



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UOW Pulse Ltd
(AG2016/7969)

PULSE CHILDREN’S SERVICES AGREEMENT 2016

Children’s services

COMMISSIONER GREGORY

MELBOURNE, 9 MARCH 2017

Application for approval of the Pulse Children’s Services Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Pulse Children’s Services 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.

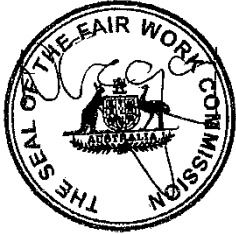
[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[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] United Voice and the Independent Education Union of Australia, being bargaining representatives for the Agreement have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 March 2017. The nominal expiry date of the Agreement is 31 August 2019.



COMMISSIONER

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Annexure A



8th March 2017

AG2016/7969 - Application for approval of the Pulse Children's Services 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 Children's Services Agreement 2016**.

Clause 19. JUNIORS

19.1 The minimum weekly wage rate for a junior employee shall be calculated by applying the following percentages of the appropriate adult rate for the classification in which the employee is employed.

Age	% of adult rate
Under 17 years	70
Under 18 years	80
Under 19 years	90
Under 20 years	100

19.2 Junior employees who hold a position and qualification at the level of Certificate III or Diploma will be paid the adult rate.

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

A handwritten signature in blue ink, appearing to read "A Maccioni", written over a horizontal line.

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

Children's Services Agreement 2016

Table of Contents

Part 1	Coverage and operation	Page
1.	Title	4
2.	Commencement and Duration	4
3.	Relationship with other awards	4
4.	Parties Bound	4
5.	Definitions and interpretation	4
6.	Classifications	6
7.	Flexibility	10
Part 2	Consultation and Dispute Resolution	
8.	Dispute Resolution Procedure	12
9.	Consultation regarding major workplace change	12
Part 3	Types of Employment and Termination of Employment	
10.	Terms of Employment	13
11.	Fixed Term Employment	14
12.	Leaving Employment	15
13.	Abandonment of Employment	15
14.	Redundancy and Technological change	16
Part 4	Rate of Pay and Related Matters	
15.	Payment of Wages	18
16.	Wages	19
17.	Directors Allowance	20
18.	Calculation of Service - Teachers	20
19.	Juniors	21
20.	Trainees	22
21.	Superannuation	22
22.	Higher Duties	22
Part 5	Hours of Work and Related Matters	
23.	Ordinary Hours of Work	22
24.	Overtime	23
25.	Meal Breaks and Rest Pauses	23

26.	Shiftwork	24
27.	Rostered Days Off - RDO	24
28.	Rosters	25
29.	Split Shifts	25
30.	Time in Lieu of Overtime	25
Part 6	Leave and Public Holidays	
31.	Annual Leave	25
32.	Annual Leave Loading	27
33.	Long Service Leave	27
34.	Public Holidays and Concessional Days	28
35.	Parental Leave	28
36.	Personal/Carers Leave	31
37.	Special Sick Leave	32
38.	Compassionate Leave	32
39.	Blood Donor Leave	33
40.	Emergency Services Leave	33
41.	Natural Disaster Leave	34
42.	Defence Force Leave	34
43.	Jury Service	34
Part 7	Miscellaneous	
44.	Professional Development, Training and Planning	35
45.	First Aid Certificate	35
46.	Meeting and Activities	35
47.	Savings	35
48.	Exhibition of Agreement in the Workplace	36
49.	Union Matters	36
50.	Signatories	36
Schedule A – Rates of Pay		
Table 1	Rates of Pay	37
Table 2	Allowances	37
Schedule B – Training Wage		38

Part 1 – Coverage and Operation

1. TITLE

This agreement shall be known as the Pulse Children's Services Agreement 2016.

2. COMMENCEMENT AND DURATION

This Agreement shall operate 7 days from the date of approval by Fair Work Commission and shall expire on 31st August 2019.

3. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS

This agreement shall operate to the exclusion of all other awards and agreements. The NES as amended from time to time will regulate all conditions of employment for matters not contained in this Agreement.

4. PARTIES BOUND

4.1 The parties to this agreement are;

- a. UOWPulse Ltd.
- b. United Voice NSW Branch
- c. Independent Education Union of Australia

4.2 This Agreement applies to all categories of Childcare employees (permanent, casual and fixed term) who are employed with the classification and salary structure described in Schedule A.

5. DEFINITIONS AND INTERPRETATION

'Casual Employee' means an employee engaged and who is paid by the hour as such.

'Critically Ill' is defined as someone who is at high risk of actual or potential life-threatening health problems. The more critically ill, the more likely he or she is to be highly vulnerable, unstable and complex, thereby requiring intense and vigilant nursing care.

'Director' is an employee responsible for the day to day operation, management and supervision of a Centre. The person will hold such qualifications deemed by Pulse to be appropriate or required for the position, and who is appointed as the director of a service.

'Early Childhood Services Centre' means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include early intervention services, long day care centres and multi-purpose centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:

'Employee' means a person whose conditions of employment are regulated by this agreement.

'Fixed Term employee' means an employee who is engaged as a full time or part time employee for a fixed period.

'Full-Time employee' means an employee employed 38 hours per week on a continuous contract.

'Immediate family' is an employees':

spouse (current and former)

de-facto partner

same sex partner

child (inc adoption, foster)

parent

grandparent

grandchild

sibling, or a child, parent, grandparent, grandchild or sibling of the employee's

spouse or de facto partner.

member of an employees household (meaning a family group in the same domestic dwelling)

'Long Day Care Centre' means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 51 weeks or more during the year;

'Nominated Supervisor' means an employee who is appointed as Nominated Supervisor under the *Education and Care Services National Law Act 2012* or its replacement, that is, as the person who is authorised under the Act to have the overall supervision of the provision of the child care service to which it relates and who is not appointed as a Director.

'Outside School Care' means services that provide care for school age children before and after normal school hours.

'Part-time Employee' means an employee who works a constant number of ordinary hours less than 38 per week.

'Pulse' means UOW Pulse Ltd.

'Session or semester', means the two main teaching periods of the University currently referred to as Spring and Autumn Session.

'Teacher - 3 year trained' teacher means a teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

'Teacher - 4 year trained' teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

'Teacher - 5 year trained' teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

'Terminally Ill' is defined as someone who is sick and is diagnosed with a disease that will take their life. This person is usually told by doctors that they only have several months or years to live.

'Union' means the United Voice - NSW Branch and the Independent Education Union of Australia

'Vacation Care' means services that provide care for school aged children during non-term time

6. CLASSIFICATIONS

6.1 All employees will be classified by the employer into one of the levels contained in this clause in accordance with the employee's skills, responsibilities, qualifications, experience in the industry and duties as follows;

Level 1 Child Care Support, Qualified Cook

This is an employee who has acquired basic qualifications in cooking and menu planning in order to provide children meals within the service. An employee in this classification may be required to perform other intermittent duties as required within their knowledge, skills and capabilities to ensure the smooth running of the service.

Indicative duties:

- Menu planning, food preparation and cooking.
- Cleaning incidental to their duties.
- Learning and implementing Pulse policies, procedures and routines of service provision.
- Develop an understanding of all childcare regulations, standards, frameworks, licensing requirements and guidelines.
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required.
- Other service guidelines/requirements as amended from time to time.

Level 2 Child Care Worker (CCW)

This is an employee who has a relevant AQF Certificate III, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the

scope of this level. An employee at this level has limited knowledge and experience in children's services and is expected to take responsibility for their own work. An employee at this level will not be required to develop children programming.

An employee at this level will also take on the same duties and perform the same tasks as a Level 1 above.

Indicative duties:

- Assist in the implementation of the children's program under general direction.
- Record observations of individual children or groups for program planning purposes for qualified employees.
- Responsible for own work and assists in the implementation of daily care routines.
- Develop awareness of and assist in maintenance of the health and safety of the children in care.
- Positively interact with and give each child individual attention and comfort as required.
- Oversee activities of a group of children for short periods of time.
- Interact with parents as required.
- Understand and work according to the centre or service's policies and procedures.
- Demonstrate knowledge of hygienic handling of food and equipment.
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required.
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met.

Progression:

Subject to this agreement, an employee at this level is entitled to progression up to Level 2.3 at the anniversary of their employment each year.

Level 3 Childcare Worker Advanced (CCWA)

An employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will also undertake the same duties and perform the same tasks as a CCW Level 2.

An employee at this level will also take on the same duties and perform the same tasks as a Level 2 above.

Indicative duties

- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- Record observations of individual children or groups for program planning purposes for qualified employees.
- Under direction, work with individual children with particular needs.
- Assist in the direction of untrained employees.
- Undertake and implement the requirements of quality assurance.
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met.
- Work in accordance with food safety regulations.

Progression:

Subject to this agreement, an employee at this level is entitled to progress a step annually up to Level 3.3 at the anniversary of their employment each year. An employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4.

Level 4 Child Care Worker Advanced Qualified (CCWAQ)

This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an employee who is appointed as a Nominated Supervisor or Educational Leader.

An employee at this level will also take on the same duties and perform the same tasks as a Level 3 above.

Indicative duties

- Responsible, in consultation with the Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups.
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met.
- Responsible to the supervision of students on placement.
- Responsible for ensuring a safe environment is maintained for both employees and children.
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required.
- Responsible for ensuring that records are maintained accurately for each child in their care.

- Develop, implement and evaluate daily care routines.
- Ensure that the centre or service's policies and procedures are adhered to.
- Liaise with families in a positive manner that supports the service.

Progression:

Subject to this agreement, an employee at this level is entitled to progress a step annually up to Level 4.4 at the anniversary of their employment each year.

Level 5 Coordinator

This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate V Diploma) who is appointed as a Centre Coordinator.

An employee at this level will also take on the same duties and perform the same tasks as a Level 4 above.

Indicative Duties:

Responsible, in consultation with the senior team for the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.

- Coordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.
- Contribute to the development of the centre or service's policies.
- Coordinate centre or service operations including Workplace Health and Safety, program planning, employee straining.
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required.
- Responsible for the day-to-day management of the centre or service
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met.
- Co-ordinating the activities of more than one group;
- Supervising employees, trainees and on placement; and
- Administrative functions as required.

Degree Qualified Teachers

This is an employee who has completed a three, four or five year degree qualification in Early Childhood Education at a recognised University or Teacher Training Institution; or a teacher who has acquired other equivalent qualification, which are recognised by Australian Children's Education and Care Quality Authority.

Indicative Duties:

- Develop, plan, implement and evaluate the child care program
- Is responsible to the Director of a Service and;
- May be responsible for the direction of other employees or students within the group for which they have responsibility.
- May assume direct responsibility for a room and groups of children
- Liaise with parents as to the needs of the children and the service
- Maintain appropriate and up to date records
- Ensure programs are planned, implemented and evaluated for each child in their care
- Develop a sound understanding of Pulse policies, procedures and routines of the service.
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met.
- Administrative duties that relate to room management and childcare responsibilities.
- Assist with ongoing professional development and quality improvement at the service.
- Possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required.

Progression:

Subject to this agreement, a 3 year degree qualified teacher is entitled to progress a step annually up to Level 11 as shown in Table 1 – Rates of Pay, at the anniversary of their employment each year.

Subject to this agreement, a 4 or 5 year degree qualified teacher is entitled to progress a step annually up to Level 9 as shown in Table 1 – Rates of Pay, at the anniversary of their employment each year.

7. FLEXIBILITY

7.1 Notwithstanding any other provision of this agreement, Pulse and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of Pulse and the individual employee. The terms Pulse 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 Pulse and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3 The agreement between Pulse 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 Pulse and the individual employee must also:
- 7.4.1 be in writing, name the parties to the agreement and be signed by Pulse 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 agreement 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 Pulse 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 Pulse 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 Pulse and the individual employee.
- 7.7 Where Pulse is seeking to enter into an agreement with an employee, Pulse 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 agreement.

Part 2 – Consultation and Dispute Resolution

8. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute about a matter under this agreement, the NES or any other work related matter, the parties will use the procedure outlined in this clause to resolve the dispute in a timely manner.

1. A dispute between an employee and Pulse is to be discussed in the first instance between the employee and their supervisor.
2. If the dispute is not resolved, the employee may raise the dispute with the relevant Unit Manager. Pulse and/or the employee may appoint a representative which may be a union official to accompany and/or represent them from this step.
3. If the dispute is not resolved, the employee may raise the dispute with the Pulse CEO or nominated officer.
4. 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. The parties may agree to waive this step.
5. If the dispute is not resolved, either party may refer the dispute to Fair Work Commission for conciliation
6. If the dispute is unable to be resolved by conciliation, then the parties agree that Fair Work Commission will 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.

It is a term of the agreement that while the dispute resolution procedure is being conducted, work shall continue as normal before the dispute arose unless the employee has reasonable concern about an imminent risk to their health and safety. Where Pulse believes that an inquiry is required a employee may be stood down with pay while the inquiry is conducted.

9 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

9.1 Introduction of Change - Pulse's 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 agreement makes provision for alteration of any of the matters referred to herein, an alteration shall not be deemed to have significant effect.

9.2 Pulse's 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.

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 or casual basis with the majority of employees employed in a permanent capacity.

10.2 Full-time and part-time employees may be engaged as a permanent employee or fixed term employee.

10.3 Casual employee is an employee who is engaged and paid by the hour.

10.4 Upon engagement an employee shall be informed in writing by Pulse of:

- 10.4.1 Whether the employee is to be engaged on a full-time, part-time, or casual basis.
- 10.4.2 The employee's classification, job description and the duties to be performed.
- 10.4.3 The employees weekly hours of work.
- 10.4.4 Who will supervise the employee.
- 10.4.5 Notification of probation for a period of 3 months and may be increased to 6 months where a performance issue has been identified in accordance with the following;
 - 10.4.5.1 Monthly reviews will be conducted during the probationary period, and;
 - 10.4.5.2 Where performance issues have been identified in the lead up to the meeting, the employee will be afforded the right of reply and;
 - 10.4.5.3 The review meetings will be documented accordingly with remedial measures to be put in place.
 - 10.4.5.4 In the event the above steps fail and the employees performance remain unsatisfactory, termination during the probationary period may be done with one week notice or payment in lieu of notice.

11. FIXED TERM EMPLOYMENT

- 11.1 Pulse may engage employees on a fixed term contract as either full-time or part-time employee provided that such periods shall:
 - 11.1.1 not be less than one month
 - 11.2.2 not be more than 24 months duration.
- 11.2 Prior to commencement of a fixed term contract, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their fixed term employment.
- 11.3 Employees 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;
 - (iii) the position is funded from a specific purpose external grant.
- 11.4 An employee who accepts a change to a fixed term contract shall not be disadvantaged in respect to their terms and conditions of employment.
- 11.5 Where an employee varies their employment contract to a fixed term contract, such an employee shall, at the conclusion of the fixed term period revert to their previous

position, or a position of employment which is no less advantageous to the employee than that which existed immediately prior to the fixed term contract.

- 11.6 Fixed term contracts shall be reviewed at the completion of the tenure at which point the expiry may be confirmed or be replaced with a permanent appointment. This is done at Pulse Management discretion. Any dispute as to the ongoing viability are to be dealt with in accordance with Clause 8 – Dispute Resolution Procedure.
- 11.7 It is not the intention of the parties to transition permanent roles into fixed term appointments.

12. LEAVING EMPLOYMENT

- 12.1 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 had the employee been required to work:

3 months 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 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.
- 12.5 The employment of a casual employee may be terminated with two hours notice.

13. ABANDONMENT OF EMPLOYMENT

- 13.1 The absence of an employee from work for a continuous period exceeding 3 working days, without just cause and without the consent of Pulse, shall be taken to have abandoned employment and Pulse will be entitled to treat the employee as having been terminated.
- 13.2 Pulse will make all reasonable attempts to contact by email, phone and letter allowing a 5 working day response period prior to any action.

13.3 Pulse will listen to and respond accordingly to reasons for absence provided.

14. REDUNDANCY

14.1 Application

14.1.1 This Clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 6, Classifications.

14.1.2 In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 14.3.

14.1.3 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.

14.1.4 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, trainees 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 labour.

14.1.5 Pulse will at all times seek redeployment of team s prior to redundancy into a similar role, qualifications and experience.

14.2 Termination of Employment - Notice for Changes in Production, Programme, Organisation or Structure.

An employee whose employment is terminated by Pulse for reasons arising from production, program, organisation or structure, will be provided with notice of termination or payment in lieu thereof, as prescribed in Clause 12 of the Agreement.

14.3 Time Off During the Notice Period

14.3.1 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.

14.3.2 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 at an interview or the employee shall not receive payment for the time absent.

14.3.3 Pulse will assist the employee in resume writing as required.

14.4 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. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

14.5 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.

14.6 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.

14.7 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.

14.8 Transfer to Lower-Paid Duties

Where an employee is transferred 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.

14.9 Severance Pay

14.91 Where an employee's employment is terminated on the grounds of redundancy, the employee is entitled to severance pay based on an employees' period of continuous service.

14.9.2 If employees are under 45 years of age, Pulse shall pay in accordance with the following scale:

Years of service Under 45 years of age Entitlement

Less than 1 year Nil

1 year and less than 2 years 4 weeks

2 years and less than 3 years 7 weeks
3 years and less than 4 years 10 weeks
4 years and less than 5 years 12 weeks
5 years and less than 6 years 14 weeks
6 years and over 16 weeks

14.9.3 Where employees are 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of service 45 years of age and over entitlement

Less than 1 year Nil
1 year and less than 2 years 5 weeks
2 years and less than 3 years 8.75 weeks
3 years and less than 4 years 12.5 weeks
4 years and less than 5 years 15 weeks
5 years and less than 6 years 17.5 weeks
6 years and over 20 weeks

14.9.4 "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid pursuant to this agreement.

14.10 Incapacity to Pay

Subject to an application by Pulse and further order of FWA, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in subclause 14.9 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 14.9 of this Clause will have on Pulse.

14.11 Alternative Employment

Subject to an application by Pulse and further order of FWA, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in subclause 14.11 above if Pulse obtains acceptable alternative employment for an employee.

Part 4 – Rates of Pay and Related Matters

15. PAYMENT OF WAGES

15.1 All wages will be paid fortnightly by electronic funds transfer.

15.2 Wages will be transferred not later than 3 working days following the end of any pay period. In the event wages are not paid in accordance with this clause and Pulse fails to notify employees accordingly the day prior to the expected payment, and results in an employee incurring financial institution fees, these fees will be

reimbursed by Pulse. Satisfactory evidence of fee charges may need to be provided to Pulse.

- 15.3 All wages will be calculated in 15 minute intervals for time worked of less than an hour.
- 15.4 It is acknowledged that a change from weekly to fortnightly wages may be a challenge for some employees. 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. Pay day once determined cannot be changed without consultation and a minimum of 4 weeks notice.

16. WAGES

16.1 Full-Time Employees

Full-time employees covered under this Agreement will be paid the relevant hourly rate specified in Table 1 of Schedule A, corresponding to their classification level.

16.2 Part-Time Employees

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.

16.3 Casual Employees

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.

16.4 Salary Increases

This agreement provides for the following increases effective from the first full pay period as indicated in Table 1 – Rates of Pay

16.5 Incremental Progression within a Classification

16.5.1 Progression from one level to the next within a classification is subject to an employee meeting the following criteria:

- (i) competency at the existing level;
- (ii) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and

- (iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.

16.5.2 Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal and is currently under performance management review, progression may be deferred for a period of three months provided that:

- (i) the employee is notified in writing of the reasons for the deferral;
- (ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and
- (iii) prior to, or following any deferral, the employee is provided with the training and support necessary to address the performance concerns and advance to the next level.

16.5.3 Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 16.5.1, any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.

16.5.4 An employee whose progression has been refused or deferred may invoke the provisions of clause 8 — Dispute Resolution Procedure. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.

17. DIRECTOR'S ALLOWANCE

- 17.1 An employee who is appointed as a Director as defined in clause 5 - Definitions, shall be paid an allowance as set out in Schedule A Table 2 - Directors' Allowance on a pro rata basis (based on 59 place centre, 38 hours) rounded to the nearest annual dollar rate paid in accordance with Clause 15 - Payment of Wages . An appointed director will continue to be paid the allowance when on leave.

18. CALCULATION OF SERVICE – TEACHERS

- 18.1 For the purpose of this clause, any teacher if required by the employer so to do, shall upon engagement establish to the satisfaction of the employer, the length of teaching service in any Pre-school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, and that period so established shall be taken to be the length of such service for the purpose of that employment. It is the employees' responsibility to provide accurate and timely evidence. Payment on the established service level will commence at the time of the evidence being provided.

- 16.2 For the purpose of this clause, a period of service other than service within Clause 16.1, shall be counted as service in accordance with the following principles:

- a. A period of service as a lecturer in early childhood education or child

development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service.

b. A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), a Child Care Certificate worker or equivalent shall be recognised as service at the rate of one increment for each complete three years so engaged to a maximum of four increments.

18.3 For the purpose of calculating service:

a. Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraphs (a) and (b) of this subclause shall be counted as service.

b. The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year, provided that a period of part-time service in terms of paragraph (b) of this subclause shall count as service in the proportion that the part-time employment bore to full-time employment in that occupation.

c. The amount of service of a casual teacher shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year, provided that only casual service performed in the preceding twelve years shall be included in determining incremental progression.

d. Provided also that the salary incremental date of any teacher who has taken leave without pay may be altered by adding the period of such leave without pay to the salary incremental date applicable to that teacher prior to the leave without pay.

Evidence of qualifications

a. On engagement an employee is to provide documentary evidence of qualifications and teaching experience by way of Certificate of Service, payslips, and/or company letterhead with contact person and their contact details.

b. If an employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until sufficient evidence is provided. Provided that the employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.

19. JUNIORS

19.1 The minimum weekly wage rate for a junior employee shall be calculated by applying the following percentages of the appropriate adult rate for the classification in which the employee is employed:

Age	%
18 years of age.....	70
19 years of age.....	90
20 years of age.....	100

19.2 Junior employees who hold a position and qualification at the level of Certificate III or Diploma will be paid the adult rate.

20. TRAINEES

20.1 Trainees will be engaged in accordance with Schedule B contained within this agreement.

21. SUPERANNUATION

21.1 Pulse will make superannuation contributions in accordance with the Superannuation Guarantee (Administration Act) 1992 as varied from time to time. These contributions will be made to a Superannuation Fund, as nominated by the employee.

21.2 Where an employee fails to inform Pulse of the name of the Superannuation Fund to which to make such payments, all payments will be made to Australian Super, under the employees name.

22. HIGHER DUTIES

An employee who is requested and agrees in writing to carry out work on a temporary basis that carries a higher rate of pay than the employee's ordinary classification for periods greater than one shift, shall be paid the higher rate while doing that work. This clause shall not apply to work performed under supervision for training purposes.

Part 5 – Hours of Work and Related Matters

23. ORDINARY HOURS OF WORK

23.1 The ordinary working hours, inclusive of rest pauses, shall not, without payment of overtime, exceed an average of thirty eight per week. Such hours shall be worked between the hours of 6.30am and 6.30 pm, Monday to Friday, and may not be averaged over more than a 4 week period.

23.1.2 The ordinary daily working hours of full-time and part-time employees will be a minimum of 4 hours and 3 hours respectively and be no more than 10 hours in any one shift including the time taken for meal breaks. By agreement between Pulse and the employee, an employee, may work up to 12 ordinary hours including the time taken for a paid meal break, without the payment of a penalty.

23.2 The ordinary daily working hours of casual employees will not be more than 10 hours in any one engagement not including the time taken for meal breaks.

23.2.1 A casual employee is entitled to a minimum engagement of 3 continuous hours.

23.2.2 Casual employees who have worked on a regular and systematic basis for a period of 6 months may apply for employment on at least the average number of hours they were working over the six month period provided the hours were not a result of replacing employees temporarily absent from the workplace. A position may be offered as a permanent employee.

23.3 Non-contact time

The employer will recognise and provide non-contact time relevant to the specific needs of the service and the children. The level of non-contact time will be determined in consultation between centre Directors and Management.

24. OVERTIME

24.1 If Pulse requires an employee to work:

24.1.1 overtime being for full-time employees more than 38 hours per week, unless agreed to average hours in accordance with clause 23.1;

24.1.2 overtime being more than the ordinary daily working hours set out in 23.1.2;

24.1.3 on a public holiday;

Pulse will pay the employee extra wages being:

- in the case of 24.1.1 and 24.1.2 time and one half of the ordinary rate of pay for the first 2 hours worked and after that double time,
- in the case of 24.1.3 for work on a public holiday, two and a half times the ordinary rate of pay for all time worked, and with a minimum payment of four hours.

24.2 When calculating overtime each shift shall stand alone.

25. MEAL BREAKS AND REST PAUSES

25.1 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
5 hrs up to 7 hrs	1x10 mins	30 mins (paid)
7 hrs up to 10 hrs	2x10 mins	30 mins (paid)

25.2 No rest pause shall be given or taken within 2 hours of the employees commencing or ceasing time. The timing of the rest pause shall accommodate the needs of the business.

25.6 As meal breaks are paid employees are to remain on premises to maintain ratios.

26. SHIFTWORK

26.1 The following allowances will be paid for shiftwork:

Shift	% loading
Early morning	10
Afternoon	15
Night shift, rotating with day or afternoon	17.5
Night shift, non-rotating	30

26.2 Definitions

26.2.1 Early morning shift means any shift commencing at or before 6.30 am and finishes at or before 6.30 pm.

26.2.2 Afternoon shift means any shift finishing after 6.30 pm and at or before midnight.

26.2.3 Night shift means any shift finishing after midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am.

26.2.4 Night shift, non-rotating means any night shift system in which night shifts do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle.

27. ROSTERED DAYS OFF

27.1 A full time employee shall accrue two hours per week or 0.4 of an hour (24 minutes) for each eight hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.

27.2 Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid leave) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

27.3 Notwithstanding the provisions of Clause 27.2, an employee shall be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.

27.4 Rostered days off must be taken monthly. Pulse may agree to the holding of one accrued rostered day, which must be taken on the next entitlement cycle so as to avoid excessive accrual.

28. ROSTERS

- 28.1 Pulse shall display a roster in a place accessible to all employees. The roster shall set out the starting and finishing times for full-time and part-time employees for each week. The roster shall be posted at least 7 days before its commencement.
- 28.2 Subject to other clauses of this agreement, employees must work at such times and on such days as Pulse needs them. Pulse cannot change the roster of a full-time or part-time employee without giving the employee 7 days notice except in an emergency. Pulse will discuss any change with the employee and try to take into account the employee's family and personal needs. Business needs will remain paramount in the event a solution is not agreed by both parties.
- 28.3 Pulse will take into consideration an employees' family responsibilities, safe transport home and study commitments when rostering bearing in mind other regulatory or statutory requirements.
- 28.4 No employee will be rostered or required to work more than 5 consecutive shifts per week or 6 consecutive shifts by agreement without the payment of overtime.
- 28.5 Should an employee disagree with any roster change they shall be provided with a minimum 14 days notice in lieu of 7 days during which time there shall be discussions aimed at resolving the matter in accordance with the dispute settlement procedure.

29. SPLIT SHIFTS

- 29.1 Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.
- 29.2 The minimum hours for any part of the shift will be 2 hours.
- 29.3 Employees working a split shift will be paid an allowance in accordance with Schedule A - Monetary Rates, Table 2 - Allowances.

30. TIME OFF IN LIEU OF OVERTIME

- 30.1 An employee may, with the consent of Pulse accumulate a maximum of 16 hours time in lieu, calculated at the particular overtime rate. The accrual is to be taken at a mutually convenient time at a later date.

Part 6 – Leave and Public Holidays

31. ANNUAL LEAVE

- 31.1 An employee covered by this agreement is entitled to annual leave in accordance with the Fair Work Act, 2009 and subsequent amendments to that Act. Annual Leave shall be taken at a time mutually agreed upon by Pulse and an employee and can either be taken in a continuous period or in separate periods.

31.1.1 An employee whose accrued annual leave entitlement equals or exceeds 6 weeks may be directed in writing to take up to 4 weeks of their accrued annual leave entitlement. The time of taking the leave will be by mutual agreement. In the event an agreement cannot be reached, the time of taking the leave can be determined by the employer, having regard to operational requirements and any matters raised by the individual employee.

Written direction to take annual leave;

(a) Must be given at least 8 weeks prior to the date on which the employee is to take leave; and

(b) Can be given whether the employee's accrued annual leave equals or exceeds 6 weeks when the direction is given or when it takes effect.

Where an employee is directed to take annual leave, the employer will be entitled to deduct the amount of annual leave directed to be taken at the conclusion of the period of leave.

31.1.2 An employee may elect with the consent of Pulse to take annual leave not exceeding four days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

31.1.3 Access to annual leave, as prescribed in paragraph 32.1.2 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

31.2 Full time and part time employees who are the primary care giver of children at school may request to take up to 2 weeks leave at half pay subject to the following;

31.2.1 An application must be submitted at least 6 weeks prior to leave to being taken.

31.2.2 A full year leave plan must be submitted by the employee. This clause is not designed to allow employees to accumulate excessive annual leave.

31.2.3 Minimum booking 1 week at a time.

31.3 Cashing out Annual Leave

Pulse encourages all employees to make use of their entitlement to 4 weeks annual leave each year. This clause is not designed to discourage breaks from work.

31.3.1 An employee may apply to cash out excessive annual leave under the following circumstances;

(a) an employee must have no less than 4 weeks leave remaining.

(b) a written agreement must be made each time annual leave is cashed out.

(c) Pulse will not unreasonably refuse or force an employee to cash out

leave.

(d) the payment for cashed out leave is to be the same amount the employee taken the leave.

32. ANNUAL LEAVE LOADING

- 32.1 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.
- 32.2 Employees shall be granted an annual leave loading equivalent to 17.5% of 4 weeks ordinary salary as at 31 December.
- 32.3 Upon resignation or termination by Pulse, an employee who has not been paid an annual leave loading will be paid the loading.

33. LONG SERVICE LEAVE

An employee covered by this Agreement shall be entitled to long service leave in accordance with the provisions under the *Long Service Leave Act, 1955* and subsequent amendments to that Act.

34. PUBLIC HOLIDAYS AND CONCESSIONAL DAYS

- 34.1 Public holidays will be provided for as per the NES.
- 34.2 When a public holiday falls on an employee's ordinary working day, and the employee is not required to work on such a day, the employee will be paid at the ordinary rate of pay for the ordinary hours that the employee would have worked on such a day had it not been a public holiday.
- 34.3 Where an employee is required to work on a holiday he or she shall be paid in addition to their ordinary rate of pay at the rate of one and a half times for the time so worked or provided another day in place of the Public Holiday to be taken at another time. Employees working on a public holiday will receive a minimum payment of four hours pay. An employee may refuse a request to work on a public holiday provided that the refusal is reasonable or the request is unreasonable.
- 34.4 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 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 for part time employees) with pay, to be taken by agreement within 6 weeks from 2nd January.

35. PARENTAL LEAVE

- 35.1 Employees shall be entitled to Parental Leave in accordance with the provisions of this Clause if they have completed at least 40 weeks continuous paid service with the Pulse prior to the commencement of any Parental Leave. Employees who are not entitled to Parental Leave may make an application for leave without pay which will be dealt with on a case by case basis.
- 35.2 Casual employees shall not be entitled to paid Parental Leave.
- 35.3 Parental Leave is a broader leave description that encompasses:
- 35.3.1 Maternity Leave
 - 35.3.2 Partner Leave
 - 35.3.3 Adoption Leave
 - 35.3.4 Foster Parent Leave
- 35.4 Part-time employees entitled to Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.
- 35.5 Employees shall make an application for Parental Leave at least 4 weeks prior to the proposed commencement of Parental Leave. Such application shall include the intended commencement date, the intended date of return to work and intended pattern of work on such return.
- 35.6 Pulse shall confirm Parental Leave arrangements in writing prior to the commencement of leave.
- 35.7 Employees are required to provide a medical certificate nominating the anticipated date of birth or 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 unit is required. If the employee is the only parent employed the statutory declaration should state this fact.
- 35.8 Where paid Parental Leave is applicable then payment shall be made in accordance with Pulse's normal pay periods. No lump sum payments will be made.
- 35.9 In lieu of unpaid Parental Leave an employee may apply to take accrued annual and/or long service leave that would otherwise be available. Such leave will be deemed to be time taken as Parental Leave. Parental Leave shall not extend beyond 104 weeks from the initial commencement of Parental Leave, including leave taken in accordance with this Clause.
- 35.10 All leave entitlements shall continue to accrue during paid Parental Leave. Where paid Parental Leave is taken on a part-time basis such entitlements shall accrue on a proportionate basis.

- 35.11 Unpaid Parental Leave shall not count as service for the purpose of Long Service Leave, but will not affect continuity of service.
- 35.12 Where a Public Holiday falls during a period of Parental Leave, the period of leave will not be extended to compensate for the Public Holiday, whether the leave is paid or unpaid.
- 35.13 An employee shall not be able to access any other type of leave except as provided for in sub-clause 35.9, whilst on approved Parental Leave as provided for in this Clause.
- 35.14 Except for the provisions in sub-clause 35.7, the parents may not normally be on Parental Leave at the same time, in respect of the same child(ren).
- 35.15 Maternity Leave
- 35.15.1 A female employee who has completed 40 weeks continuous paid service in accordance with sub-clause 35.1 and gives birth to a child(ren) shall be entitled to take up to a maximum of 104 weeks Parental Leave as the primary care giver of that child(ren) from the initial commencement of Parental Leave. This leave may be made up of:
- 35.15.1.1 Paid Maternity Leave
- 35.15.1.2 Annual leave or long service leave
- 35.15.1.3 Unpaid Leave up to the balance of the 104 weeks.
- 35.15.2 A permanent and sessional employee who has completed 40 weeks continuous paid service shall be entitled to 12 weeks paid Maternity Leave at their ordinary pay pro rata (sessional employees to be paid during session periods only). This paid Maternity Leave may be taken as 24 weeks at half pay.
- 35.15.3 An employee who takes Maternity Leave shall not be eligible for Partner Leave in respect of the same child(ren).
- 35.15.4 An employee shall normally commence Maternity Leave between 4 weeks and 8 weeks prior to the anticipated date of the birth of their child. Where an employee continues to work during the last 4 weeks before the anticipated date of birth of their child, a medical certificate(s) indicating fitness to undertake normal duties may be required. Where an employee needs to commence Maternity Leave earlier than 8 weeks prior to the anticipated date of birth of their child, due to a medical condition and the employee submits a written request along with a valid medical certificate, Maternity Leave will be allowed to commence earlier, in accordance with the medical certificate.

35.15.5 Where an employee seeks to recommence work earlier than 6 weeks after the date of birth of their child, a medical certificate indicating fitness to undertake duties may be required.

35.15.6 At the completion of Maternity Leave the employee must return to work in accordance with the provisions of sub-clauses 35.16 or 35.17 below.

35.16 Unplanned Cessation of Maternity Leave

If Maternity Leave has commenced and the child is stillborn or the child dies during paid Maternity Leave, then up to a further 4 weeks of their paid Maternity Leave entitlement shall be able to be taken. The employee whether on paid or unpaid Maternity Leave may return to work earlier than planned provided 8 weeks notice of such return is given to Pulse and the employee provides a medical certificate stating that they are fit to return to work.

35.17 Resumption of Duty at the Completion of Parental Leave

35.17.1 An employee is entitled to return to the position and work pattern that they held immediately before commencing Parental Leave. If this position no longer exists, Pulse will make available a position as nearly as possible comparable in status and pay to that of the employees former position subject to the provisions relating to management of change elsewhere in this Agreement.

35.17.2 An employee must be available to return to the position and work pattern that they held immediately prior to commencing Parental Leave at the end of their Parental Leave in accordance with this Clause unless:

35.17.2.1 they have submitted their resignation and given appropriate notice, or

35.17.2.2 they have written confirmation from Pulse of other agreed arrangements, or

35.17.2.3 the provisions of sub-clause 35.17.2 apply otherwise they will be deemed to have abandoned their employment and will be notified accordingly.

35.18 Partner Leave

Following the birth or adoption of their child an employee, who is a partner and not the primary care giver, shall be entitled to access up to 5 days paid Partner Leave to provide support to the primary care giver.

35.19 Adoption Leave

35.19.1 An employee who has completed 40 weeks continuous paid service in accordance with sub-clause 36.1 and is a primary carer in a legal adoptive situation, provided that:

- 35.19.1.1 the child(ren) has been living with the employee or their partner for a period of less than three (3) months; or
- 35.19.1.2 is not a child or step-child of the employee or the partner of the employee the employee shall be entitled to Adoption Leave.
- 35.19.2 Subject to sub-clause 35.6, any employee entitled to Adoption Leave shall be entitled to the same entitlements available for Maternity Leave.
- 36.19.3 In accordance with sub-clause 35.6.2, any reference, in the Maternity Leave provisions, to the birth of a child(ren), for the purposes of Adoption Leave shall mean the placement of a child(ren) in an adoption arrangement.

35.20 Foster Parent Leave

- 35.20.1 An employee acting as the primary care giver of a foster child who is placed into their family for an anticipated period in excess of 6 months will be entitled to access up to 5 days paid Foster Parent Leave from the time that the child enters their care.
- 35.20.2 Satisfactory evidence will need to be provided to confirm the foster arrangement and the intended period of placement.

35.21 Pre-natal Leave

An employee who is entitled to maternity leave shall be provided with up to 7.6 hours pre-natal leave to assist in attending the necessary medical appointments. Appointments should be made as close as possible to start or finish of shift to minimise disruption.

36. PERSONAL/CARER'S LEAVE

36.1 Employees entitlement to personal/carers leave under this agreement will be:

- (a) full time employees are granted 15 days paid leave in the first year of employment and 12 days in each subsequent year. Untaken leave is cumulative.
- (b) part time employees are granted pro rata of 15 days paid leave in the first year of employment and 12 days in each subsequent year. Untaken leave is cumulative.
- (c) casual employees may be absent from work for up to 48 hours (i.e. two days) per occasion. All casual employee personal/carers leave is unpaid.

36.2 Employees are able to take personal/carers leave under the following circumstances:

- (a) because the employee is ill or has been injured.
- (b) to care for a member of the employees immediate family as defined in Clause 5 of this agreement who needs the employees care and support because of illness, injury or unexpected emergency effecting the person

(c) personal/carers leave may be taken for part of a single day.

- 36.3 An employee shall, within 24 hours of the commencement of shift, inform their manager (by telephone conversation) of their inability to attend work so as to allow Pulse to make alternative staffing arrangements. The employee is to indicate the reason why and expected duration of the absence.
- 36.4 Employees shall provide Pulse any such evidence as Pulse reasonably may desire that they were unable to attend for duty the period of absence claimed.
- 36.5 An employee must not take carer leave under this subclause where another person has taken leave to care for the same person.
- 36.6 Unpaid leave for family purpose
- (a) An employee may elect, with the consent of Pulse, to take unpaid leave greater than 2 days per year for the purpose of providing care and support to a class of person set out clause 5 of this agreement above who is ill. All personal leave entitlement must be first exhausted.

37. SPECIAL SICK LEAVE

37.1 A maximum of 40 days in total paid special sick leave (pro rata part time) may be granted in the course of employment, at the discretion of Pulse, to an employee who is terminally or critically ill on an extended period of leave prescribed by a medical certificate. Special sick leave may only be granted after normal personal leave is exhausted. Special sick leave is non accumulative.

37.2 Conditions of Special Sick Leave are that;

37.2.1 A specialist medical certificate be provided noting the type of illness, procedure to be undertaken, length of hospitalisation and convalescence with an expected date of return to work. 37.2.1 The certificate must note whether the illness is either critical or terminal for Pulse to decide on the appropriate approval. Pulse will not consider certificates that note 'due to illness is unable to attend work'.

37.2.2 Special sick is only granted at the time illness is identified and not an annual benefit as it is recognised that illness such as cancer may be present for a number of years while recovering. Leave outside this clause may be applied for as leave without pay.

38. COMPASSIONATE LEAVE

38.1 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

38.1.1 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
 - (c) after the death of a member of the employees immediate family or a member of the employee's household as defined in this agreement..
- 38.2 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.
- 38.3 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 38.3.4, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 38.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has already been granted other leave.
- 38.5 Compassionate leave may be taken in conjunction with other leave available to the employee. In determining such a request Pulse will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

39. BLOOD DONOR LEAVE

If an employee wishes to donate blood, the employee may do so during working hours without the loss of pay provided that;

- 39.1 The time and day selected meet with Pulse's convenience and does not unduly disrupt Pulse operations.
- 39.2 The employee is able to donate blood at a place within 5 walking minutes of the workplace on main campus.
- 39.3 The employee must provide Pulse proof that they have donated blood: and
- 39.4 This entitlement is limited to a maximum of 2 hours on no more than 3 occasions in any one year of employment.

40. EMERGENCY SERVICES LEAVE

40.1 Entitlement

- 40.1.1 A full-time or part time employee, involved in recognised voluntary services including SES and firefighting shall be entitled to paid time off to attend emergency situations which may affect the community as a whole.

40.1.2 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.

40.1.3 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.

40.2 Proof of attendance

To receive payment, an employee shall provide Pulse proof of attendance at the emergency situation.

41. NATURAL DISASTER LEAVE

41.1 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 or arrive as soon as possible.

41.2 In such circumstances, employees will be able to access up to 3 days per year, non-cumulative paid leave and return to work as soon as able.

42. DEFENCE FORCE LEAVE

42.1 A full time or part time employee shall be allowed leave of up to 2 weeks maximum per calendar year to attend Defence Forces Reserve approved training camps.

42.2 During such leave full time or part time employees who are required to attend full time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time for that period.

42.3 To receive payment an employee shall provide Pulse proof of attendance, proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.

42.4 Employees seeking to take Defence Force Service leave must provide notice to Pulse at least one month prior to the period of training. The notice should detail the start and finish dates for the training.

42.5 Ordinary time earnings for the purposes of this clause does not include other allowances, penalty payments and overtime payments as provided for in this agreement.

43. JURY SERVICE

43.1 A full-time or part-time employee shall be paid for up to 10 days of absence during any period when required to attend for jury service.

- 43.2 An employee shall be required to produce to Pulse proof of jury service and proof of requirement to attend and attendance on jury service and shall give Pulse notice of such requirement as soon as practicable after receiving notification to attend for jury service.

Part 7 Miscellaneous

44. PROFESSIONAL DEVELOPMENT, TRAINING AND PLANNING:

- 44.1 Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of childcare employees is a joint responsibility of both Pulse and the employee.
- 44.2 Pulse may request an employee attend any course in and/or after hours relating to professional development, training and planning. An employee cannot unreasonably refuse to attend such courses, provided that payment or TIL is offered or the employee is rostered to attend the training within normal hours.

45. FIRST AID, ASTHMA AND ANAPHYLAXIS TRAINING

- 45.1 Employees who are required to obtain and maintain approved first aid, asthma and anaphylaxis qualifications will be granted paid leave to attend these courses, or when a course is in the employees own time, employees will receive time in lieu at ordinary rates for course attendance time.
- 45.2 Employees will make every effort to attend programmed training of courses, the cost of these courses will be met by the employer. In the event the employee is unable to attend the scheduled training, the employer will provide opportunities to attend alternative training available.

46. MEETINGS AND ACTIVITIES

- 46.1 An employee may be required to attend up to a maximum of two hours per month for the purpose of team meetings, training and other duties not including the supervision of children. Such hours accrued will be taken as TIL in accordance with Clause 31 - Time In Lieu of Overtime. Part time employees may be required to attend the same meetings outside of ordinary hours on a pro rata basis.
- 46.2 Any hours required to be worked in excess of those specified above will be paid in accordance with the overtime clause contained in this agreement.

47. SAVINGS

- 47.1 An employee employed at the time of making this agreement receiving a greater level of personal leave than that contained in Clause 37 of this agreement shall retain their current level of personal leave accrued entitlement.

48. EXHIBITION OF AGREEMENT IN WORKPLACE

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

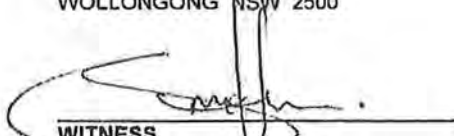
49. UNION MATTERS

49.1 Pulse will provide space on notice boards for Union business.

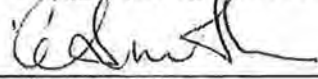
50. SIGNATORIES



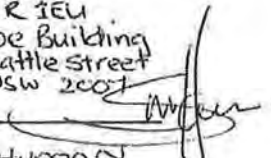
Alfonso Maccioni
Chief Executive Officer
UOW Pulse LTD
Northfields Avenue
WOLLONGONG NSW 2500
Date: 21.12.16.



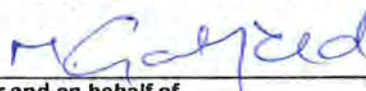
WITNESS
Name: SHANNAN HUMAN
Position: HR ADVISOR
Address: NORTHFIELDS AVE WOLLONGONG 2500
Date: 21.12.16



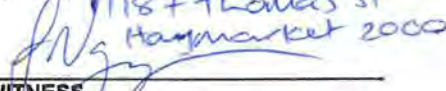
For and on behalf of
Independent Education Union
Name: CHRISTINA SMITH
Position: ORGANISER IEU
Address: The BRISCOE Building
485-501 Wattle Street
Ultimo, NSW 2007
Date: 22.12.16



WITNESS
Name: SHANNAN HUMAN
Position: HR ADVISOR
Address: NORTHFIELDS AVE, WOLLONGONG 2500
Date: 22.12.16



For and on behalf of
United Voice NSW
Name: MEL GATFIELD
Position: SECRETARY
Address: 1187 THOMAS ST
HAYMARKET 2000
Date: 11.01.17



WITNESS
Name: STEVEN NGUYEN
Position: OPERATIONAL LEAD
Address: 1187 THOMAS ST
HAYMARKET NSW 2000
Date: 11.01.17

SCHEDULE A - RATES OF PAY

TABLE 1 - RATES OF PAY

The following minimum rates shall apply from the beginning of the first full pay period specified in each column respectively:

Children's Services Agreement - Wages rates			23.2.2015		March 2016		Mar-17		Mar-18	
			3.00%		3.00%		3.00%		3.00%	
CHILDCARE WORKERS										
CCSupport	CCS11	1.1	698.01	18.3686	718.94	18.9195	740.51	19.4871	762.72	20.0717
CCW Support QIF Cook	CCSQC	1.2	730.11	19.2134	752.02	19.7900	774.58	20.3837	797.82	20.9952
Level 2										
CCW - Cert III (not programming)	CCW21	2.1	791.02	20.8163	814.75	21.4408	839.19	22.0840	864.37	22.7465
	CCW22	2.2	796.87	20.9701	820.77	21.5992	845.39	22.2472	870.76	22.9146
	CCW23	2.3	802.71	21.1238	826.79	21.7577	851.60	22.4104	877.14	23.0828
Level 3										
CCW Advanced - Cert III (Programming)	CCW31	3.1	816.06	21.4753	840.54	22.1195	865.76	22.7830	891.73	23.4665
	CCW32	3.2	823.15	21.6618	847.85	22.3118	873.28	22.9812	899.48	23.6706
	CCW33	3.3	839.41	22.0897	864.59	22.7523	890.52	23.4348	917.24	24.1379
	CCW34	3.4	864.45	22.7487	890.38	23.4309	917.09	24.1339	944.60	24.8579
Level 4										
CCW Advanced Qual - Diploma	CCW41	4.1	878.65	23.1224	905.01	23.8161	932.16	24.5306	960.13	25.2665
	CCW42	4.2	956.66	25.1751	985.35	25.9304	1,014.91	26.7083	1,045.36	27.5095
	CCW43	4.3	1,000.47	26.3280	1,030.48	27.1178	1,061.39	27.9313	1,093.23	28.7692
	CCW44	4.4	1,048.44	27.5905	1,079.90	28.4183	1,112.29	29.2709	1,145.66	30.1490
Level 5										
Coordinator	COORD	5.1	1,148.57	30.2255	1,183.03	31.1325	1,218.53	32.0665	1,255.08	33.0284
TEACHERS										
3 year trained	TCH3	1	956.59	25.1734	985.29	25.9288	1,014.85	26.7067	1,045.30	27.5079
	TCH3	2	1,002.47	26.3808	1,032.54	27.1720	1,063.51	27.9871	1,095.42	28.8268
	TCH3	3	1,052.25	27.6907	1,083.82	28.5215	1,116.33	29.3772	1,149.82	30.2585
	TCH3	4	1,098.08	28.8968	1,131.02	29.7637	1,164.95	30.6566	1,199.90	31.5763
	TCH3	5	1,145.29	30.1391	1,179.65	31.0433	1,215.04	31.9746	1,251.49	32.9339
	TCH3	6	1,198.09	31.5286	1,234.02	32.4742	1,271.04	33.4484	1,309.17	34.4519
	TCH3	7	1,227.07	32.2912	1,263.87	33.2597	1,301.79	34.2575	1,340.84	35.2852
	TCH3	8	1,255.22	33.0321	1,292.87	34.0228	1,331.65	35.0435	1,371.60	36.0948
	TCH3	9	1,303.25	34.2961	1,342.35	35.3249	1,382.62	36.3847	1,424.10	37.4762
	TCH3	10	1,353.01	35.6054	1,393.59	36.6734	1,435.40	37.7736	1,478.46	38.9068
	TCH3	11	1,388.07	36.5280	1,429.70	37.6237	1,472.59	38.7524	1,516.77	39.9150
TEACHERS										
4 year trained	TCH45	1	1,013.73	26.6770	1,044.14	27.4774	1,075.47	28.3018	1,107.73	29.1508
	TCH45	2	1,073.01	28.2370	1,105.19	29.0839	1,138.35	29.9565	1,172.50	30.8552
5 year trained starts here	TCH45	3	1,130.57	29.7517	1,164.47	30.6441	1,199.41	31.5634	1,235.39	32.5103
	TCH45	4	1,193.75	31.4145	1,229.56	32.3569	1,266.45	33.3276	1,304.44	34.3274
	TCH45	5	1,259.37	33.1413	1,297.15	34.1354	1,336.06	35.1595	1,376.14	36.2143
	TCH45	6	1,303.25	34.2961	1,342.35	35.3249	1,382.62	36.3847	1,424.10	37.4762
	TCH45	7	1,353.01	35.6054	1,393.59	36.6734	1,435.40	37.7736	1,478.46	38.9068
	TCH45	8	1,409.28	37.0862	1,451.55	38.1986	1,495.09	39.3446	1,539.95	40.5249
	TCH45	9	1,463.81	38.5213	1,507.72	39.6769	1,552.95	40.8672	1,599.54	42.0932

TABLE 2 – ALLOWANCES

Type	Mar 2016	Sep 2017	Mar 2018	Sep 2019
Split Shift Allowance	\$15.91 p/day	\$16.38 p/day	\$16.87 p/day	\$17.37 p/day
Directors Allowance	\$7, 571 pa	\$ 7,798pa	\$ 8,032pa	\$ 8,273pa

SCHEDULE B – TRAINING WAGE

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post - compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

(a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;

(b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and

(c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

New South Wales: *Apprenticeship and Traineeship Act 2001*;

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or

enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

D.3 Coverage

D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix A1 to this schedule or by clause D.5.4 of this schedule.

D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix A1 to this schedule.

D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this Agreement prevail.

D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

D.4.1 a full - time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

D.4.2 a part - time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on - the - job or partly on - the - job and partly off - the - job, or where training is fully off - the - job.

D.5 Minimum Wages

D.5.1 Minimum wages for full - time traineeships

The trainee wage rates in this schedule will increase in line with percentage increases and timeline as detailed in clause 16.4 of this agreement.

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix A1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(d) AQF Certificate Level IV traineeships

(i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full - time AQF Certificate Level IV traineeship are the minimum wages for the relevant full - time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full - time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of	Second and
	traineeship	subsequent years of
	per week	traineeship
	\$	per week
	\$	\$
Wage Level A	638.50	663.20

D.5.2 Minimum wages for part - time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix A1 are:

Highest year of schooling completed		
Year 10	Year 11	Year 12
per hour	per hour	per hour
\$	\$	\$

	Highest year of schooling completed		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(d) School - based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school - based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix A1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower per hour \$	Year 12 per hour \$
9.94	10.96

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part - time AQF Certificate Level IV traineeship are the minimum wages for the relevant part - time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part - time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship per hour \$	Second and subsequent years of traineeship per hour \$
Wage Level A	21.00	21.82

(f) Calculating the actual minimum wage

(i) Where the full - time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant

minimum wage in clauses D.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full - time ordinary hours of work per week.

(ii) Where the approved training for a part - time traineeship is provided fully off - the - job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.

(iii) Where the approved training for a part - time traineeship is undertaken solely on - the - job or partly on - the - job and partly off - the - job, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

(a) An employee who was employed by the employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

(b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix A1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I-III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

D.6.1 A trainee undertaking a school - based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.

D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

D.6.3 Time spent by a trainee, other than a trainee undertaking a school - based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

D.6.4 Subject to clause D.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry— Generation Sector	II III (in Western Australia only)
Electricity Supply Industry— Transmission, Distribution and Rail	II

Sector	
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III

Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

8th March 2017

AG2016/7969 - Application for approval of the Pulse Children's Services 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 Children's Services Agreement 2016**.

Clause 19. JUNIORS

19.1 The minimum weekly wage rate for a junior employee shall be calculated by applying the following percentages of the appropriate adult rate for the classification in which the employee is employed.

Age	% of adult rate
Under 17 years	70
Under 18 years	80
Under 19 years	90
Under 20 years	100

19.2 Junior employees who hold a position and qualification at the level of Certificate III or Diploma will be paid the adult rate.

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.