

**Pulse
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 | 5 |
| 7. | Flexibility | 5 |
| | | |
| Part 2 | Consultation and Dispute Resolution | |
| 8. | Dispute Resolution Procedure | 6 |
| 9. | Consultation | 7 |
| | | |
| Part 3 | Types of Employment and Termination of Employment | |
| 10. | Terms of Employment | 8 |
| 11. | Fixed Term Employment | 9 |
| 12. | Termination of Employment | 9 |
| 13. | Abandonment of Employment | 10 |
| 14. | Redundancy | 10 |
| | | |
| Part 4 | Rate of Pay and Related Matters | |
| 15. | Payment of Wages | 13 |
| 16. | Wages | 13 |
| 17. | Higher Duties | 14 |
| 18. | Juniors | 14 |
| 19. | Apprentices and Trainees | 14 |
| 20. | Laundry Allowance | 15 |
| 21. | First Aid | 15 |
| 22. | Meal Subsidy | 15 |
| 23. | Supported Wage | 15 |
| 24. | Superannuation | 15 |
| | | |
| Part 5 | Hours of Work and Related Matters | |
| 25. | Full Time Work | 16 |
| 26. | Part Time Work | 16 |
| 27. | Student Employees | 16 |
| 28. | Casual Employees | 17 |
| 29. | Hours of Work | 17 |
| 30. | Make-up Time | 18 |
| 31. | Meal Break and Rest Pause | 18 |
| 32. | Overtime | 19 |
| | | |

| | | |
|--------|---|----|
| Part 6 | Leave and Public Holidays | |
| 33. | Annual Leave | 20 |
| 34. | Annual Leave Loading | 21 |
| 35. | Long Service Leave | 21 |
| 36. | Parental Leave | 22 |
| 37. | Personal/Carers Leave | 25 |
| 38. | Compassionate Leave | 27 |
| 39. | Blood Donor Leave | 28 |
| 40. | Emergency Services Leave | 28 |
| 41. | Natural Disaster Leave | 28 |
| 42. | Defence Force Leave | 29 |
| 43. | Study Leave | 29 |
| 44. | Public Holidays and Concessional Days | 29 |
| 45. | Jury Service | 30 |
| | | |
| Part 7 | Miscellaneous | |
| 46. | Uniforms | 30 |
| 47. | Work Clothes and Safety Equipment | 30 |
| 48. | Exhibition of Agreement in Workplace | 30 |
| 49. | Meetings | 31 |
| 50. | United Voice Matters | 31 |
| 51 | Signatures | 31 |
| | | |
| | Attachment A - Classification Structure | 32 |
| | Attachment B – Weekly Wage Rates | 35 |
| | Attachment C – Allowances | 36 |
| | Attachment D - Traineeships | 37 |
| | Attachment E - School Based Apprenticeships | 49 |
| | Attachment F - Supported Wage | 50 |

Part 1 – Coverage and Operation

1. TITLE

This agreement shall be known as Pulse Services Agreement 2016.

2. COMMENCEMENT AND DURATION

This Agreement shall operate from 7 days from the date of approval by Fair Work Commission and shall expire on 10 March 2019.

3. RELATIONSHIP WITH OTHER AWARDS

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

4. PARTIES BOUND

- 4.1 The parties to this agreement are
- a. UOW Pulse Ltd.
 - and
 - b. United Voice, NSW Branch
- 4.2 This Agreement applies to all employees who principally perform work in one of the job classifications described in Attachment A – Classification Structure of this Agreement.

5. DEFINITIONS AND INTERPRETATION

- 5.1 "Casual Employee" means an employee who is engaged as such and paid as such.
- 5.2 "Employee" means an employee whose conditions of employment are regulated by this agreement.
- 5.3 "Fixed Term Employee" means an employee who is engaged as a full-time or part-time employee for a fixed period.
- 5.4 "Full-Time Employee" means a permanent employee who is engaged to work an average of 38 ordinary hours per week in accordance with this agreement.
- 5.5 "Permanent Employee" means a Full Time, Part Time employee not on fixed term contract.
- 5.6 "Part-Time Employee" is an employee with a permanent roster between 10-36 hours per week.
- 5.7 "Trainee" means an employee engaged as a trainee under the Training Wage Clause 19.
- 5.8 "Apprentice" means an employee who is engaged under the Apprenticeship Clause 19.
- 5.9 "Trade Union" means the United Voice, NSW Branch.
- 5.10 "Pulse" means, UOW Pulse Ltd.

- 5.11 "sessional employee" is defined in Clause 10.3
- 5.11 "student employee" is an employee who is currently an enrolled student of the university and on campus at the time of the rostered shift.
- 5.12 "CSE" means the Centre for Student Engagement

6. CLASSIFICATIONS

- 6.1 Pulse Services Employees will be classified in one of the job classifications described in Attachment A - Classification Structure.
- 6.2 Where any employees duties are not mentioned within these classifications, the employee shall be classified in the level that most closely reflects the work performed, the environment and level of autonomy in which the work is normally performed.
- 6.3 The Classifications contained in this Agreement cover all employees of Pulse, but not managerial employees whose principal functions are not described in the level descriptions.
- 6.4 Where an employees duties are not mentioned within these classifications, the employee shall be classified in a level that, by reference to the level descriptors, most closely reflects the skills and responsibilities of the job.

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. Employees will be provided with the written agreement for 7 days prior to it commencing during which time they may seek advice on the agreement with their representative.
- 7.3 The agreement between Pulse and the individual application 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 Pulse 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 If Pulse is seeking to enter into an agreement it must provide a written proposal to that employee. Where the employee understanding of written English is limited Pulse 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 Pulse 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 Pulse 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 Pulse 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 or a dispute in relation to the NES of any employees covered by this agreement shall be settled in a timely manner by the following steps;

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 Pulse General Manager 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 eminent 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

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 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 Duty to Discuss Change

9.2.1 Pulse shall discuss with the employees affected and the United Voice, 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 United Voice 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.
- 10.2 Full-time and part-time employees may be engaged as a permanent employee, sessional employee or fixed term employee.
- 10.3 Sessional Employees
 - 10.3.1 Employees may be engaged to work full-time or part-time during University session dates as promulgated by the university from time to time.
 - 10.3.2 An employee engaged in a full-time or part-time capacity as a sessional employee is entitled in all other respects to the provisions of this agreement on a pro rata basis.
 - 10.3.3 Subject to Clause 10.3.1, during University examination and recess periods, summer session or other intakes outside Spring and Autumn session, sessional employees may elect either:
 - 10.3.3.1 not to be available to work during such periods; or
 - 10.3.3.2 to be available for work during such periods in full-time or a part-time capacity; or
 - 10.3.3.3 to be available for work but only in a casual capacity.
- 10.4 Upon engagement an employee shall be informed by Pulse of:
 - 10.4.1 Whether the employee is to be engaged on a full-time, part-time, sessional or casual basis.
 - 10.4.2 The employee's classification, job description and the duties to be performed.
 - 10.4.3 The working times including when meal breaks and rest breaks will be taken.
 - 10.4.4 Who will supervise the employee.
 - 10.4.5 Whether the employee starts work on probation (not applicable to apprentices or trainees). Period of probation is 3 months and may be increased to 6 months where a performance issue has been identified in accordance with the following;
 - 10.4.7.1 Monthly reviews will be conducted during the probationary period, and;
 - 10.4.7.2 Where performance issues have been identified in the lead up to the meeting, the employee will be afforded the right of reply and;
 - 10.4.7.3 The review meetings will be documented accordingly.
- 10.5 Employees shall perform such work as Pulse shall, from time to time, reasonably

require provided the employee is competent to do the work or, if not, Pulse is prepared to train the employee to do the work.

- 10.6 Where an employee is detained at work after the normal finishing time and it is then too late to travel by the employee's usual transport to go home, Pulse shall either arrange transport or repay the employee's taxi fare.
- 10.7 Part time employees will be given first opportunity to work additional hours within the same unit, provided these hours are at normal time rate and does not incur overtime payment for Pulse.
- 10.8 An employee who attends a course/seminar at Pulse's direction shall have the cost associated with the attendance such as travel, meal and accommodation paid for by Pulse.

11. FIXED TERM EMPLOYMENT

- 11.1 Pulse may engage employees on a fixed term contract as either full-time or part-time employees provided that such periods shall:
 - 11.1.1 not be less than one month provided that the minimum engagement;
 - 11.1.2 not be more than 12 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 Fixed term employment may be terminated by either party by providing 1 week notice or payment thereof.
- 11.4 An employee who accepts a change to 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 shall revert to their previous position, if available, 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 or fixed term appointment if uncertainty as to the ongoing viability of the position remains. Any dispute as to the ongoing viability are to be dealt with in accordance with Clause 8 – Dispute Resolution Procedure.

12. TERMINATION OF 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:

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

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

- 12.2. Nothing in this clause shall affect the right of Pulse to dismiss an employee without notice for 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 one payment cycle notice or forfeit wages for any part of the notice period not worked.
- 12.4 On termination of employment for any reason Pulse will give a full or part-time employee a certificate of service stating how long the employee had worked for Pulse and what job the employee did.

13. 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 Redundancy
 - (a) This Clause shall apply in respect to full time and part time employees employed in the classifications specified by Clause 6 - Classifications.
 - (a) 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.
 - (b) 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 labor.

14.2 Termination of Employment

- (a) Notice periods for termination of employment shall be in accordance with clause 12 – Termination of Employment contained within this agreement.

14.3 Notice for Technological Change

- (a) This sub clause sets out the notice provisions to be applied to termination by Pulse for reasons arising from technology changes resulting in the direct loss of jobs by replacement with technology.
- (b) In order to terminate the employment of an employee, Pulse shall give to the employee three months' notice of termination.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment shall be terminated by clause of the period of notice specified and clause payment in lieu thereof.
- (d) The period of notice required by this sub clause to be given shall be deemed to be service with Pulse for the purposes of all leave.

14.4 Time Off During the Notice Period

- (a) During the period of notice of termination given by Pulse, an employee shall be allowed up to one day time off without loss of pay during each week of notice, to a maximum of five days, for the purpose of seeking other employment.
- (b) 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.
- (c) Pulse will assist the employee in resume writing as required.

14.5 Employee Leaving During the Notice Period

- (a) 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.

14.6 Statement of Employment

- (a) 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.

14.7 Notice to Centrelink

- (a) 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.

14.8 Centrelink Employment Separation Certificate

- (a) 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.

14.9 Transfer to Lower-Paid Duties

- (a) 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.

14.10 Severance Pay

- (a) Where an employee is to be terminated under this clause, Pulse shall pay the following severance pay in respect of a continuous period of service.
- (b) Where 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 |

- (c) 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 |

- (d) "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 agreement payments, shift penalties and allowances paid pursuant to this agreement.

14.11 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 14.10 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 14.10 of this Clause will have on Pulse.

14.12 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 14.10 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. It is the intention of Pulse to change to fortnightly pays sometime after lodgement of this agreement.
- 15.2 Wages will be transferred not later than 3 working days following the end of any pay period.
- 15.3 All wages will be calculated in 15 minute intervals for time worked of less than an hour.
- 15.4 Consultation will occur with individual employees to assist in the transition to fortnightly pays prior to any change in frequency of payment. Where financial hardship or difficulty occurs as a result of the transition, the employee may apply for and Pulse will endeavour to provide financial assistance on a case by case basis to be repaid over subsequent pay periods.

16. WAGES

- 16.1 Full-time employees will be paid for work based on the minimum weekly rates in Attachment B – Weekly Wage Rates payable commencing the first full pay period of March each year.
- 16.2 Part-Time employees will be paid per hour 1/38 of the weekly rate of pay rescribed for a full-time employee of the same classification contained in Attachment B – Weekly Wage Rates.
- 16.3 Casual Employees:
- 16.3.1 Casual employees will be paid for each hour worked 1/38th of the weekly rate for the grade which applies to the employee plus 20%. All overtime and other penalty payments will be calculated on this rate.
- 16.3.2 Casual employees are also entitled to be paid 1/12th of the employee's ordinary pay.
- 16.4 An employee currently receiving an over agreement rate of pay will be increased in line with percentage increases set out in Attachment B – Weekly Wage Rates

17. HIGHER DUTIES

- 17.1 An employee who is required by Pulse 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.

18. JUNIORS

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 | % |
|-----------------|------|
| 17 years of age | 62 |
| 18 years of age | 70 |
| 19 years of age | 82.5 |
| 20 years of age | 97.7 |

19. APPRENTICES AND TRAINEES

19.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with the Attachment B – Weekly Wage Rates of this agreement.

19.2 The minimum weekly wage rate for apprentices shall be calculated by applying the following percentages to the total rate of a Grade 5 employee.

"Equivalent training stage" recognises that an employee could receive credit for training undertaken prior to the commencement of the employees apprenticeship or have the ability to accelerate the period of the employees apprenticeship.

| Year of Apprenticeship | Percentage of applicable rates of pay |
|------------------------|---------------------------------------|
| First Year | 55% |
| Second Year | 65% |
| Third Year | 80% |
| Fourth Year | 95% |

19.3 Tool Allowance
An apprentice in cooking who provides the employees own tools shall be paid an allowance set out in Attachment C - Allowances.

19.4 Trainees will be engaged in accordance with Attachment D contained within this agreement.

19.5 School Based Apprenticeships will be employed in accordance with Attachment E contained within this agreement.

20. LAUNDRY ALLOWANCE

20.1 Pulse will launder an employee's special clothing or pay the employee a laundry allowance the amount of which is set out in Attachment C – Allowances

20.2 Special clothes are those which Pulse asks the employee to wear as a uniform as required in clause 46 and which the employee could not use for everyday wear.

21. FIRST AID

21.1 An employee nominated by Pulse to perform the duties of First Aid Officer shall be paid an allowance as contained in Attachment C – Allowances for each shift the employee is nominated to perform such tasks provided that:

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

22. MEAL SUBSIDY

22.1 Employees who work 5 hours or more per shift, and taking a break, shall receive one meal subsidy voucher per day to the value of \$8.00. The subsidy is to be used in accordance with the following;

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

In addition to the above, any employee rostered to work post 6pm (working less than 9 hours) shall be entitled to a meal or issued a meal subsidy voucher to the value of \$8.00. Employees working in excess of a 9 hour shift shall be entitled to the meal allowance pursuant to clause 31.

23. SUPPORTED WAGE

23.1 Employees may be engaged on the Supported Wage System in accordance with Attachment F of this agreement.

24. SUPERANNUATION

Pulse will make superannuation contributions for employees in accordance with the requirements of the Superannuation Guarantee Legislation into a fund that complies with the relevant legislation.

Employees will have the ability to salary sacrifice in relation to superannuation by directing Pulse to pay a portion of their wage into their superannuation fund. Payments are to be regular and not spontaneous or erratic payments. Generally, a change to the salary sacrifice provisions will only be accepted annually without incurring an administration fee of 10% to the employee.

Part 5 – Hours of Work and Related Matters

25. FULL-TIME WORK

25.1 A full-time employee is an employee that works 38 ordinary hours per week.

26. PART-TIME WORK

- 26.1 A part-time employee shall mean a weekly employee engaged to work:
- 26.1.1 not less than 3 hours per day;
 - 26.1.2 not less than 10 hours per week; and
 - 26.1.3 not more than an average of 144 hours over a four week period .
- 26.2 Any hours worked by a part-time employee outside the ordinary hours of work as set out in Clause 29, or in addition to the 38 hours per week shall be paid at overtime rates.
- 26.3 Subject to this clause, all the provisions of this agreement shall apply to a part-time employee on a pro rata basis.

27. STUDENT EMPLOYEES

- 27.1 A student employee is an employee who is currently an enrolled student of the university, is on campus and is engaged on a permanent, fixed term or casual basis.
- 27.1.1 Permanent and Fixed Term
 - 27.1.1.1 Means a student employee who at the beginning of each semester is provided with a regular roster which will be consistent for the semester.
 - 27.1.1.2 May work no more than 2 engagements on any one day;
 - 27.1.1.3 A one hour minimum shall apply for the first shift and a minimum of 2 hours for the second shift;
 - 27.1.1.4 In all other respects is treated as a part-time employee under the Agreement.
 - 27.1.2 Casual
 - 27.1.2.1 Means a student employee who may be engaged on an ad hoc basis or rostered;
 - 27.1.2.2 A one hour minimum engagement shall apply if already on campus;
 - 27.1.2.3 In all other respects treated as a casual employee under the Agreement."
- 27.2 Student employees shall not be employed to displace existing employees covered by this Agreement. It is not the intention of this clause to inhibit management prerogative in restructure through natural attrition.

28. CASUAL EMPLOYEES

- 28.1 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. By agreement between Pulse and the employee, hours per engagement may be not more than 12 including the time taken for meal breaks, without the payment of a penalty under

Clause 32.

- 28.2 A casual employee is entitled to a minimum engagement of 3 continuous hours except in accordance with Clause 27 – Student Employees.
- 28.5 Casual employees who have worked on a regular and systematic basis for a period of 6 months may apply for part time 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 either a permanent or sessional employee.

29. HOURS OF WORK

- 29.1 The ordinary hours of work, exclusive of meal breaks, shall not exceed thirty eight (38) hours per week. These ordinary hours may not be averaged over more than a 4 week period. The span of ordinary hours shall be;
- 29.1.1 Student activities and programs, 8am to midnight
- 29.1.2 Marketing and Communications, 8am to 6pm
- 29.1.3 Cleaning and other, 6am to midnight
- 29.2 Full time and part time employees will work not more than 5 days per week, or by agreement between Pulse and the employee, not more than 20 days in a 4 week period. Provided that ordinary hours may be worked on six days in one week if the following week ordinary hours are worked on not more than four days.
- 29.3 Rosters
- 29.3.1 Pulse shall display a roster in a place accessible to all employees. The roster shall set out the starting, finishing and meal times for full-time and part-time employees for each week. The roster shall be posted at least 7 days before its commencement.
- 29.3.2 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 beyond the control of Pulse. During such time discussion will commence in accordance with the Disputes Settlement Procedure - Clause 8. Pulse will discuss any change with the employee and try to take into account the employee's family and personal needs.
- 29.3.3 Pulse will take into consideration an employees family responsibilities, safe transport home, study commitments or religious observances when rostering.
- 29.3.4 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.
- 29.3.5 Employees will be provided with 2 consecutive days off per week or 3 per days off per fortnight.
- 29.4 The ordinary daily working hours of full-time and part-time employees will not be more than 10 hours in any one shift not 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.

29.5 If a full-time employee is rostered to work less than 5 hours on an ordinary time shift the employee will be paid for no less than 5 hours worked.

29.6 Break Between Shifts

Full-time and part-time employees will be given 10 clear hours off between finishing work on one shift (including overtime) and starting work on the next shift, or paid double the employees ordinary rate of pay for all time worked until the employee has had ten clear hours off. An employee may agree to a break of 8 clear hours off between finishing work on one shift (including overtime) and starting work on the next shift.

29.7 Broken Shifts

Where an employee works a broken shift Pulse will pay the employee for not less than 8 hours worked on any one shift. The shift will be spread over not more than 2 periods within a span of not more than 14 hours inclusive of meal breaks. For each broken shift worked, an employee shall be paid an allowance of one half of the hourly ordinary rate of pay payable from time to time to employees at the level 2 work classification.

(Undertaking AG2016/5446)

29.8 The following shift definitions apply:

- a) **Day shift** commences at or after 6.00 am and finishes at or before 6.00 pm
- b) **Afternoon shift** finishes after 6.00 pm and at or before midnight.
- c) **Night shift** finishes after midnight and at or before 8.00 am.

Afternoon shift and night shift will attract a shift loading in accordance with Cl.32.6

30. MAKE-UP TIME

30.1 An employee may elect, with the consent of Pulse, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

30.2 An employee on a regular night shift may elect, with the consent of Pulse, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

31. MEAL BREAK/REST PAUSE

31.1 An employee who is engaged to work in excess of 5 hours shall be given an unpaid meal break of between 30 minutes and 1 hour. This meal break shall be given after working not more than 5 hours. Where an employee works in excess of 9 hours, a second meal break of 30 minutes will be provided, this break will be a paid break at normal time and in addition to this the employee will be paid a meal allowance for the second break the amount of which is set out in Item 1 of Table 2 of Schedule C, or be given a meal.

- 31.2 Where due to operational demands, an employee may agree to work up to six hours without a break for a meal.
- 31.3 In addition to a part time or full time employee's meal break(s), such employees will be given a rest pause of 15 mins once during each work period of 5 hours or each employee who works 3-5 hours on any engagement shall be provided a paid rest pause of 10 minutes.
- 31.4 In addition to clause 31.3 each employee who works 7.6 hours or more on any engagement shall be provided a second paid rest pause of 10 minutes.
- 31.5 No rest pause shall be given or taken within 1 hour of the employees commencing or ceasing time. The timing of the rest pause shall accommodate the needs of the business.

32. OVERTIME

- 32.1 If Pulse requires an employee to work:
- 32.1.1 overtime being for full-time employees more than 38 hours per week or Pulse may average these hours over a 4 week period;
 - 32.1.2 overtime being more than the ordinary daily working hours set out in 29.4;
 - 32.1.3 on a Saturday (except if the employee works a regular night shift referred to in Clause 32.3);
 - 32.1.4 on a Sunday;
 - 32.1.5 on a public holiday;
- Pulse will pay the employee extra wages (called a penalty) being:
- in the case of 32.1.1 and 32.1.2 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 32.1.3 for ordinary hours on Saturday, time and a half of the ordinary rate of pay for all time worked,
 - in the case of 32.1.4 for ordinary hours on Sunday, two times the ordinary rate of pay for all time worked, and
 - in the case of 32.1.5 for work on a public holiday, two and a half times the ordinary rate of pay for all time worked.
- 32.2 When calculating overtime each shift shall stand alone.
- 32.3 Where an employee works ordinary hours between midnight and the ordinary start time of the following day they are to be paid an extra 30% penalty for all time worked during these hours. Notwithstanding the foregoing, if the employee works more than half of a regular shift during this time, Pulse will pay the employee for all time worked on that shift an extra 30% penalty and clauses 32.1.2 and 32.1.3 will not apply to the employee. The above penalties are not payable for work on Sundays and public holidays, or for overtime worked under clause 32.1.

32.4 Time Off In Lieu of Payment for Overtime

The employee may, with the consent of Pulse take time off within 12 months of becoming entitled to these payments instead of being paid with the time off being calculated in accordance with the relevant overtime rate.

32.5 Reasonable Overtime

Subject to subclause 32.4.1 Pulse may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this agreement.

32.4.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

32.4.2 For the purposes of Clause 32.4.1 what is unreasonable or otherwise will be determined having regard to;

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

(Undertaking AG2016/7055)

32.6 Afternoon and night shift will attract a penalty rate of 15%, except a non-rotating night shift, which attracts 30%

Part 6 – Leave and Public Holidays

33. ANNUAL LEAVE

33.1 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.

33.1.1 An employee whose accrued annual leave entitlement equals or exceeds 7 weeks may be directed in writing to take up to 4 weeks of their accrued leave entitlement.

The time of taking the leave will be determined by Pulse, if an agreement with the employee as to when the leave shall be taken cannot be reached. Any such request will have regard to the operational requirements of Pulse 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 7 weeks when the direction is given or when it takes effect.

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

33.1.2 An employee may elect with the consent of Pulse. To take annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

33.1.3 Access to annual leave, as prescribed in paragraph 33.1.2 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

33.2 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;

33.2.1 An application must be submitted at least 6 weeks prior to the leave to be taken.

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

33.2.3 Minimum booking 1 week at a time.

34. ANNUAL LEAVE LOADING

34.1 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.

34.2 Employees shall be granted an annual leave loading equivalent to 17.5% of 4 weeks ordinary salary as at 31 December.

34.3 Upon resignation or termination by Pulse, an employee who has not been paid an annual leave loading will be paid the loading

35. LONG SERVICE LEAVE

35.1 Entitlement

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.

35.2 Leave at half pay

Employees may request to take their Long Service Leave entitlement at half pay subject to the following;

35.2.1 An application must be submitted at least 12 weeks prior to the leave to be taken.

35.2.2 A full year leave plan must be submitted by the employee exhausting the entitlement within the 12 month plan. This clause is not designed to allow employees to accumulate excessive leave.

35.2.3 Minimum booking 2 weeks at a time.

35.3 Employees may defer Long Service Leave as it falls due with the agreement of Pulse. A full leave plan must be prepared by the employee availing them to the full entitlement within an agreed period and at the rate of pay when the leave became entitled.

35.4 No employee will be disadvantaged by taking leave.

36. PARENTAL LEAVE

36.1 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.

36.1.2 Casual employees shall not be entitled to paid Parental Leave.

36.1.3 Parental Leave is a broader leave description that encompasses:

36.1.3.1 Maternity Leave

36.1.3.2 Partner Leave

36.1.3.3 Adoption Leave

36.1.3.4 Foster Parent Leave

36.1.4 Part-time employees entitled to Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.

36.1.5 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.

36.1.6 Pulse shall confirm Parental Leave arrangements in writing prior to the commencement of leave.

36.1.7 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.

36.1.8 Where paid Parental Leave is applicable then payment shall be made in accordance with Pulse normal pay periods. No lump sum payments will be made.

36.1.9 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.

36.1.10

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.

36.1.11

Unpaid Parental Leave shall not count as service for the purpose of Long Service Leave, but will not affect continuity of service.

36.1.12

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.

36.1.13

An employee shall not be able to access any other type of leave except as provided for in sub-clause 36.1.9, whilst on approved Parental Leave as provided for in this Clause.

36.1.14

Except for the provisions in sub-clause 36.7.1, the parents may not normally be on Parental Leave at the same time, in respect of the same child(ren).

36.2 Maternity Leave

36.2.1 A female employee who has completed 40 weeks continuous paid service in accordance with sub-clause 36.1.1 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:

36.2.1.1 Paid Maternity Leave in accordance with sub-clause 36.2.2;

36.2.1.2 Annual leave or long service leave in accordance with 36.1.9;

36.2.1.3 Unpaid Leave up to the balance of the 104 weeks.

36.2.2 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 (sessional employees to be paid during session periods only). This paid Maternity Leave may be taken as 24 weeks at half pay.

36.2.3 An employee who takes Maternity Leave shall not be eligible for Partner Leave in respect of the same child(ren).

36.2.4 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.

36.2.5 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.

36.2.6 At the completion of Maternity Leave the employee must return to work in accordance with the provisions of sub-clauses 36.3, 36.4 or 36.5 below.

36.3 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 4 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.

36.4 Resumption of Duty at the Completion of Parental Leave

36.4.1 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.

36.4.2 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:

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

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

36.4.2.3 the provisions of sub-clause 36.4.1 apply,

or otherwise they will be deemed to have abandoned their employment and will be notified accordingly.

36.5 Partner Leave

36.5.1 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.

36.6 Adoption Leave

36.6.1 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:

36.6.1.1 the child(ren) has been living with the employee or their partner for a period of less than three (3) months; or

36.6.1.2 is not a child or step-child of the employee or the partner of the employee the employee shall be entitled to Adoption Leave.

36.6.2 Subject to sub-clause 36.6, any employee entitled to Adoption Leave shall be entitled to the same entitlements available for Maternity Leave.

36.6.3 In accordance with sub-clause 36.6.2, 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.

36.7 Foster Parent Leave

36.7.1 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.

36.7.2 Satisfactory evidence will need to be provided to confirm the foster arrangement and the intended period of placement.

36.8 Pre-natal Leave

An employee who is entitled to maternity leave in accordance with clause 36.2.1 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.

37. PERSONAL/CARER'S LEAVE

37.1 Permanent employees will accrue 91.2 hours (part time employees - pro rata) off per year for the purposes of personal/carer's leave as detailed in this clause without loss of pay.

37.2 The employee shall, within 24 hours of the commencement of any such absence, inform Pulse of his/her inability to attend for duty and in the case of carer's leave, the name of the person requiring care and that person's relationship to the employee, and as far as possible, state the reason and the estimated duration of the absence. The employee shall furnish to Pulse such evidence as Pulse reasonably may desire that he/she was unable by reason to attend for duty on the day or days for which leave is claimed.

37.3 Use of Personal/carer's Leave

37.3.1 An employee is unable to attend work because the employee is ill or has been injured.

37.3.2 An employee, with responsibilities in relation to a class of person set out in Clause 37.3.4.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued leave entitlement, provided for at Clause 37, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

37.3.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal

circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

37.3.4 The entitlement to use personal/carer's leave in accordance with this subclause is subject to:

37.3.4.1 the employee provides care and support to the person concerned because of illness, injury or unexpected emergency affecting the person; and

37.3.4.2 the person concerned being:

37.3.4.2.1 an immediate family being

(a) a spouse, child, parent, grandparent, grandchild or sibling of the employee, or;

(b) a child, parent, grandparent, grandchild or sibling of a spouse of the employee

37.3.4.2.2 a former spouse of the employee; or

37.3.4.2.3 a de facto or former de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives/d with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person or;

37.3.4.2.4 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

37.3.4.2.5 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

37.3.4.2.6 a of the employees household.

(a) "household" means a family group living in the same domestic dwelling.

37.4 Unpaid Leave for Family Purpose

An employee may elect, with the consent of Pulse, to take unpaid leave for the purpose of providing care and support to a class of person set out in 37.3.4 above who is ill.

37.5 Casual Employees entitlement Personal/Carers Leave

- 37.5.1 Subject to evidentiary and notice requirements in 37.2 and 37.3.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 37.3.4 of this clause who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 37.5.2 The employee will be entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 37.5.3 Pulse will not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of Pulse to engage or not to engage a casual employee are otherwise not affected.

38. COMPASSIONATE LEAVE

- 38.1 An employee, other than a casual employee, shall be entitled to up to two 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 of the employee's immediate family or a 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 of the employees immediate family or a of the employee's household as prescribed in clause 37.3.4.
- 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 37.3.4, 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 employee has already been granted other leave.
- 38.5 Compassionate leave may be taken in conjunction with other leave available under Personal/Carers Leave. In determining such a request Pulse will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 38.6 Compassionate leave entitlement for casual employees
- 38.6.1 Subject to the evidentiary and notice requirements in Clause 37.1 and 37.2 casual employees are entitled not to be available to attend work, or to leave work upon the death of a person prescribed in 37.3.2.

38.6.2 The employee will be entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

38.6.3 Pulse will not fail to engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Pulse to engage or not to engage a casual employee are otherwise not affected.

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.
- 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 fire fighting 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.

40.1.4 It shall be the responsibility of the employee to keep the Pulse informed about the time off needed to attend to emergency duties.

40.2 Proof of attendance

To receive payment, and 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.

- 41.2 In such circumstances, employees will be able to access up to 3 days per year, non-cumulative paid leave

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. STUDY LEAVE

- 43.1 Permanent employees (part time employees working 25 hours or more per week) will be entitled, upon application and subject to approval, up to 2 days paid leave (pro-rata for part time employees) twice per year to assist with preparation of major exams and projects. Time may be taken in half days. Leave to attend exams during work hours will be approved upon completion of a leave application with the appropriate timetable attached.

44. PUBLIC HOLIDAYS AND CONCESSIONAL DAYS

- 44.1 The days on which the following holidays are observed shall be holidays under this agreement, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or any other day hereafter proclaimed as a public holiday in NSW. Work on these days is to be voluntary.
- 44.2 Work performed on a public holiday shall be paid in accordance with clause 32.1.5.
- 44.3 An employee other than a casual employee who is not rostered to work, and does not ordinarily work, on the day on which a public holiday falls is not entitled to any payment, as the employee will not suffer a loss of pay as a result.
- 44.4 If an employee, other than a casual employee, is not normally rostered to work regularly on the same days each week and the employee is not rostered to work on a public holiday, Pulse will either pay the employee an additional day's wages, or add a day to the employees annual holiday's leave, or give the employee another day off on ordinary pay within 28 days after or within one week before that public holiday.
- 44.5 Pulse may not change an employee's normal rosters to avoid paying the employee

for a public holiday.

- 44.6 If an employee, other than a casual employee, is absent from work on the working day before or the working day after a public holiday without reasonable excuse and the production of evidence shall not be entitled to payment for such a holiday.
- 44.7 Permanent employees will receive concessional days being all other days falling between Christmas Day and New Year's day consistent with existing practice and without loss of pay. Part time employees will be paid an average of hours worked in the month of December immediately prior to the Xmas/New Year concessional period. In the event the University discontinues the concessional period, permanent employees will be provided with 1 additional public holiday day (pro rata) with pay, to be taken by agreement within 6 weeks from 2nd January.

45. JURY SERVICE

- 45.1 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.
- 45.2 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

46. UNIFORMS

- 46.1 Where Pulse requires an employee to wear a designated uniform;
- 46.1.1 The uniform will be supplied by Pulse as defined by Pulse uniform policy
- 46.1.2 The uniform will remain the property of Pulse and will be replaced upon fair wear and tear.

47. WORK CLOTHES AND SAFETY EQUIPMENT

- 47.1 Pulse will provide an employee with all necessary safety equipment and clothing. The employee must use/wear these items at all times when necessary and must take good care of them.
- 47.2 Pulse will replace all broken or lost items but Pulse can ask the employee to pay Pulse back if they are lost or broken because of carelessness of the employee. The onus of proving this will be on Pulse.
- 47.3 Pulse will provide safety boots, upon request, for employees working in back dock areas, using forklifts or where employees are required to move pallets and/or handle stock in dock areas.
- 47.4 Pulse will provide wet weather gear for each employee as required for those employees required to work in outdoor areas from time to time.

48. EXHIBITION OF AGREEMENT IN WORKPLACE

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

49. MEETINGS

- 49.1 An employee may be required to attend employee meetings outside normal rostered hours paid at normal time rate with a frequency of no more than one meeting per quarter.
Employees with family responsibilities will make every effort to attend meetings. Where due to pressing family circumstances an employee is unable to attend they will provide Pulse with written notice at least 48 hours prior to the scheduled meeting indicating the reason for their non-attendance.

50. UNITED VOICE MATTERS

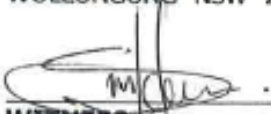
- 50.1 Pulse will provide space on notice boards for United Voice business.
- 50.2 Pulse will provide the United Voice with one unpaid meeting of 1 hour each calendar year to discuss workplace issues. A request must be forwarded to Pulse General Manager and be approved in writing beforehand. At least seven days notice will be required and meetings are to be held at times that are convenient to Pulse.

51. SIGNATORIES




Michael Gillmore
General Manager
UOW Pulse Ltd
Northfields Avenue
WOLLONGONG NSW 2500

11th November 2016
Date




WITNESS
Name: SHANNAN HUMAN
Position: HR ADVISOR
Address: NORTHFIELDS AVE

11th November 2016
Date



Mel Gatfield
Branch Secretary
United Voice
Level 1, 187 Thomas Street
HAYMARKET NSW 2000

16 NOVEMBER 2016
Date



WITNESS
Name: STEVEN NGUYEN
Position: OPERATIONAL LEAD - MEMBER SUPPORT
Address: LEVEL 1, 187 THOMAS ST HAYMARKET NSW 2000

16 NOVEMBER 2016
Date

ATTACHMENT A – CLASSIFICATIONS

Services Employee - Level One

Is an employee who is providing general assistance to employees of a higher grade, not including direct support to customers, and is primarily engaged in one or more of the following:

- General cleaning, labouring tasks.
- Cleaning and tidying of kitchens and customer service areas, including the cleaning of equipment, crockery and general utensils.
- Setting and/or wiping down tables, removing waste, emptying ashtrays and/or picking up glasses.
- Assisting in social, cultural or sporting/entertainment events.
- Assisting in market research.

Progression to Level Two will depend upon successful application and availability of a position.

Services Employee - Level Two

Means an employee who is primarily engaged in one or more of the following:

- Specialised cleaning duties involving the use of specialised cleaning equipment and/or chemicals.
- Allocated building, maintenance or similar duties.
- Greeting and seating guests, students and dignitaries under general supervision.
- Assisting with student leisure, leadership development and recreational activities.
- Graphic design (unqualified)

Progression to Level Three will depend upon successful application and availability of a position.

Services Employee - Level Three

Means an employee who is primarily engaged in one or more of the following:

- Security work requiring the holding of an appropriate license
- Instructor who works directly with more qualified employee to provide supervision of a group or individual activity or program, only after commencing a recognised course or undertaking accredited training;
- Recreational/leisure activities, involving the planning, and/or co-ordinating and/or conduct of individual leisure, games, promotional and/or entertainment activities;
- Maintaining machinery, plant and technical equipment for routine building and/or grounds maintenance but not possessing the appropriate trade qualifications.

- Driving a passenger vehicle or courtesy bus.
- Technical assistant including computer room duties, lighting and sound set up.
- Assisting in the instruction on a one to one basis of employees of a lower grade.
- Clerical duties to support a department or function.

Progression to Level Four will depend upon successful application and availability of a position.

Services Employee - Level Four

Means an employee who is primarily engaged in one or more of the following:

- Responsible for a program, event or activity requiring KPI outcomes, budget setting and control.
- Marketing and sponsorship sales assistance with associated administrative function.
- Performing specialist leadership and/or communication programs for target audience.
- Providing basic supervision and instruction to employees of a lower grade.
- Planning and/or coordinating of events or other large activities.
- Non Trade Graphic Art, design and printing and Information Technology positions.

Progression to Level Five will depend upon successful application and availability of a position.

Services Employee - Level Five

Means an employee who is primarily engaged in one or more of the following:

- Trade work appropriate to an employee's trade, and who has completed an apprenticeship or who has passed the appropriate trade test such as printing/graphic arts.
- Department supervisor, responsible for supervision, training and co-ordination (including rostering) of employees within their respective work area to ensure delivery of service.
- Instructor who conducts more than one level or type of class or activity and who may assist in the design and delivery of programs and is capable of assessing participants.

Progression to Level Six will depend upon successful application and availability of a position.

Services Employee - Level Six

- Degree qualified personnel entering workforce of specialisation

- Substantial (min 3 years) work experience in the absence of formal qualifications

Services Employee - Level Seven

- Degree qualified personnel with a minimum of two years experience in field of specialisation.

ATTACHMENT B – Weekly Wage Rates

| Classification | 2013 Rates | 2014 rates | 2015 rates | 3.0% Mar 16 | 3.0% Mar 17 | 3.0% Mar 18 |
|------------------------------|-------------------|-------------------|-------------------|------------------------|------------------------|------------------------|
| Services Employee Level 1 | \$ 667.20 | \$ 699.43 | \$ 720.42 | \$ 742.03 | \$ 764.29 | \$ 787.22 |
| Services Employee Level 2 | \$ 704.87 | \$ 734.03 | \$ 756.05 | \$ 778.73 | \$ 802.09 | \$ 826.16 |
| Services Employee Level 3 | \$ 716.73 | \$ 749.28 | \$ 771.76 | \$ 794.91 | \$ 818.76 | \$ 843.32 |
| Services Employee Level 4 | \$ 752.29 | \$ 775.22 | \$ 798.48 | \$ 822.43 | \$ 847.11 | \$ 872.52 |
| Services Employee Level 5 | \$ 794.62 | \$ 816.22 | \$ 840.71 | \$ 865.93 | \$ 891.91 | \$ 918.67 |
| Services Employee Level 6 | \$ 835.71 | \$ 858.13 | \$ 883.88 | \$ 910.40 | \$ 937.71 | \$ 965.84 |

ATTACHMENT C – ALLOWANCES

| Item No. | Brief Description | \$ | \$ | \$ | |
|----------|--|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | | Amount | FFPP Mar-16 | FFPP Mar-17 | FFPP Mar-18 |
| 1 | Meal Allowance | 13.46 | 13.86 | 14.28 | 14.71 |
| 2 | Apprentices Tool Allowance | 0.73 p/week | 0.75 p/week | 0.77 p/week | 0.80 p/week |
| 3 | Laundry Allowance: | | | | |
| | (Shirts only) - special clothing requiring ironing | 1.80 p/day to a max of 3 p/week | 1.85 p/day to a max of 3 p/week | 1.91 p/day to a max of 3 p/week | 1.97 p/day to a max of 3 p/week |
| | (Multiple Items) and/or team members employed pre 2008 - special clothing requiring ironing | 3.58 p/day to a max of 3 p/week | 3.69 p/day to a max of 3 p/week | 3.80 p/day to a max of 3 p/week | 3.91 p/day to a max of 3 p/week |
| | (Multiple Items) - special clothing not requiring ironing | 2.16 p/day to a max of 3 p/week | 2.22 p/day to a max of 3 p/week | 2.29 p/day to a max of 3 p/week | 2.36 p/day to a max of 3 p/week |
| 4 | First-Aid Allowance | 2.21 p/day to a max of 5 p/week | 2.28 p/day to a max of 5 p/week | 2.34 p/day to a max of 5 p/week | 2.41 p/day to a max of 5 p/week |

ATTACHEMENT D – TRAINEESHIPS

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 Pulse 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 D1 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 D1 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 agreement 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 agreement 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 detailed below as at the time of making this agreement will increase with the annual percentage increase outlined in Attachment B – Weekly Wages Table.

(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 D1 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 | | | | |

(b) Wage Level B

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 B by Appendix D1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 385.80 |
| Plus 1 year out of school | 332.80 | 385.80 | 443.80 |
| Plus 2 years out of school | 385.80 | 443.80 | 520.40 |
| Plus 3 years out of school | 443.80 | 520.40 | 593.60 |
| Plus 4 years out of school | 520.40 | 593.60 | |
| Plus 5 or more years out of school | 593.60 | | |

(c) Wage Level C

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 C by Appendix D1 are:

| | Highest year of schooling completed | | |
|--|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 385.80 |
| Plus 1 year out of school | 332.80 | 385.80 | 434.30 |
| Plus 2 years out of school | 385.80 | 434.30 | 485.20 |
| Plus 3 years out of school | 434.30 | 485.20 | 540.60 |
| Plus 4 years out of school | 485.20 | 540.60 | |
| Plus 5 or more years out of school | 540.60 | | |

(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 traineeship | Second and subsequent years of traineeship |
|-------------------|----------------------------------|---|
| | per week | per week |
| | \$ | \$ |
| Wage Level A | 638.50 | 663.20 |
| Wage Level B | 616.00 | 639.70 |
| Wage Level C | 560.60 | 581.80 |

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 D1 are:

| | Highest year of schooling completed | | |
|---------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 13.05 |
| Plus 1 year out of school | 10.96 | 13.05 | 15.19 |

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

(b) Wage Level B

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 B by Appendix D1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 12.70 |
| Plus 1 year out of school | 10.96 | 12.70 | 14.60 |
| Plus 2 years out of school | 12.70 | 14.60 | 17.13 |
| Plus 3 years out of school | 14.60 | 17.13 | 19.54 |
| Plus 4 years out of school | 17.13 | 19.54 | |
| Plus 5 or more years out of school | 19.54 | | |

(c) Wage Level C

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 C by Appendix D1 are:

| | Highest year of schooling completed | | |
|----------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 12.70 |
| Plus 1 year out of school | 10.96 | 12.70 | 14.28 |
| Plus 2 years out of school | 12.70 | 14.28 | 15.95 |
| Plus 3 years out of school | 14.28 | 15.95 | 17.78 |

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| Plus 4 years out of school | 15.95 | 17.78 | |
| Plus 5 or more years out of school | 17.78 | | |

(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 D1 are as follows when the trainee works ordinary hours:

| Year of schooling | |
|-------------------|----------|
| Year 11 or lower | Year 12 |
| per hour | 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 | Second and subsequent years of traineeship |
|--------------|---------------------------|--|
| | per hour | per hour |
| | \$ | \$ |
| Wage Level A | 21.00 | 21.82 |
| Wage Level B | 20.24 | 21.03 |
| Wage Level C | 18.44 | 19.15 |

(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 Pulse 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 D1 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 Pulse 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 Sector | II |
| Electrotechnology | I II III (in Western Australia only) |
| Financial Services | I II III |
| Floristry | III |
| Food Processing Industry | III |

| Training package | AQF certificate level |
|---|------------------------------|
| 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 |
| D1.2 Wage Level B | |
| Training package | AQF certificate level |
| Animal Care and Management | I II |

| Training package | AQF certificate level |
|--|------------------------------|
| | III |
| Asset Maintenance | I II III |
| Australian Meat Industry | I II III |
| Automotive Industry Manufacturing | II III |
| Automotive Industry Retail, Service and Repair | I II III |
| Beauty | II |
| Caravan Industry | II III |
| Civil Construction | I |
| Community Recreation Industry | III |
| Entertainment | I II III |
| Extractive Industries | II III |
| Fitness Industry | III |
| Floristry | II |
| Food Processing Industry | I II |
| Forest and Forest Products Industry | I II III |
| Furnishing | I II III |
| Gas Industry | I II |
| Health | II III |
| Local Government (Operational Works) | I II |
| Manufactured Mineral Products | I II |
| Metal and Engineering (Production) | II III |
| Outdoor Recreation Industry | I II |

| Training package | AQF certificate level |
|---|------------------------------|
| | III |
| Plastics, Rubber and Cablemaking | II |
| Printing and Graphic Arts | II III |
| Property Services | I II III |
| Public Safety | I II |
| Pulp and Paper Manufacturing Industries | I II |
| Retail Services | I II |
| Screen and Media | I II III |
| Sport Industry | II III |
| Sugar Milling | I II III |
| Textiles, Clothing and Footwear | I II |
| Transport and Logistics | I II |
| Visual Arts, Craft and Design | I II III |
| Water Industry | I II |

D1.3 Wage Level C

| Training package | AQF certificate level |
|---|-------------------------------------|
| Agri - Food | I |
| Amenity Horticulture | I II III |
| Conservation and Land Management | I II III |
| Funeral Services | I II III |
| Music | I II III |
| Racing Industry | I II III |
| Rural Production | I II III |
| Seafood Industry | I II III |

ATTACHMENT E - School Based Apprentices

- E.1** This schedule applies to school - based apprentices. A school - based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school - based apprenticeship may be undertaken in the trades covered by this agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full - time junior and adult apprentices provided for in this agreement, calculated hourly, will apply to school - based apprentices for total hours worked including time deemed to be spent in off - the - job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full - time school student, the time spent in off - the - job training for which the apprentice must be paid is 25% of the actual hours worked each week on - the - job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school - based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off - the - job training as an equivalent full - time apprentice.
- E.6** For the purposes of this schedule, off - the - job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School - based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- E.9** The apprentice wage scales are based on a standard full - time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school - based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school - based to full - time, all time spent as a full - time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school - based apprentice.
- E.11** School - based apprentices are entitled pro rata to all of the other conditions in this agreement.

ATTACHMENT F — Supported Wage System

F.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

F.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website:
www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

F.3 Eligibility criteria

F.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

F.3.2 This schedule does not apply to any existing employee who has a claim against Pulse which is subject to the provisions of workers compensation legislation or any

provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

F.4 Supported wage rates

F.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| Assessed capacity (clause C.5) % | Relevant minimum wage % |
|--|-----------------------------------|
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

F.4.2 Provided that the minimum amount payable must be not less than the amount as determined by FWC from time to time.

F.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

F.5 Assessment of capacity

F.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Pulse and employee and, if the employee so desires, a union which the employee is eligible to join.

F.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by Pulse as a time and wages record in accordance with the Act.

F.6 Lodgement of SWS wage assessment agreement

F.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by Pulse with Fair Work Commission.

F.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within 10 working days.

F.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

F.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this agreement on a pro rata basis.

F.9 Workplace adjustment

If Pulse wishes to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

F.10 Trial period

F.10.1 In order for an adequate assessment of the employee's capacity to be made, Pulse may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

F.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

F.10.3 The minimum amount payable to the employee during the trial period must be no less than the amount as determined by FWC from time to time.

F.10.4 Work trials should include induction or training as appropriate to the job being trialled.

F.10.5 Where Pulse and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause F.5.