide care or support to a member of your Immediate Family or member of your household who requires care or support because of:
- (a) a personal illness or injury of the member; or

- (b) an unexpected emergency affecting the member.

30.4 **'Confidential Information'** means all confidential information including, but not limited to:

- (a) all information concerning the business, methods of operating and methods and proposal for marketing, promotion, and other activities of any Group Entity;
- (b) confidential information concerning any Group Entity's clients or those of a Related Corporation of the client;
- (c) confidential and financial information concerning any Group Entity;
- (d) trade secrets of any Group Entity;
- (e) confidential know-how of any Group Entity;
- (f) the terms of the Agreement;
- (g) information concerning the business, finances or customers of a third party which any Group Entity has an obligation not to disclose; and
- (h) all copies, notes and records on or incorporating the information referred to in subclauses 30.4(a), 30.4(b), 30.4(c), 30.4(d), 30.4(e), 30.4(f) and 30.4(g)

of which you become aware or generate in the course of, or in connection with, your employment with the Company but does not include information that is in the public domain for reasons other than unauthorised disclosure by you.

30.5 **'Group Entity'** means the Company and any entity including News Limited and News Corp that is connected with the Company by common interest in an economic enterprise including but not limited to any Related Corporation of the Company or any joint venture partner.

30.6 **'Immediate Family'** means:

- (a) your spouse (being a former spouse, defacto spouse and a former defacto spouse). A defacto spouse means persons living together as a couple on a bona fide domestic basis, including same sex couples; and
- (b) you or your spouse's child or adult child (included an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling.

30.7 **'Intellectual Property Rights'** means all intellectual property rights throughout the world including:

- (a) rights in relation to any copyright, patents, inventions, discoveries, designs, trademarks, domain names, trade secrets, know-how and the right to have confidential information kept confidential and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation 1967 (whether registered or unregistered); and
- (b) any application or right to apply for registration of any of those rights,

created or generated by you (whether alone or with any other persons) in the course of, in connection with or arising out of your employment with the Company including Intellectual Property Rights created:

- (c) before this Agreement is signed;
- (d) outside working hours and/or outside the workplace, and/or
- (e) using, to any material degree, the Company's or any other Group Entity's property, computer systems or resources or Confidential Information or any other opportunity provided by the Company or any of its Group Entities.

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

- (a) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
- (b) the right of attribution of authorship of a work; and
- (c) the right not to have authorship of a work falsely attributed, (which are rights created by the *Copyright Act 1968 (Cth)*) and any other similar right capable of protection under the laws of any applicable jurisdiction.

30.9 **'Person'** includes any natural person, the Company, partnership, association, trust, business, or other organisation or entity of any description and a Person's legal personal representative(s), successors, assigns or substitutes.

30.10 **'Personal leave'** means paid leave taken by you because of personal illness or injury.

30.11 **'Products'** means any products produced, manufactured, sold or distributed (and prospective products to be produced, manufactured, sold or distributed) by the Company.

30.12 **'Related Corporation'** has the meaning given to related body corporate under the *Corporations Act 2001 (Cth)* as amended from time to time.


30.13 **'Services'** means any services offered or provided by the Company.

30.14 **'Termination Date'** means your last day of employment with the Company however occurring (as opposed to the last day you perform work for the Company).

30.15 **'Work Related Social Media Accounts'** means your LinkedIn account, Twitter account and any other work related social media account.

**For and on behalf of Nationwide News Pty Limited:**

Name: Jennifer Spilsbury, Editor

Signed: 

Date: 06-Dec-2019 | 12:40 AEDT

Name:

Signed:

Date:



## **SCHEDULE A**

### **1. Remuneration components**

#### **a. Base wage**

In accordance with this Agreement and *the News Corp Australia Newspapers – MEAA Enterprise Agreement 2018 (Enterprise Agreement)*, your base wage is as set out below:

Base wage (excluding superannuation) - \$1,374.80 per week.

Your classification under the Enterprise Agreement is Grade 4.

#### **b. Superannuation**

Superannuation contributions will be made to a complying superannuation fund at the minimum amount, up to the maximum contribution base as amended from time to time, as required under superannuation guarantee legislation and in accordance with the rules of the fund.

#### **c. Other entitlements**

In accordance with this Agreement and the Enterprise Agreement, you will also be paid any applicable overtime, penalty rates, allowances and loadings payable under the Enterprise Agreement whilst it applies to your employment.