



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**UOW Pulse Ltd**  
(AG2016/7336)

### **PULSE ADMINISTRATIVE EMPLOYEES AGREEMENT - 2016**

Educational services

COMMISSIONER GREGORY

MELBOURNE, 10 JANUARY 2017

*Application for approval of the Pulse Administrative Employees Agreement - 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Pulse Administrative Employees Agreement - 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by UOW Pulse Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

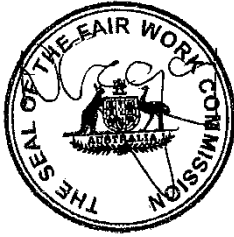
[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 January 2017. The nominal expiry date of the Agreement is 31 January 2018.



COMMISSIONER

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Annexure A



UOW  
PULSE

5 January 2017

**AG2016/7336 - Application for approval of the Pulse Administrative Employees Agreement 2016 ("the Agreement")**

**Undertaking**

Pursuant to section 190 of the *Fair Work Act 2009*, UOW Pulse Ltd provides the following undertakings in respect of the **Pulse Administrative Employees Agreement 2016**.

**Clause 8. Dispute Resolution Procedure**

1. If the dispute is not resolved after first raising with the employees immediate supervisor, the employee may raise the dispute with the relevant Unit Manager. An employee may also appoint a representative to represent them for the purpose of the procedures in this clause.

**Clause 44. Public Holidays and Concessional Days**

2. No employee will lose payment for a public holiday due to their absence before or after a public holiday.

I am authorised to give the undertaking on behalf of the Company.

Alfonso Maccioni  
Chief Executive Officer  
UOW Pulse Ltd

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

**Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.**

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

## **Pulse Administrative Employees Agreement - 2016**

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## **Part 1 – Coverage and Operation**

### **1. TITLE**

- 1.1 This agreement shall be known as the Pulse Administrative Employees Agreement - 2016.

### **2. COMMENCEMENT AND DURATION**

- 2.1 This Agreement will take effect from the first full pay period commencing on or after the date seven (7) days from the date of approval by FWC and will have a nominal expiry date of 31<sup>st</sup> January 2018.

### **3. RELATIONSHIP WITH OTHER AWARDS**

- 3.1 This agreement shall operate to the exclusion of all other awards and agreements.

### **4. PARTIES BOUND**

- 4.1 The parties to this agreement are:
- a. UOW Pulse Ltd.
  - b. Employees of UOW Pulse Ltd. who perform administrative duties as their primary function (excluding those identified as managerial roles) within Human Resources, General Office, Events and Venues, Child Care, and Finance during the life of the agreement; and
  - c. Community and Public Sector Union (CPSU).

### **5. DEFINITIONS AND INTERPRETATION**

- 5.1 "Casual Employee" means an employee who is engaged as such and paid as such.
- 5.2 "Employee" means an employee whose conditions of employment are regulated by this agreement.
- 5.3 "Fixed Term Employee" means an employee who is engaged as a full-time or part-time employee for a fixed period.
- 5.4 "Full-Time Employee" means a permanent employee who is engaged to work an average of 35 ordinary hours per week in accordance with this agreement.
- 5.5 "Permanent Employee" means a Full Time, Part Time employee not on fixed term contract.
- 5.6 "Part-Time Employee" is an employee with a permanent roster between 14-30 hours per week. By mutual agreement the hours may be varied.
- 5.7 "Pulse" and "Employer" means, UOW Pulse Ltd, a constitutional corporation to provide the following services;
- operation of food and bar services
  - childcare
  - catering and retail facilities

- conferencing and special events
- programs which assist in the development of students or other facilities or services required by students and others within the university community
- admin support incidental to the above activities

- 5.8 "Union" means the Community and Public Sector Union.
- 5.9 Session or semester, means the two main teaching periods of the University currently referred to as Spring and Autumn Session.
- 5.10 A "student employee" is an employee who is currently an enrolled student of the university and on campus at the time of the rostered shift.
- 5.11 "FWC" means Fair Work Commission.
- 5.12 "NES" means National Employment Standards.

## **6. CLASSIFICATIONS**

- 6.1 This Agreement covers all administrative employees of Pulse engaged in the classifications specified in Schedule B.
- 6.2 The typical duties for each job include, but are not limited to, those tasks described in Schedule B.
- 6.3 Notwithstanding the requirements of clause 6.2, employees will be employed to carry out such duties as may be directed by the employer from time to time, subject to the limits of their skill and competence and training.

## **7. FLEXIBILITY**

- 7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning
- 7.1.1 arrangements for when work is performed;
  - 7.1.2 overtime rates;
  - 7.1.3 penalty rates;
  - 7.1.4 allowances; and
  - 7.1.5 leave loading.
- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. Employees will be provided with the written agreement for 7 days prior to it commencing during which time they may seek advice on the agreement with their representative.
- 7.3 The agreement between the employer and the individual employee must:
- 7.3.1 be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
  - 7.3.2 result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.



- 7.4 The agreement between the employer and the individual employee must also:
- 7.4.1 be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - 7.4.2 state each term of this award that the employer and the individual employee have agreed to vary;
  - 7.4.3 detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - 7.4.4 detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - 7.4.5 state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to that employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
- 7.8.1 by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - 7.8.2 at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Part 2 – Consultation and Dispute Resolution**

### **8. DISPUTE RESOLUTION PROCEDURE**

- 8.1 In the event of a dispute about a matter under this agreement or a dispute in relation to the NES of any staff covered by this agreement shall be settled in a timely manner by the following steps:
- Step 1. The affected staff member(s) should discuss the matter with their relevant supervisor. Where the dispute concerns the conduct of the supervisor and there are serious and legitimate concerns where it would be inappropriate to attempt to resolve the matter through discussion with their supervisor, the staff member may progress to

Step 2. Serious and legitimate concerns would normally involve significant bullying and/or discrimination where the affected staff member felt unable to address the matter directly.

Step 3. If the dispute is not resolved, or Step 1 is inappropriate as outlined above, the staff member(s) may raise the dispute with the relevant Unit Manager. Pulse and/or the staff member(s) may appoint a representative, which may be a union official, to accompany and/or represent them from this step.

Step 4. If the dispute is not resolved, the staff member(s) or the representative may raise the dispute with Pulse Chief Executive Officer or nominated officer.

Step 5. If the dispute is not resolved, an independent mediator may be appointed (costs of which will be paid by the party who initiates the mediation) All attempts will be made to convene and conduct the mediation within 15 working days.

Step 6. If the dispute is not resolved, either party may refer the dispute to Fair Work Commission for conciliation.

Step 7. If the dispute is unable to be resolved by conciliation, then the parties agree that Fair Work Commission may arbitrate the dispute and make an order that is binding on both parties. The decision of Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision.

- 8.2 Until such time as the procedures above have been completed, work shall continue as normal before the dispute arose, unless there is a genuine safety issue involved, and no industrial action shall be implemented by any party to the dispute. Where Pulse believes that an inquiry is required due to alleged serious misconduct a staff member may be stood down with pay while the inquiry is conducted.

## **9. CONSULTATION ON CHANGE**

### **9.1 Introduction of Change - Pulse Duty to Notify**

9.1.1 Where Pulse has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Pulse shall notify the employees who may be affected by the proposed changes and the Union to which they belong.

9.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of Pulse's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this award Agreement makes provision for alteration of any of the matters referred to above, an alteration shall not be deemed to have significant effect.

### **9.2 Pulse Duty to Discuss Change**

9.2.1 Pulse shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclause 9.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt

consideration to matters raised by the employees and/or the Union in relation to the changes.

9.2.2 The discussions shall commence as early as practicable after a definite decision has been made by Pulse to make the changes referred to in subclause 9.1 above.

9.2.3 For the purpose of such discussions, Pulse shall provide to the employees concerned and the Union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that Pulse shall not be required to disclose confidential information the disclosure of which would adversely affect Pulse.

9.2.4 Where the staff and/or Union agree to maintain confidentiality, Pulse will consider a request to discuss and/or view confidential information. This will not involve providing or allowing copies to be taken by staff and/or Union.

## **Part 3 – Types of Employment and Termination of Employment**

### **10. TERMS OF EMPLOYMENT**

- 10.1 Employees shall be engaged on a full-time, part-time, fixed term or casual basis.
- 10.2 Full time employees are engaged on an ongoing basis to work an average of 35 hours per week.
- 10.3 Part time employees are engaged to work a regular number of hours per week, such hours being less than the corresponding full-time hours prescribed for the classification but not less than fourteen (14) and not more than thirty (30) hours per week.
- 10.4 A casual employee is one engaged and paid by the hour for a minimum of 3 hours per engagement.
- 10.5 The employer may engage an employee as a student employee when that person is currently studying at Wollongong University.
- 10.5.1 Such persons shall be engaged on an hourly basis to perform duties within the scope of the level descriptors contained within this agreement with a minimum engagement of one hour. They will be paid in accordance with clause 17.
- 10.5.2 Such persons shall not be employed to replace existing Pulse employees covered by this agreement, or to perform the work of Pulse employees covered by this agreement on an ongoing basis.
- 10.6 Probationary Employment
- 10.5.1 Notwithstanding anything elsewhere contained in this Agreement, an employer may employ an employee on a probationary period.
- 10.5.2 The period of probation shall be for a period of not more than six (6) months.
- 10.5.3 Notwithstanding any provision contained elsewhere in this Agreement the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture

of one week's salary where such notice is not given.

- 10.7 On engagement all employees shall be given written advice of –
  - (i) the date on which the employment is to commence;
  - (ii) the classification of the employee;
  - (iii) the salary of the employee;
  - (iv) the terms and conditions of employment applicable to the employee;
  - (v) the hours of duty and time of attendance of the employee;
  - (vi) a job description specifying the duties to be performed by the employee, and will also have a copy of the Agreement available to them.

**11. FIXED TERM EMPLOYMENT**

- 11.1 A contract employee may be employed either on a full-time or part-time basis and shall be entitled to all the provisions of this Agreement, but calculated pro rata where appropriate for a period of no greater than 24 months.
- 11.2 On engagement, a contract employee shall be given written advice as per clause 10.7, and in addition will be advised, in writing, of the date on which the employment is to terminate.
- 11.3 Staff will only be engaged on a fixed term contract where:
  - (i) a position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task; or
  - (ii) the position is vacant as a result of an employee's absence on leave (paid or unpaid) or secondment, or is otherwise absent for duty;
  - (iii) the position is funded from a specific purpose external grant;
  - (iv) or by agreement between the employer and the CPSU.
- 11.4 Fixed term contracts shall be reviewed at the completion of 24 months at which point it may be confirmed as a contract or be replaced with a fixed term or permanent appointment or permitted to expire.
- 11.5 Probationary employment period shall be in accordance with Clause 10.6 of this Agreement.

**12. TERMINATION OF EMPLOYMENT**

- 12.1 In accordance with the NES, Pulse may terminate the employment of a full-time or part-time employee by giving the amount of notice set out below for the employee's period of continuous employment or by paying the employee the monies the employee would otherwise have earned during this period:

Less than 1 year .....	1 week
1 year and less than 3 years .....	2 weeks
3 years and less than 5 years .....	3 weeks
5 years and over .....	4 weeks

In addition to the above notice, employees over 45 years of age at the time of giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.

- 12.2. Nothing in this clause shall affect the right of Pulse to dismiss an employee without notice for serious misconduct. This may include, but is not limited to, an employee acting dishonestly in employment or an employee failing to carry out a lawful and

reasonable direction.

- 12.3 A full-time or part-time employee, when leaving employment, must give Pulse at least two week's notice or forfeit wages for any part of the notice period not worked.
- 12.4 On termination of employment for any reason Pulse will give a full or part-time employee a certificate of service stating how long the employee had worked for Pulse and what job the employee did.

### **13. REDEPLOYMENT AND REDUNDANCY**

- 13.1 This clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 6, Classification.
- 13.2 Notwithstanding anything contained elsewhere in this clause, this Clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 13.3 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of staff.
- 13.4 Where Pulse has made a definite decision that Pulse no longer wishes the job the employee has been doing to be done by anyone pursuant to subclause 9.1.1, and that decision may lead to the termination of employment, Pulse shall hold discussions with the employees directly affected and with the Union to which they belong.
- 13.5 The discussions shall take place as soon as is practicable after Pulse has made a definite decision and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- 13.6 For the purpose of the discussion Pulse shall, as soon as practicable, provide to the employees concerned and the Union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that Pulse shall not be required to disclose confidential information the disclosure of which would adversely affect Pulse.
- 13.7 Notice of Termination
  - Less than 1 year ..... 1 week
  - 1 year and less than 3 years ..... 2 weeks
  - 3 years and less than 5 years..... 3 weeks
  - 5 years and over ..... 4 weeks

In addition to the above notice, employees over the age of 45 and who have completed at least 2 years of continuous service at the time of giving notice, shall be entitled to an additional weeks notice. Where the employee agrees, Pulse may pay the

employee the equivalent payment in lieu of notice.

### 13.8 Time Off During the Notice Period

13.8.1 During the period of notice of termination given by Pulse, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five days, for the purpose of seeking other employment, outplacement services or financial advice.

13.8.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of Pulse, be required to produce proof of attendance or the employee shall not receive payment for the time absent.

13.8.3 Pulse will assist the staff member in resume writing as required.

### 13.9 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this Clause to which the employee would have been entitled had the employee remained with Pulse until the expiry of such notice.

### 13.10 Statement of Employment

Pulse shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

### 13.11 Notice to Centrelink

Where a decision has been made to terminate employees, Pulse shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

### 13.12 Centrelink Employment Separation Certificate

Pulse shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.

### 13.13 Transfer to Lower-Paid Duties

Where an employee accepts a transfer to lower-paid duties for reasons set out in subclause 9.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and Pulse may, at Pulse's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

### 13.14 Severance Pay

13.14.1 Where an employee elects, at the time of being advised of displacement, not to pursue redeployment but rather for immediate redundancy, he/she will be entitled to 16 weeks notice or payment in lieu of all or part of this notice period.

13.14.2 An employee who is made redundant will be entitled, in addition to the notice periods set out at clause 13.14.1 to a severance payment calculated on the basis of four

weeks pay where the length of service is less than one year and for service in excess of one year, two weeks pay for each additional completed year of service up to a maximum of 36 weeks.

13.14.2 An employee aged 45 years or more shall be entitled to an additional four weeks pay at the ordinary rate of pay for the employee concerned

13.14.3 In this subclause, weeks pay mean 35 hours or (pro rata) at the employees rate of pay as provided in this agreement without any allowances.

13.15 Incapacity to Pay

Subject to an application by Pulse and further order of FWC, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in subclause 13.14 above. FWC shall have regard to such financial and other resources of Pulse concerned as it thinks relevant, and the probable effect of paying the amount of severance pay in subclause 13.14 of this Clause will have on Pulse. This clause shall not apply to employees employed at the time of making this agreement.

13.16 Alternative Employment

Subject to an application by Pulse and further order of FWC, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in sub clause 13.14 above if Pulse obtains acceptable alternative employment for an employee. This clause shall not apply to employees employed at the time of making this agreement.

## 14. CASUAL CONVERSION

14.1 A casual employee is eligible to apply for conversion to continuing or fixed term employment, as appropriate, where they have been employed on a regular and systematic basis in the same or similar position, for at least 12 months, and working on average 50% of a full time equivalent or more;

14.2 Conversion to fixed term will only occur where the position meets the criteria in clause 11.3

14.3 Conversion to part time hours will be based on the average hours worked, unless the position by agreement is converted to full time or the average hours of work is more than 33 hours per week and the average is less than full time only due to occasional time off in lieu of leave.

## 15. ABANDONMENT OF EMPLOYMENT

15.1 Where an employee is absent from work for a continuous period exceeding 3 full working days, without just cause or without consent from their manager, and where Pulse suspects that the employee has abandoned their employment, Pulse will make all reasonable attempts to contact the employee.

15.2 These attempts will include email, phone (if available) and finally by registered letter allowing a period of 5 working days for a response. If there is no response within 5 working days, then the employee will be suspended without pay, effective from the first unauthorised day the employee was absent.

15.3 Where the employee, or a relative, does not make contact and/or provide a reasonable cause for their absence, or the registered letter is unable to be delivered within 5 working days, Pulse may determine that the employee has abandoned their employment and will be entitled to terminate the employment and notify the employee

in writing. The letter of notification will be forwarded to the employee's last known residential or postal address.

## **Part 4 – Rates of Pay and Related Matters**

### **16. PAYMENT OF WAGES**

- 16.1 All wages will be paid fortnightly by electronic funds transfer. It is the intention of Pulse to change to fortnightly pays sometime after lodgement of this agreement.
- 16.2 Wages will be transferred not later than 3 working days following the end of any pay period.
- 16.3 All wages will be calculated in 15 minute intervals for time worked of less than an hour.
- 16.4 Consultation will occur with individual employees to assist in the transition to fortnightly pays prior to any change in frequency of payment. Where financial hardship or difficulty occurs as a result of the transition, the employee may apply for and Pulse will endeavour to provide financial assistance on a case by case basis to be repaid over subsequent pay periods.

### **17. WAGES**

- 17.1 Full-Time Employees
  - 17.1.1 Employees covered under this Agreement will be paid the relevant rate specified in Table 1 of Schedule A, corresponding to their classification level.
- 17.2 Part-Time Employees
  - 17.2.1 Part-time employees shall be paid on a proportionate basis to the appropriate full-time employee, and shall be entitled to the provisions of this Agreement on a proportionate basis unless otherwise provided by this Agreement.
- 17.3 Casual Employees
  - 17.3.1 Casual employees will be paid for each hour worked for the Level that applies to the employee plus a casual loading of 25%. The casual loading is in lieu of leave entitlements and other benefits applicable to full and part time employees.
- 17.4 Salary Increases
  - 17.4.1 This agreement provides for a 3% wage increase effective from the first full pay period of January 2016 and each year thereafter.
  - 17.4.2 On the 31st of January each year of their appointment, or in the case of new employees in their next year, staff shall proceed to the next incremental position on the salary scale subject to satisfactory service.

### **18. DEVELOPMENT AND SALARY PROGRESSION**

- 18.1 The objectives of the salary structure are to maintain skill levels across the full range of jobs contained within this agreement to ensure an equitable approach to remuneration



for positions requiring the same skill levels; to create a simplified classification structure; to provide award based classification descriptors based on skill levels which will be the primary determinants of the classifications of positions contained in this agreement.

- 18.2 This agreement provides for broad banded classifications at levels 1-2, 3-4 and 6-7. Within each broad banded classification a progression bar exists. Employees will have the opportunity to seek advancement beyond such competency bars by demonstrating skills, experience or qualifications against level descriptors contained in Schedule B.
- 18.3 Specific profiles and standards will define the competency bars within the broad banded levels based on the Pulse Level Descriptors (Schedule B). Progression beyond these nominated steps is contingent on the following requirements:
- (i) Employees must, normally, have spent 12 months at the salary point specified as a competency bar.
  - (ii) Progression through a competency bar requires the employee to have completed a current Learning and Development Plan.
  - (iii) Managers review the current position description which identifies the job requirements that permit progression beyond a barrier and affirm that the position requires the use of these competencies. The employee and their supervisor must then confirm attainment of the competencies in the profile selected above and provide examples. The relevant manager reviews the information to ensure it warrants advancement beyond the barrier. The level descriptors contain a number of generic competencies and a number of specific or streamed competencies which can be aligned with ones job description, commensurate within the level to distinguish the additional value of work performed at the higher level within a broad banded position.
- 18.4 Where there is a dispute, a request for review should be referred to the General Manager. Where the dispute cannot then be resolved Clause 8 - Dispute Resolution Procedure may be applied.

## **19. HIGHER DUTIES**

- 19.1 An employee (hereinafter called the relieving employee) who is appointed temporarily to perform all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment shall, subject to this clause, be paid an allowance at a rate determined in accordance with sub-clause (19.2) of this clause for all the time during which he/she performs such duties.
- 19.2 The rate of the allowance referred to in sub-clause (19.1) of this clause shall be an amount equal to the difference between the minimum salary of the higher classified position and the salary which the relieving employee is entitled to receive in the position he/she substantively occupies. If an employee is required to perform only part of the duties of a higher classified position, the allowance shall be paid at 50% of this rate.
- 19.3 No allowance shall be payable pursuant to this clause if the minimum salary for the higher classified position is less than the salary the relieving employee is receiving in the position he/she substantively occupies.
- 19.4 No allowance shall be payable pursuant to this clause unless the relieving employee performs the duties of the higher classified position for a period of at least five (5) consecutive working days.

- 19.5 No allowance shall be payable pursuant to this clause to a designated relieving employee or a relieving employee who is recognised as the deputy or assistant of a more senior employee and whose normal duties as specified by his/her job description include deputising for that more senior employee.
- 19.6 For the purpose of calculating the rate of allowance payable pursuant to this clause or determining whether such allowance is payable, "salary" means the appropriate salary payable from time to time during the period the relieving employee is required to temporarily perform the duties of the higher classified position and such allowance shall be varied to take account of changes in salary during that period.
- 19.7 Staff members who have acted for one year or more in the same higher classified position and who, due to extraordinary circumstances, continue to act in that position are eligible for payment of the higher duties allowance for any recreation leave, extended leave, sick leave or special leave which is taken during the period of relief.
- 19.8 When using HDA to fill a vacant position, a decision about how the relief period is to be used should be made. Consideration should be given to the use of the HDA opportunity for staff development purposes.
- 19.9 Prior to the start of relief, the Unit Manager of the vacant position is responsible for:
- (i) Gaining approval for the relief position from the General Manager or their delegate.
  - (ii) Advising payroll of the occurrence and rate of the relieving allowance

## **20. LAUNDRY ALLOWANCE**

- 20.1 Special clothing and general uniforms will be laundered or cleaned at the Employer's expense or in lieu thereof the employer shall pay an allowance the amount of which is set out in Item 2 of Table 2 of Schedule A.

## **21. TRAVEL ALLOWANCE**

- 21.1 Time spent by an employee in travelling on the employer's business shall count as time worked by the employee, provided that time normally spent travelling daily to and from work shall not count as business travel.
- 21.2 Where an employee is required to travel on the employer's business, Pulse, shall, whenever possible, provide the employee with a vehicle for such travel.
- 21.3 An employee authorised to use the employee's vehicle to travel on business, shall be paid a vehicle allowance consistent with the allowances approved by the Australian Taxation Office as reasonable and shall be adjusted consistent with ATO movements during the life of this agreement.
- 21.4 **Non Motor Vehicle Travel**  
Employees directed by the employer to travel by air or rail on behalf of the employer shall be entitled to economy class air or first class rail travel including sleeping berth.
- 21.5 **Accommodation Allowances**  
The rates set out below shall apply in circumstances where accommodation and meals are not provided by the employer during business travel:
- (i) Rates for overnight accommodation  
The quantum of allowance payable by Pulse shall be consistent with the

quantum of allowances approved by the Australian Taxation Office as reasonable and shall be adjusted consistent with ATO movements.

- (ii) Meal Allowances on Journeys not requiring overnight accommodation  
The quantum of meal allowance payable by Pulse shall be consistent with the quantum of meal allowances approved by the Australian Taxation Office as reasonable and shall be adjusted consistent with ATO movements.

## 22. FIRST AID

22.1 An employee nominated by Pulse to perform the duties of First Aid Officer shall be paid an allowance as contained in Schedule A - Other Rates and Allowances for each week as set out in Item 3 of Table 2 of Schedule A provided that:

- the employee shall keep the certificate in a state of currency; and
- shall undertake to keep abreast of new first aid methods relevant to such certificate; and
- Pulse shall provide training for employees to obtain and maintain a first aid certificate.

## 23. MEAL SUBSIDY

23.1 Permanent, Fixed Term and Casual staff who work 5 hours or more per shift shall receive one meal subsidy voucher per day to the value of \$8.00 when taking an unpaid meal break. The subsidy is to be used in accordance with the following;

- Purchased items to be consumed on the premises
- Meal subsidy cannot be used to purchase confectionery, snack products, ice creams and alcohol.
- Meal subsidy voucher can be redeemed at IGA, RUSH and UniBar only.
- Meal subsidy voucher is not redeemable for cash and no change will be given in transactions.

## 24. SUPERANNUATION

24.1 The subject of superannuation (SGC) is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

24.2 Employees will have the ability to salary sacrifice additional superannuation payments in accordance with policy and associated charges.

24.3 In the case of permanent employees employed by Pulse prior to the 1 January 2013, in addition to the compulsory entitlement (SGC), employees may elect to contribute a minimum of 5% of the employees gross salary to an approved superannuation fund and the Pulse will contribute the following percentages of the employees gross salary:

- 5% for employees whose service with Pulse is 1-5 years
- 7.5% for employees whose service with Pulse is 5-10 years
- 10% for employees whose service with Pulse is 10 years +

24.4 To avoid doubt, employees engaged after 1 January 2013 shall not be entitled to the

benefits in sub-clause 24.3.

## Part 5 – Hours of Work and Related Matters

### 25. ORDINARY HOURS

25.1 The ordinary hours of work in any one (1) week shall not exceed thirty five (35). These hours are to be worked between the hours of 7:00am and 6:00pm Monday to Friday inclusive, except as otherwise provided in this agreement.

### 26. ROSTERED STAFF - WORK ROSTERS

26.1 Where an employee is required to work according to a Roster, the following provisions shall apply -

- (i) Work rosters shall be posted in a readily accessible place.
- (ii) All rosters shall indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- (iii) (1) Changes of shift in rosters shall be notified at least 72 hours before they become operative;  
(2) Changes of rosters shall be notified at least seven days prior to becoming operative;  
Provided that a shift or roster may be changed at any time to enable the function of Pulse to be carried on, where another employee is absent from duty on account of illness or in an emergency, but provided further that is such alteration involves an employee working on a day that shall be paid at overtime rates.
- (iv) Places in shifts or rosters may be interchanged by agreement between the employees and the employer, provided that the employer shall not incur additional shift or overtime penalties as a consequence of the interchange.

### 27. MEAL BREAK AND REST PAUSES

27.1 Every employee shall be entitled to the following breaks according to hours worked.

Hours Worked	Rest Pause	Meal Break
3 hrs up to 5hrs	1x10 mins	Nil
Beyond 5 hrs up to 7 hrs	1x15 mins 1x10 mins	1 x 30 to 60mins (unpaid)

27.2 No rest pause shall be given or taken within 1 hour of the employees commencing or ceasing time. The timing of the rest pause shall accommodate the needs of the business.

27.3 An employee working beyond 6pm will receive a second unpaid meal break of 30 minutes and will be entitled to a meal allowance as contained within this agreement or a meal will be provided.

### 28. OVERTIME

28.1 The employer may require an employee to work reasonable overtime at overtime rates prescribed herein. Wherever possible, an employee shall be given at least forty-eight hours notice of any overtime to be worked, provided that where such notice is not given, an employee shall not be required to work overtime where the employee satisfies

the employer that there is good and sufficient reason why he or she cannot work overtime that day.

Where practicable, additional hours should be considered for existing staff rather than the use of casuals.

- 28.2 Except as hereinafter provided, where overtime is worked as required by the employer.
- (i) all overtime worked outside ordinary or rostered hours of duty shall be paid for at the rate of time and one-half times the ordinary rate of pay for the first two hours and double the ordinary rate of pay thereafter until completion of the overtime work;
  - (ii) all overtime worked between midnight Saturday and midnight Sunday shall be paid for at double the ordinary rate of pay with a minimum payment of four hours.
  - (iii) all overtime worked on a Public Holiday shall be paid at two and one-half times the ordinary rate of pay with a minimum payment of four hours.
- 28.3
- (i) when overtime is necessary it shall, whenever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days;
  - (ii) an employee who works so much overtime between the termination of ordinary duty on one day and the commencement of ordinary duty on the next day that there is not at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, and such employee shall not report for duty during the next period of not less than ten hours of duty from the completion of the overtime worked unless directed otherwise by the employer;
  - (iii) If, on the instructions of the employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty, he/she shall be paid at overtime rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
  - (iv) the provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker.
- 28.4 Where an employee has been instructed to report for duty for prearranged overtime on a day which he/she would not have been required to work and on reporting for duty on that day finds that no overtime is available, the employee shall be paid three hours at the overtime rate for that day.
- 28.5 Each day's overtime shall stand alone and shall be calculated to the nearest quarter of an hour.
- 28.6 Notwithstanding anything contained in this clause employees who have permission of the employer to work flexible or variable hours may work in excess or outside of the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the employer.

Time worked to accumulate flexible or variable working hours credits or to extinguish debits will not attract overtime payments.

- 28.7 (i) Where -
- (1) an employee performs duty in respect of which he/she is entitled to receive any overtime payment; and
  - (2) the employee is agreeable to the granting of time off in lieu of overtime payment.

the employer may, instead of making that overtime payment, grant to the employee time off for a period equivalent to the full overtime payment in hours which would have been payable.

For example: 4 hours overtime worked at double time is equal to 8 hours time off in lieu of overtime payment.

- (ii) The maximum number of hours of time off in lieu of overtime payments that may be accumulated under this clause, by an employee, shall not exceed the number of hours in the employee's ordinary working week.
- (iii) Time off which is accumulated pursuant to this sub-clause shall be taken at a time mutually agreed upon between the employee concerned and the employer, provided that the time off shall be taken within a period of up to six months from the time that the overtime was performed.

- 28.8 Employees called back for work after leaving the employer's premises shall be paid at the appropriate overtime rate for a minimum of four hours. Each call shall stand alone. This sub-clause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.

## **Part 6 – Leave and Public Holidays**

### **29. ANNUAL LEAVE**

- 29.1 All employees, other than casuals, have an entitlement to annual leave based on their ordinary hours worked in accordance with the National Employment Standards.

29.1.1 Full-time employees will accrue 4 weeks leave per annum based on a maximum 35 ordinary hours per week consistent with this agreement.

29.1.2 Part time employees accrue annual leave on a pro rata basis.

29.1.3 Annual leave accrues progressively during the year and accumulates from year to year. Any accrued untaken leave will be paid out on termination of employment.

29.1.4 Where an employee is absent on leave without pay for more than 5 working days in any year, the period of absence will not be counted as service for the purpose of accruing annual leave in that year.

- 29.2 Accrued annual leave may be taken in broken periods, as agreed by the Employer and the Employee. The Employer may not unreasonably refuse an Employee's request, subject to the operating requirements of the business.

- 29.3 Employees are required to take at least three (3) weeks annual leave every 12 months, except by agreement with the Manager in special circumstances. In the absence of agreement, annual leave may be taken at the direction of the Employer, provided that the Employer gives no less than four (4) weeks notice in writing to the employee and the requirement is reasonable.
- 29.4 Where an employee has accumulated excess leave totaling 6 weeks entitlement, the employer may direct the employee to take leave within six months.
- 29.5 Where an employee is granted and takes long service leave on half pay, the period of such long service leave shall be taken into account to the extent of one-half thereof only in determining the employee's accrual of annual leave.
- 29.6 Where an employee, who is eligible for annual leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of one week or more whilst on annual leave, the employer shall recredit the employee with an equivalent period of annual leave, provided that no such recredit shall be granted to a member of staff on annual leave immediately prior to retirement, resignation or termination of service.

### **30. ANNUAL LEAVE LOADING**

- 30.1 Annual leave loading will be paid on the first payday in December each year based on the proportion of the leave loading year (1 January to 31 December) worked by the employee at the ordinary rate of pay as at 31 December of the leave loading year.
- 30.2 Employees shall be granted an annual leave loading equivalent to 17.5% of 4 weeks ordinary salary as at 31 December.
- 30.3 Upon resignation or termination by Pulse, for any reason other than misconduct, an employee who has not been paid an annual leave loading will be paid the loading.

### **31. LONG SERVICE LEAVE**

- 31.1 An employee employed after 1 January 2013 shall be entitled to Long Service Leave with pay, subject to and in accordance with the *Long Service Leave Act 1955* (NSW), as consolidated, amended or replaced.
- 31.2 Employees, employed prior to the 1 January 2013, shall be eligible for long service leave as follows –
- (i) After 10 years service (whether continuous or broken) to 13 weeks on full pay or 26 weeks on half pay.
  - (ii) After 15 years service (whether continuous or broken) to 19.5 weeks on full pay or 39 weeks on half pay.
  - (iii) For service between 10 years and 15 years (whether continuous or broken) leave shall accrue proportionately on the basis of subclause 31.2.1(i) above.
  - (iv) For service in excess of 15 years (whether continuous or broken), leave additional to that prescribed in sub-clause 31.1(ii), pro-rata at a rate of 10.83 weeks on full pay or 21.66 on half pay, for each completed 5 years of service.

- (v) Where an employee has completed at least five years continuous service as an adult, but less than ten years continuous service, and his or her services are terminated by the employer for any reason other than for serious and wilful misconduct, or by the employee on account of illness, incapacity, or domestic or other pressing necessity, or by reason of the death of the employee, such employee shall be entitled to a proportionate amount of long service leave on the basis of three months for ten years service. For the purposes of the application of this provision, it shall be interpreted in the same manner as the similar provision in the Long Service Leave Act, 1955 as amended.
- 31.3 If an employee has an entitlement to long service leave under subclause 31.2 (i), 31.2 (ii), 31.2 (iii), or 31.2 (iv) above, but prior to entering upon such leave has his or her employment terminated by dismissal or by notice duly given by either party, he or she shall be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
- 31.4 In the event of the death of any employee, the monetary value of all long service leave for which the employee was eligible at the time of death shall be paid to his or her legal personal representative, unless paid by the employer to the employee's widow or widower, partner (including defacto or same sex) or to the guardian of the children of the employee.
- 31.5 For the purpose of calculating service in respect of sub-clause 31.2 -
- (i) (1) Any periods of leave without pay shall not count as service when determining whether an employee has completed ten years' service.  
  
(2) Any periods of leave without pay prior to completing ten years' service shall not count as service for the purposes of long service leave.  
  
(3) Any period of leave without pay not exceeding six months shall count for long service leave purposes where an employee has completed ten or more years service but where such period of leave without pay exceeds six months, the whole period of leave without pay shall not count as service.
  - (ii) Where an employee is granted leave for service in Her Majesty's forces, such service shall be counted as ordinary service in computing long service leave.
  - (iii) Service with an employer, after retirement shall not count as service for the purpose of long service leave, under this Agreement.

## **32. PARENTAL LEAVE**

- 32.1 Parental Leave shall be granted to employees in respect of the birth or the adoption of a child.
- 32.2 All leave entitlements relating to the birth of a child shall also apply to adoption of a child. In the case of adoption, the date of placement shall be deemed equivalent to the date of birth. In the case of adoption, either parent may be considered as the primary care giver.
- 32.3 Employees, other than casual employees, who have completed at least 12 months continuous paid service prior to the commencement of Parental Leave shall be granted Parental Leave, subject to the conditions contained in this clause.



- 32.4 Employees who have not completed at least 12 months continuous paid service are not entitled to Parental Leave but may submit an application for leave without pay. Such applications will be dealt with on a case by case basis.
- 32.5 A female employee or the primary care giver in an adoptive arrangement shall be entitled to Parental Leave with pay at the ordinary rate:
- (i) Where the absence exceeds 12 weeks - for the first 12 weeks of that absence; and
  - (ii) Where the absence is less than 12 weeks for the whole of that absence. Provided that, where the absence exceeds 24 weeks, and if requested by the employee, payment for parental leave may be made at half-pay for the first 24 weeks of the absence.
- 32.6 Employees are entitled to a total of 104 weeks unpaid or paid parental leave, consistent with clause 32.5, commencing from the date of birth, or placement of the child.
- 32.7 Employees who wish to take Parental Leave shall give the employer not less than four weeks' written notice of the proposed commencement date of Parental Leave. Such notice shall specify the date on which the employee intends to return to work, and shall be supported by evidence of the anticipated date of birth or placement of the child. Employees are also required to provide a statutory declaration demonstrating a parental relationship to the child. In cases where both parents are in employment, a statutory declaration setting out the leave arrangements made with their respective employers is required. In cases where the Applicant is the only parent employed, the statutory declaration should state this fact. Any variations to the nominated date of return to work require 4 weeks notice.
- 32.8 The total absence on Parental Leave shall not exceed 104 weeks from the date of commencement of such leave. Applications for further periods of leave without pay may be made under the Pulse existing guidelines for leave without pay.
- 32.9 Employees engaged on a part-time basis who are eligible for paid parental leave shall be entitled to payment for that leave pro rata to the fraction of their employment.
- 32.10 Payment for Parental Leave shall be made on regular pay days falling during the period of paid parental leave.
- 32.11 In lieu of unpaid Parental Leave, an employee may be granted available annual leave and/or long service leave standing to the employee's credit at the commencement of such leave; provided that the total absence on parental leave shall not exceed 52 weeks in respect of any one confinement or adoption.
- 32.12 All leave entitlements shall continue to accrue in accordance with the agreement during any period of paid parental leave.
- 32.13 For the purposes of long service leave, any period of parental leave counts as service. Parental Leave without pay taken in these circumstances does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression.
- 32.14 Except in the case of employees who have completed ten years' service, any period of parental leave without pay does not count for long service leave purposes but does not break continuity of service for the purposes of long service. Where the employee has completed ten years' service, parental leave without pay shall count as service provided such leave does not exceed six months in which case the whole period of leave without

pay shall not count as service. Parental leave without pay taken in these circumstances does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression.

- 32.15 A public holiday which falls during a period of paid parental leave shall count as part of that leave. An employee shall be paid at the same rate for that day as the rate paid for the period of parental leave in which it falls.
- 32.16 Pregnant employees shall normally commence parental leave no later than 4 weeks prior to the anticipated date of the birth. Parental Leave may commence up to 20 weeks prior to the anticipated date of the birth or placement.
- 32.17 Where a pregnant employee continues to work during the last 4 weeks before the anticipated date of birth, medical certificates indicating fitness to undertake duties may be required. Where an employee seeks to recommence work earlier than six weeks after the date of birth of the child, a medical certificate indicating fitness to undertake duties may be required.
- 32.18 Except for 1 week at the time of the birth or placement of the child the parents may not normally be on parental leave at the same time.
- 32.19 A female employee whose child is stillborn may elect to take available sick leave following the birth, subject to the production of a suitable medical certificate. The employee may return to work earlier than planned provided that a least four weeks' notice of the return is given to the employer and she provides a medical certificate stating that she is fit to return to work.

### **33. PERSONAL/CARER'S LEAVE**

- 33.1 An employee who is unable to attend work because of personal illness or injury; or because of the need to provide care or support to a member of the employee's immediate family or member of the employee's household who requires care or support due to illness, injury or unexpected emergency; shall be entitled to paid Personal/Carer's Leave in accordance with the NES except where this clause provides entitlements that are more beneficial to the employee.
- 33.2 A full time employee, employed by Pulse after 1 January 2013 will accrue 12 days (91.2 hours) (part time employees - pro rata) per year for the purposes of personal/carer's leave as detailed in this clause without loss of pay.
- 33.3 A full time employee, employed prior to the 1 January 2013, will accrue 15 days (105 hours) (part time employees - pro rata) per year for the purposes of personal/carer's leave as detailed in this clause without loss of pay. Additionally, a further 5 days (35 hours) (part time employees - pro rata) non-accumulative leave will be available for the purposes of Carers Leave.
- 33.4 An employee's entitlement accrues progressively during the year according to the employee's ordinary hours of work and accumulates from year to year.
- 33.5 The employee must give the employer as much notice as possible prior to scheduled commencement that the employee intends to take personal leave, and provide any reasonable proof that the employer may ask for as provided for in clause 33.7.
- 33.6 Where an employee has exhausted his/her personal leave entitlement, additional leave

may be granted on the approval of the General Manager.

33.7 Medical Certificates

- (i) An employee shall provide a medical certificate for any sick leave in excess of 2 days. The certificate issued by a registered Medical Practitioner shall be accepted for sick leave purposes.
- (ii) If an unacceptable sick leave pattern develops an employee may be required to provide a medical certificate for each occasion of sick leave taken. For a period of 6 months from when the employer notifies the employee.

33.8 Unpaid Leave for Family Purpose

An employee may elect, with the consent of Pulse, to take unpaid leave for the purpose of providing care and support to a class of person set out in 33.1 above who is ill.

### **34. COMPASSIONATE LEAVE**

34.1 An employee, other than a casual employee, shall be entitled to up to three days compassionate leave on each occasion without deduction of pay in the following circumstances

35.1.1 for the purposes of spending time with a person who;

- (a) is a member of the employee's immediate family or a member of the employee's household; and
- (b) has a personal illness, or injury, that poses a serious threat to his or her life; or

35.1.2 after the death of a member of the employees immediate family or a member of the employee's household as defined in the NES.

34.2 The employee must notify Pulse as soon as practicable of the intention to take compassionate leave and will, if required by Pulse provide to their satisfaction proof of illness or death.

34.3 Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 33.1, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.

34.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which employee has already been granted other leave.

### **35. SPECIAL LEAVE**

35.1 Leave of absence may be granted to employees on account of special circumstances where in the opinion of the employer such leave should be granted.

35.2 The aggregated paid leave of absence granted to an employee under the provisions of this clause, in any one year period, should not exceed three days.

### **36. BLOOD DONOR LEAVE**

36.1 An employee who elects to donate blood shall be granted leave on full pay for the period of leave required for each attendance.

### **37. COMMUNITY SERVICE LEAVE**

- 37.1 An employee who is engaged in an eligible community service activity is entitled to be absent from work where it is reasonable that they are engaged in such an activity or reasonable travelling time associated with the activity or reasonable rest time immediately following the activity. Community Service leave will be managed in accordance with the NES, except where this clause provides the employee with entitlements that are more beneficial than the NES.
- 37.2 A full-time or part time employee, involved in recognised voluntary services including SES and fire fighting shall be entitled to paid time off to attend emergency situations which may affect the community as a whole.
- 37.3 Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed, and shall be limited to a maximum of 3 days per situation.
- 37.4 Paid time off for attendance to emergencies that are not local shall be limited to a maximum of 2 days per annum, but may be increased, and depending on the nature of the emergency (eg: major bush fire) subject to Pulse's approval.
- 37.5 It shall be the responsibility of the employee to keep the Pulse informed about the time off needed to attend to emergency duties.
- 37.6 To receive payment, an employee shall provide the Pulse proof of attendance at the emergency situation.

### **38. NATURAL DISASTER LEAVE**

- 38.1 Where a "yellow alert" is announced for cyclones or where flooding or fires pose a genuine threat to an employee's property or creates a need for an employee to care for their children, employees will be permitted to leave work.
- 38.2 In such circumstances, employees will be able to access up to 3 days per year, non-cumulative paid leave

### **39. LEAVE WITHOUT PAY**

- 39.1 The employer and employee may agree to the taking of leave without pay and to the terms and conditions upon which such leave is given and taken. Applications for such leave must be accompanied by a statement of the circumstances supporting the application. The employer may grant sick leave without pay in circumstances where paid sick leave entitlement has been exhausted.

### **40. STUDY LEAVE**

- 40.1 Eligibility  
Study time is available to all full-time employees and employees in part time positions who regularly work at least 50% of the equivalent full time classification.

Applications from casual employees with at least 18 months service will be considered on their merits.

Whilst Pulse will endeavour to support training, the availability of support in each year will be subject to budget constraint.

- 40.2 Basis of Grant

The basis of the Pulse's training time policy is that time off is to be granted only to assist employees studying in courses organised for part time students, that is, courses which are available on a part time basis. Training time is not to be granted to enable employees to attend a course organised essentially for full time students during normal working hours, or which in later stages requires full time attendance.

The course of study must be relevant to the employee's work at the Pulse or his/her possible future work at the Pulse. When making their first application for training time for a particular course, an employee must demonstrate the relevancy to their current or possible future work at the Pulse.

Training time is an expendable grant which if not used at the nominated time is lost. This means that employees cannot build up their weekly training time to take off a full day.

When an employee is on leave from the Pulse (for example, annual leave, long service leave, RDO etc) training time is not to be granted for that period of leave, and any eligibility for training time is foregone.

All training time is granted subject to Pulse and Unit convenience.

Where the work of the Pulse would be seriously inconvenienced by the grant of training time to an employee or group of employees and it is desired to refuse training time, the matter is to be referred to the Human Resources Manager. If an emergency situation arises in a department/unit, an employee may be required to forego the training time that is normally granted. Time off that has been foregone may be granted on another day during the same week if circumstances permit.

#### 40.3 Weekly Training Time

Half an hour training time for every hour of class attendance, up to a maximum of four hours training time per week.

Where the amount of time off calculated in the point above is insufficient to cover essential class attendance during working hours the necessary additional time off is to be granted. However, this time off in excess of the training time entitlement is to be made up as detailed.

#### 40.4 General Conditions

Part time employees will be granted proportionate training time, calculated to the nearest half hour.

Training time off must be made up for repeated attempts at subjects sponsored by Pulse.

#### 40.5 Making Up Time

The maximum time to be made up in any one week is 5 hours.

Time must be made up in the week concerned.

Adequate supervision must be exercised over employees making up time.

Employees cannot use their lunch break to offset time to be made up.

#### 40.6 Exams

Study leave of up to a maximum 2 days per semester may be granted on application. This leave is designed to assist employees with their preparation for major exams and may be taken in half day lots (exam timetable to be attached to application).

Leave to attend exams in normal working hours will be approved on completion of a Leave application form with exam timetable attached.

#### 40.7 Availability

In all cases, training time may be taken only when classes are being attended. Weekly training time is not available during vacations, recesses, study recess, examination periods, after the last day of classes or if an employee withdraws from his/her studies.

Training time will only be granted for one course of study at a time.

#### 40.8 Applications

Application forms for training time are available from the Personnel Office. An application must be completed for each year/session of studies and should include-

- (i) Proof of course enrolment (eg. Confirmation of enrolment, copy of enrolment form etc)
- (ii) Full details of all subjects being undertaken including those out of work hours.
- (iii) Details of hours of attendance.
- (iv) Details of previous years academic results if applicable.
- (v) A statement of how the course is relevant to the employees current position or future possible position (with the first application for a particular course).

Upon completion of the form the employee should discuss his/her intentions with the head of the unit. A recommendation must be made by the head of the unit.

The application form must be returned to the Personnel Office (preferably 2 to 3 weeks prior to the course commencing), whether the head of the unit recommends approval or otherwise.

The employee will be advised of the outcome of their application normally within 5 working days.

#### 40.9 Reimbursement

An application may be made for reimbursement of enrolment fees and compulsory text books (purchased through Pulse Bookshop only, if available). The application will only be considered if the employee has completed and passed exam and attendance record. The reimbursement will be based on basic TAFE fees and textbooks only. However, a staff member may apply for a maximum of 50% of fees in advance, on the proviso that they be re-paid if the above conditions are not met in full. No retrospective applications will be considered.

### **41. LEAVE FOR DEFENCE FORCES RESERVES TRAINING**

41.1 Employees who serve on a part-time basis in the Naval, Military or Air Force Reserves are to be granted military leave in each Military Leave Year (i.e. 1st July to 30th June) in accordance with the statutory requirements which provides for:

- (i) in respect of annual training:
  - (1) where an employee is a member of the Naval Forces  
- 13 calendar days on full pay;
  - (2) where an employee is a member of the Military Forces  
- 16 calendar days on full pay;
  - (3) where an employee is a member of the Air Force  
- 16 calendar days on full pay.
- (ii) in respect of attendance at a school, class or course of instruction:

- (1) where an employee is a member of the Naval Forces  
- 13 calendar days on full pay;
  - (2) where an employee is a member of the Military Forces  
- 16 calendar days on full pay;
  - (3) where an employee is a member of the Air Force  
- 16 calendar days on full pay.
- (iii) Where the Commanding Officer of a unit of the Reserves in which an employee serves certifies in writing that it is necessary for the employee to attend for the purposes of obligatory training on days additional to those specified in (a) or (b) above, the employer may grant leave of absence to the employee for a further period not exceeding four (4) calendar days in any one Military Leave Year.
- (iv) Where in the opinion of the employer it would not be in the employer's interest to grant an employee leave of absence to attend at an annual training or at a school, class, or course of instruction such leave shall be refused but the employer shall grant leave of absence to the employee to attend at an equivalent training or at an equivalent school, class, or course.
- (v) Any leave required in excess of that provided for in paragraphs (i), (ii), and (iii) above is to form a charge against the employee's accrued leave credits and/or leave without pay at the option of the employee.

## **42. LEAVE TO ATTEND ARBITRATION BUSINESS**

- 42.1 Leave with pay shall be granted for the employee required, in the course of matters related to the Pulse, to appear before the FWC or other industrial tribunals. Additional unpaid leave shall be granted to the employee for the purposes of preparing a case for such proceedings.

## **43. JURY SERVICE**

- 43.1 Where the employee is on leave to attend jury service and where payment for such service is less than the normal salary, the employer shall make up the difference.
- 43.2 Employees Summoned as Jurors
- (i) An employee required to attend for jury service during ordinary working hours shall notify the employer as soon as possible of the date when attendance is required.
  - (ii) The employee shall give the employer a certificate of attendance as issued by the court as proof of attendance and duration of attendance.
  - (iii) The employee shall give the employer a copy of the remittance advice for jury service allowance, as provided by the court.
  - (iv) The employer will reimburse the employee an amount equal to the difference between the daily jury service allowance (as paid by the court) and the amount of salary the employee would have received in respect of the ordinary time that would have been worked had they not been on jury service. Travel and meal allowances paid by the court over and above the daily service allowance will be kept by the employee.
- 43.3 Employees Called as Witnesses
- (i) Except as provided in sub-clause (ii) hereof, an employee subpoenaed, summoned or called as a witness shall notify the employer of his/her required absence which shall be without pay or as a debit to annual leave at the option of the employee.

(ii) An employee required as a witness on behalf of his/her employer or a witness in proceedings relating to a Union Award/Agreement shall for the purposes of this Agreement, be regarded as being on duty and shall not receive witness fees for the period for which he/she is so required as a witness.

### **PUBLIC HOLIDAYS AND CONCESSIONAL DAYS**

- 44.1 Subject to the conditions contained herein, full time and part time employees shall be entitled to the following public holidays without loss of pay in accordance with the NES.  
New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
and any other day hereafter declared or prescribed as a public holiday in NSW. Work on these days is to be voluntary.
- 44.2 Work performed on a public holiday shall be paid in accordance with Clause 28 - Overtime.
- 44.3 An employee other than a casual employee who is not rostered to work, and does not ordinarily work, on the day on which a public holiday falls is not entitled to any payment, as the employee will not suffer a loss of pay as a result.
- 44.4 If an employee, other than a casual employee, is not normally rostered to work regularly on the same days each week and the employee is not rostered to work on a public holiday, Pulse will either pay the employee an additional day's wages, or add a day to the employees annual holiday's leave, or give the employee another day off on ordinary pay within 28 days after or within one week before that public holiday.
- 44.5 Pulse may not change an employee's normal rosters to avoid paying the employee for a public holiday.
- 44.6 If an employee, other than a casual employee, is absent from work on the working day before or the working day after a public holiday without reasonable excuse and the production of evidence shall not be entitled to payment for such a holiday.
- 44.7 Subject to the University maintaining concessional days, permanent employees will receive concessional days being all other days falling between Christmas Day and New Year's day consistent with existing practice and without loss of pay. Part time employees will be paid an average of hours worked in the month of December immediately prior to the Xmas/New Year concessional period. In the event the University discontinues the concessional period, permanent employees will be provided with 1 additional public holiday day (pro rata) with pay, to be taken by agreement within 6 weeks from 2<sup>nd</sup> January.

## **Part 7 – Miscellaneous**



## **45. UNIFORMS**

- 45.1 Where an employer requires an employee to wear a designated work uniform;
- 45.1.1 The uniform will be supplied by the employer on the basis of reasonable need as defined by the Pulse Uniform policy.
  - 45.1.2 The employer may deduct from the wages due to an employee on termination the cost of a replacement uniform for any uniform not returned by an employee on request by the employer.
  - 45.1.4 At all times the employer shall provide additional protective clothing and/or equipment which is designed to prevent injury.
- 45.2 Any disagreement concerning the supply of uniforms and any other aspect of this clause shall be determined in accordance with the terms of the Settlement of Disputes clause of this Agreement.
- 45.3 Where an employee is required by the employer to wear any special clothing other than that provided for in clause 45.1 of this clause, such clothing shall be purchased at the employer's expense.
- 45.4 Special clothing and general uniform shall be laundered or cleaning at the employers expense, or in lieu thereof the employer shall pay an additional amount as prescribed in Appendix A, Table2, Item 2.

## **46. CHILD CARE**

- 46.1 An employee responsible for the care of a child may request, under exceptional circumstances and with prior employer approval, to bring the child to work if:
- i) Employees in the immediate workplace agree
  - ii) This does not conflict with the performance of the employee's duties, the duties of other employees or the employer; and
  - iii) This does not conflict with the provisions of the Work Health and Safety Act 2011 or any succeeding Act.

## **47. TRAINING AND DEVELOPMENT**

- 47.1 The parties confirm a commitment to training and skill development for employees. The following types of training needs are to be included:
- (i) As a result of re-organisation necessitating job redesign, creation of new jobs and/or multi-skilling.
  - (ii) To assist staff to pursue career paths.
  - (iii) To ensure that staff whose performance has been deficient have every opportunity to improve their performance within the appraisal period.
- 47.2 The development of the Training Program should include:
- (i) Identifying the training and the development needs of the staff at all levels and classifications, and ensuring that there is equity of access of all staff (including part-time staff) to training and development opportunities.
  - (ii) A commitment to EEO requirements to remove discriminatory barriers to training.
  - (iii) Commitment to training and development includes a commitment to providing adequate resource, people, equipment, time and money to ensure the effectiveness of the training and development program. It also involves a commitment to enable staff to participate in training and development.

- 47.3 This clause is subject to provisions contained within the Pulse Training Policy and established procedures.

#### **48. STAFF MEETING**

- 48.1 Employees will be allowed one hour each fortnight to attend a team meeting within their work unit on appropriate matters concerning the workplace. An agenda and minutes is to be submitted to the relevant manager to ensure productivity.

#### **49. PROVISION OF TAXIS**

- 49.1 In the interest of employee safety where an employee is required to work to 7:00 pm or beyond shall be provided with a taxi to home where:
- (a) normal public transport is not reasonably available; and
  - (b) costs are incurred over and above those normally paid for transport to home.

#### **50. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

- 50.1 The employer shall compensate an employee to the extent of damage sustained to his/her personal property where such damage is sustained:
- (i) due to the negligence of the employer, another employee, or both, in the execution of their duties; or
  - (ii) by a defect in the employer's materials or equipment: or
  - (iii) where an employee has protected or attempted to protect the employer's property from loss or damage.

For the purpose of this sub-clause, personal property means an employee's clothes, spectacles, hearing-aid or tools of trade which are ordinarily required for the performance of his/her duties.

- 50.2 Compensation to the extent of damage sustained, shall be made, where in the course of work, clothing, spectacles, hearing-aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- 50.3 This clause shall not apply when an employee is entitled under the current workers compensation legislation for such damage.

#### **51. UNION REPRESENTATIVES**

- 51.1 Reasonable time off, during working hours shall be allowed to a member of staff appointed as a Union representative, for the conduct of essential union affairs.
- 51.2 No staff member will be disadvantaged as a result of Union activities conducted in accordance with responsibilities incurred as a result of bargaining for, or implementation of Enterprise Agreements.

#### **52. UNION MATTERS**

- 52.1 Pulse will provide space on notice boards for Union business.
- 52.2 Any CPSU notice posted on a notice board provided pursuant to subclause 52.2 hereof shall be authorised by the CPSU.

### 53. EXHIBITION OF AGREEMENT IN WORKPLACE

53.1 Pulse will make this agreement accessible to employees through the Pulse Employee Website or hard copy upon request.

### 54. SIGNATORIES

**Signed for and on behalf of UOW Pulse Ltd.**

Signature:  .....

Print Name: MICHAEL S. GILMORE .....

Position: GENERAL MGR / COMPANY SECRETARY .....

Address: 40 Northfields Avenue  
Wollongong NSW 2522 .....

Date: 22nd November 2016 .....

**Signed for and on behalf of the Community and Public Sector Union**

Signature:  .....

Print Name: KAREN BATT .....

Position: FEDERAL SECRETARY .....

Address: Level 10, 128 Exhibition St.  
Melbourne .....

Date: 22ND November 2016 .....

**SCHEDULE A**

**MONETARY RATES**

**TABLE 1 – RATES OF PAY**

			Jan 2016	Jan 2017	Jan 2018
			3.00%	3.00%	3.00%
<b>Level 1-2</b>	1	\$ 36,314	\$ 37,403	\$ 38,526	\$ 39,681
	2	\$ 37,127	\$ 38,241	\$ 39,388	\$ 40,570
	3	\$ 38,948	\$ 40,116	\$ 41,320	\$ 42,560
<b>Competency Bar</b>					
	4	\$ 42,440	\$ 43,713	\$ 45,025	\$ 46,375
	5	\$ 43,173	\$ 44,468	\$ 45,802	\$ 47,176
	6	\$ 46,334	\$ 47,724	\$ 49,156	\$ 50,630
<b>Level 3-4</b>	1	\$ 44,402	\$ 45,734	\$ 47,106	\$ 48,519
	2	\$ 46,334	\$ 47,724	\$ 49,156	\$ 50,630
	3	\$ 48,420	\$ 49,873	\$ 51,369	\$ 52,910
<b>Competency Bar</b>					
	4	\$ 50,370	\$ 51,881	\$ 53,438	\$ 55,041
	5	\$ 52,316	\$ 53,885	\$ 55,502	\$ 57,167
	6	\$ 54,261	\$ 55,889	\$ 57,565	\$ 59,292
<b>Level 5</b>	1	\$ 54,262	\$ 55,890	\$ 57,567	\$ 59,294
	2	\$ 56,061	\$ 57,743	\$ 59,475	\$ 61,259
	3	\$ 58,006	\$ 59,746	\$ 61,539	\$ 63,385
	4	\$ 59,952	\$ 61,751	\$ 63,603	\$ 65,511
	5	\$ 61,898	\$ 63,755	\$ 65,668	\$ 67,638
<b>Level 6-7</b>	1	\$ 61,898	\$ 63,755	\$ 65,668	\$ 67,638
	2	\$ 63,843	\$ 65,758	\$ 67,731	\$ 69,763
	3	\$ 65,789	\$ 67,763	\$ 69,796	\$ 71,889
	4	\$ 67,736	\$ 69,768	\$ 71,861	\$ 74,017
<b>Competency Bar</b>					
	5	\$ 69,630	\$ 71,719	\$ 73,870	\$ 76,087
	6	\$ 71,545	\$ 73,691	\$ 75,902	\$ 78,179
	7	\$ 73,420	\$ 75,623	\$ 77,891	\$ 80,228
	8	\$ 75,314	\$ 77,573	\$ 79,901	\$ 82,298

**TABLE 2 - OTHER RATES AND ALLOWANCES**

Item No.	Clause No.	Brief Description	\$	\$	\$
			Jan-16	Jan-17	Jan-18
1	28	Meal Allowance	17.99	18.53	19.09
2	21	Laundry Allowance:	9.68	9.97	10.27
3	18	First-Aid Allowance	9.68	9.97	10.27

## Schedule B

### Classification Definitions

#### DEFINITIONS

##### Definition 1: Supervision

###### Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

###### Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

###### General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

###### Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

##### Definition 2: Qualifications

Within the Australian Qualifications Framework:

###### Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

###### Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

###### Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

###### Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

###### Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

###### Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

### **Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

### **Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

### **Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

### **Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

## **Definition 3: Classification dimensions**

### **Training level**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

### **Occupational equivalent**

Examples of occupations typically falling within each classification level.

### **Level of supervision**

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

### **Task level**

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

### **Organisational knowledge**

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

### **Judgment, independence and problem solving**

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

This dimension looks at how much of each of these three qualities applies at each classification level.

### **Typical activities**

Examples of activities typically undertaken by employees in different occupations at each of the

classification levels.

## **LEVEL 1**

### **Training level or qualifications**

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction which must provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

### **Occupational equivalent**

Trainee for Level 2 duties.

### **Level of supervision**

Close supervision or, in the case of more experienced employees working alone, routine supervision.

### **Task level**

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials e.g. computer applications. Established procedures exist.

### **Organisational knowledge**

Will provide straight forward information to others on building or service locations.

### **Judgment, independence and problem solving**

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

### **Typical activities**

Perform a range of tasks, move furniture, assist more skilled personnel with duties.

## **LEVEL 2**

### **Training level or qualifications**

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or Completion of Year 12 without work experience; or Completion of Certificates I or II with work related experience; or an equivalent combination of experience and training.

### **Occupational equivalent**

Administrative assistant,

### **Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

### **Task level**

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.



### **Organisational knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the employees work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

### **Judgment, independence and problem solving**

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straight forward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

### **Typical activities**

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

## **LEVEL 3**

### **Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

### **Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant.

### **Level of supervision**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

### **Task level**

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

### **Organisational knowledge**

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

### **Judgment, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.

### **Typical activities**

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training. In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- process accounts for payment.

## **LEVEL 4**

### **Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and;
- on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Technical officer or technician, administrative above Level 3.

### **Level of supervision**

In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

### **Task level**

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

### **Judgment, independence and problem solving**

In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **Typical activities**

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of secretarial services, e.g. in a unit;
- provide advice to customers on procedures and requirements; and/or
- administer administrative records.

## **LEVEL 5**

### **Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer), administrator with responsibility for advice and determinations, experienced technical officer.

### **Level of supervision**

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

### **Task level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

### **Judgment, independence and problem solving**

In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

### **Typical activities**

In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. HR/Finance advice, records, determinations and payments.

## **LEVEL 6**

### **Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), experienced technical specialist and/or technical supervisor.

### **Level of supervision**

In administrative positions, broad direction. May have extensive supervisory and line responsibility for administrative and other non-professional employees.

### **Task level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

### **Judgment, independence and problem solving**

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

### **Typical activities**

In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget in a school or small faculty.

## **LEVEL 7**

### **Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least four years' subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Senior employee with extensive cross-organisational experience, senior administrator.

### **Level of supervision**

Broad direction. May manage other employees including administrative, technical and/or professional employees.

### **Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.

### **Organisational knowledge**

Detailed knowledge of organisational and administrative policies and the inter-relationships between a range of policies and activities.

### **Judgment, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

### **Typical activities**

In administrative positions, provide less senior administrative support to relatively small and less complex units or equivalent.



UOW  
PULSE

5 January 2017

**AG2016/7336 - Application for approval of the Pulse Administrative Employees Agreement 2016  
("the Agreement")**

**Undertaking**

Pursuant to section 190 of the *Fair Work Act 2009*, UOW Pulse Ltd provides the following undertakings in respect of the **Pulse Administrative Employees Agreement 2016**.

**Clause 8. Dispute Resolution Procedure**

1. If the dispute is not resolved after first raising with the employees immediate supervisor, the employee may raise the dispute with the relevant Unit Manager. An employee may also appoint a representative to represent them for the purpose of the procedures in this clause.

**Clause 44. Public Holidays and Concessional Days**

2. No employee will lose payment for a public holiday due to their absence before or after a public holiday.

I am authorised to give the undertaking on behalf of the Company.

Alfonso Maccioni  
Chief Executive Officer  
UOW Pulse Ltd

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.



- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.