



DECISION

Fair Work Act 2009

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

UOW Pulse Ltd

(AG2016/7240)

PULSE HOSPITALITY OPERATIONS AGREEMENT 2016

Hospitality industry

DEPUTY PRESIDENT SAMS

SYDNEY, 16 DECEMBER 2016

Application for approval of the Pulse Hospitality Operations Agreement 2016.

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the ‘Act’), filed by UOW Pulse Ltd (the ‘applicant’) which seeks the approval of the Fair Work Commission (the ‘Commission’) of a single enterprise agreement to be known as the *Pulse Hospitality Operations Agreement 2016* (the ‘Agreement’). The Agreement was negotiated with United Voice, Liquor and Hospitality Division (the ‘Union’) and is to cover 136 employees who are engaged in the applicant’s hospitality operations. For the purposes of s 186(3) of the Act, I am satisfied that the group of employees to be covered by this Agreement has been fairly chosen.

[2] The employees were last notified of their representational rights on 14 June 2016, and voting for the Agreement’s approval took place on 10 November 2016. The time limits under s 181(2) of the Act are thereby satisfied. In a secret ballot, 37 of the 43 employees who cast a valid vote agreed to approve the Agreement. The application for approval of the Agreement was lodged on 23 November 2016, thereby satisfying s 185(3) of the Act.

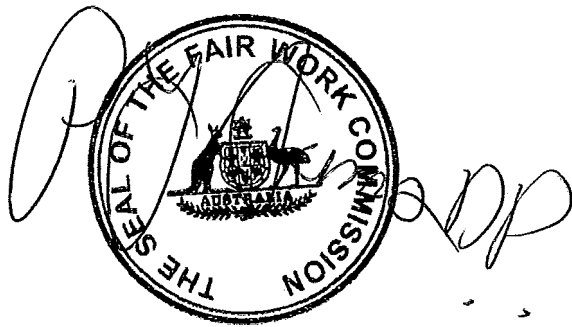
[3] In the Employer’s Declaration in support of the application (Form F17), Mr M Gillmore, General Manager, identified the *Hospitality Industry (General) Award 2010* [MA000009] (‘*Hospitality Award*’) as the relevant reference instrument for the purposes of the Better Off Overall Test (the ‘BOOT’).

[4] Mr *Gillmore* said that the Agreement provides for a number of conditions that are in excess of, or are more beneficial than the terms of the relevant reference instrument including higher casual loading, increased wage rates and more beneficial minimum engagements for casual employees. Mr *Gillmore* also submitted the Agreement contains some provisions which are less beneficial than the reference instrument, including no evening shift penalty as well as the relevant rate employees receive for overtime in certain circumstances. Rates of pay are to be increased by 3% on approval of the Agreement, backdated to March 2016, with further increases of 3% in March 2017 and March 2018. I am satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 7 and 9 respectively, and a disputes resolution procedure at clause 8 provides for conciliation and consent arbitration by the Commission.

[5] At the hearing on 9 December 2016, Mr *W Clarke* appeared for the applicant and Mr *C Acev* for the Union. Mr *Clarke* outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. The Union had filed a Declaration in relation to the application (Form 18) opposing the approval of the Agreement while also giving notice that it wishes to be covered by the Agreement (s 183). Mr *Acev* submitted that the relevant reference instrument ought to be the *Higher Education (General Staff) Award 2010* [MA000007] (*Higher Education Award*). The Commission raised with Mr *Acev* that Schedule B – Classification Definitions in the *Higher Education Award* refers to a variety of positions such as cleaners, labourers and tradespersons but contains no reference to positions such as bartenders or hospitality workers (which are the positions covered by the Agreement). In any event, Mr *Acev* agreed that notwithstanding whether the *Higher Education Award* or the *Hospitality Award* is the relevant reference instrument, the Agreement still passes the BOOT. In as far as it is necessary for the purposes of this application, I am satisfied that the relevant reference instrument is the *Hospitality Award*. For the purposes of s 201(2) of the Act, I note that the Union is to be covered by the Agreement.

[6] Having heard the parties' submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as

the *Pulse Hospitality Operations Agreement 2016*. Pursuant to s 54 of the Act, the Agreement shall operate from 16 December 2016 and have a nominal expiry date of 10 March 2019.



DEPUTY PRESIDENT

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**Pulse Hospitality
Operations Agreement 2016**

ARRANGEMENT

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	4
6.	Classifications and Structure	5
7.	Flexibility Arrangements	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.	Full Time Team members	8
12.	Part Time Team members	8
13.	Casual Team members	8
14.	Fixed Term Team members	8
15.	Termination of Employment	9
16.	Abandonment of Employment	10
17.	Redundancy	10
Part 4	Rates of Pay and Related Matters	
18.	Payment of Wages	12
19.	Minimum Weekly Wages	12
20.	Higher Duties	13
21.	Juniors	13
22.	Apprentices and Traineeships	13
23.	Laundry Allowance	14
24.	First Aid	14
25.	Meal Subsidy	14
26.	Supported Wage	15
27.	Superannuation	15
Part 5	Hours of Work and Related Matters	
28.	Rostering/Hours of Work	15
29.	Permanent Team members	15
30.	Casual Team members	16
31.	Make-up Time	16
32.	Meal Break and Rest Pause	17
33.	Penalty Rates and Casual Loadings	17
34.	Overtime	17

Part 6	Leave and Public Holidays	
35.	Annual Leave	18
36.	Annual Leave Loading	19
37.	Additional Paid Leave	19
37.	Long Service Leave	19
38.	Parental Leave	20
39.	Personal/Carers Leave	23
40.	Compassionate Leave	23
41.	Blood Donor Leave	24
42.	Community Services Leave	24
43.	Natural Disaster Leave	25
44.	Defence Force Leave	25
45.	Study Leave	25
46.	Public Holidays	25
47.	Jury Service	26
Part 7	Miscellaneous	
48.	Uniforms	26
49.	Work Clothes and Safety Equipment	26
50.	Exhibition of Agreement in Workplace	27
51.	Miscellaneous	27
52.	Meetings	27
53.	United Voice Matters	27
Attachment A	Classifications	28
Attachment B	Weekly Wages Table	29
Attachment C	Allowances	30
Attachment D	Traineeships	31
Attachment E	School Based Apprenticeships	38
Attachment F	Supported Wage System	39

Part 1 – Coverage and Operation

1. TITLE

This agreement shall be known as Pulse Hospitality Operations 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. Liquor & Hospitality Division, United Voice
- 4.2 This Agreement applies to all Hospitality Team Members who principally perform work in one of the job classifications described in Attachment A – Classification Structure of this Agreement.

5. DEFINITIONS

The Act means the The Fair Work Act 2009 (Cth)

Apprentice means an apprenticeship under which Pulse undertakes to employ the apprentice for the whole term of the apprenticeship.

Team member means a team member/staff member whose conditions of employment are regulated by this agreement.

'Casual' team member means a team member who is engaged as such and paid as such.

'Full-Time' team member means a permanent team member who is engaged to work an average of 38 ordinary hours per week in accordance with this agreement.

'Fixed Term' team member" means a team member who is engaged as a full-time or part time team member for a fixed period.

'Part-time' team member is an employee who is engaged as such and whose average ordinary hours per week are not more than 37.

'Permanent' Team member means a Full Time, Part Time team member not on fixed term contract.

'Immediate family' is a team member's:

- spouse (current and former)
- de facto partner
- same sex partner
- child (inc adoption, foster)
- parent
- grandparent

grandchild
sibling, or a
child, parent, grandparent, grandchild or sibling of the team member's spouse or de
facto partner.
member of an team members household (meaning a family group in the same
domestic dwelling)

'NES' means the National Employment Standards as contained in sections 59 to 131 of
the Fair Work Act 2009 (Cth)

'Pulse' means, UOW Pulse Ltd.

'Redundancy' shall mean where an employee's employment is terminated;

- (a) at Pulse's initiative because Pulse no longer requires the job done by the employee,
to be done by anyone and Pulse is unable to relocate the employee, except where
this is due to the ordinary and customary turnover of labour;
- (b) because of the insolvency or bankruptcy of Pulse

'Trainee' means a team member engaged as a trainee under the Training Wage provisions
of this agreement.

'Union' means the Liquor & Hospitality Division, United Voice.

6. CLASSIFICATION STRUCTURE

Hospitality team members will be classified in one of the job classifications described in
Attachment A - Classification Structure.

Where any team member duties are not mentioned within these classifications, the team
member shall be classified in a level that most closely reflects the work performed by the
team member, the environment and level of autonomy in which the team member normally
performs the work.

The structure is not intended to cover managerial positions whose principal functions are not
described within these classifications.

7. FLEXIBILITY ARRANGEMENTS

- 7.1 Pulse and an individual team member may agree to vary the application of certain
terms of this agreement to meet the genuine individual needs of Pulse and the
individual team member. The terms Pulse and the individual team member may
agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2 Pulse and the individual team member must have genuinely made the agreement
without coercion or duress.
- 7.3 The agreement between Pulse and the individual team member must:
- (a) be confined to a variation in the application of one or more of the terms listed in
sub-clause 7.1; and

- (b) not disadvantage the individual team member in relation to the individual team member's terms and conditions of employment.
- 7.4 For the purposes of sub-clause 7.3(b) the agreement will be taken not to disadvantage the individual team member in relation to the individual team member's terms and conditions of employment if:
- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual team member under this agreement.; and;
 - (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual team member under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 7.5 The Agreement between Pulse and the individual team member must also:
- (a) be in writing, name the parties to the agreement and be signed by Pulse and the individual team member and, if the team member is under 18 years of age, the team member's parent or guardian;
 - (c) state each term of this agreement that Pulse and the individual team member have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between Pulse and the individual team member;
 - (d) detail how the agreement does not disadvantage the individual team member in relation to the individual team member's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.6 Pulse must give the individual team member a copy of the agreement and keep the agreement as a time and wages record.
- 7.7 The agreement may be terminated:
- (a) by Pulse or the individual team member 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
 - (b) at any time, by written agreement between Pulse and the individual team member.
- 7.8 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 team member 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 team members covered by this agreement shall be settled in a timely manner by the following steps;

- (a) A dispute between a team member and Pulse is to be discussed in the first instance between the team member and their supervisor.
- (b) If the dispute is not resolved, the team member may raise the dispute with the relevant Unit Manager. Pulse and/or the team member may appoint a representative which may be a union official to accompany and/or represent them from this step.
- (c) If the dispute is not resolved, the team member may raise the dispute with Pulse's General Manager or nominated officer.

(d) 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 14 working days. The parties may agree to waive this step.

(e) If the dispute is not resolved, either party may refer the dispute to Fair Work Commission for conciliation

(f) If the dispute is unable to be resolved by conciliation, then the parties agree that the Fair Work Commission will arbitrate the dispute and make an order that is binding on both parties.

The decision of the Fair Work Commission will bind the parties.

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 team member has reasonable concern about an eminent risk to their health and safety. Where Pulse believes that an inquiry is required, a team member may be stood down with pay while the inquiry is conducted.

9. CONSULTATION

9.1 Consultation regarding major workplace change

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

(b) "Significant effects" include redundancy, termination of employment, changes to contracted rosters for work, major changes in the composition, operation or size of Pulse's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of team members 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.

(c) The requirement to consult on rostering changes within this clause only applies to regular rosters of work made at the time of employment and not irregular, sporadic or unpredictable work hours where the team member may have been reasonably expected to be rostered in accordance with this agreement.

9.2 Pulse Duty to Discuss Change

(a) Pulse shall discuss with the team members affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclause 9.1, the effects the changes are likely to have on team members and measures to avert or mitigate the adverse effects of such changes on team members, and shall give prompt consideration to matters raised by the team members and/or the Union/representative in relation to the changes.

(b) 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.

(c) For the purpose of such discussions, Pulse shall provide to the team members

concerned and their Union or representative all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on team members and any other matters likely to affect team members, provided that Pulse shall not be required to disclose confidential information the disclosure of which would adversely affect Pulse interests.

Part 3 – Types of Employment and Termination of Employment

10. TERMS OF EMPLOYMENT

- 10.1 Team members covered by this agreement will be employed in one of the following categories:
- (a) full-time team member
 - (b) part-time team member
 - (c) casual team member
 - (d) fixed term team member

Full-time and part-time team members may be engaged as a permanent team member or fixed term team member.

- 10.2 At the time of engagement Pulse will inform each team member, by way of letter the terms of their engagement and, in particular:
- (a) which of the above categories the team member will be employed as,
 - (b) the team member's classification, job description and duties to be performed.,
 - (c) who will supervise the team member,
 - (d) length of any probationary period that may apply not to exceed three months.

11. FULL-TIME TEAM MEMBERS

- 11.1 A full-time team member is a team member that works 38 ordinary hours per week in accordance with Clause 29 – Permanent Team Members.

12. PART-TIME TEAM MEMBERS

- 12.1 A part-time team member is a team member that:
- (a) works up to 37 hours per week but not less than 10 hours per week
 - (b) is paid an hourly rate equal to 1/38 of the weekly rate of pay prescribed for a full-time team member of the same classification contained in this Agreement.
 - (c) is entitled to all the provisions of this agreement on a pro rata basis.

13. CASUAL TEAM MEMBERS

- 13.1 A casual team member is engaged on an hourly basis subject to the rostering provisions contained within this agreement.

14. FIXED TERM TEAM MEMBERS

- 14.1 A fixed-term team member is an team member that:
- (a) is engaged either full-time or part-time provided that such periods shall:
 - i. not be less than one month provided that the minimum engagement;
 - ii. not be more than 12 months duration.
- 14.2 Prior to commencement of a fixed term contract, the team member 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.

- 14.3 Fixed term employment may be terminated by either party by providing 1 week notice or payment thereof.
- 14.4 A team member who accepts a change to fixed term contract shall not be disadvantaged in respect to their terms and conditions of employment.
- 14.5 Where an team member varies their employment contract to a fixed term contract, such an team member 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 team member than that which existed immediately prior to he fixed term contract.
- 14.6 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 in the ongoing viability of a position is to be dealt in accordance with Clause 8 – Dispute Resolution Procedure.

15. TERMINATION OF EMPLOYMENT

- 15.1 Employment (other than casual employment) shall be in line with the relevant pay cycle and shall be terminated by notice given by either side at any time or by the payment or forfeiture of wages as the case may be.
- 15.2 Notice of termination by Pulse;
 - (a) In order to terminate the employment of a full-time or part-time team member, Pulse shall give to the team member the following notice:

Period of continuous service	Period of notice
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
 - (b) In addition to the above notice, team members 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.
 - (c) Payment in lieu of notice set out above will be paid if the appropriate notice period is not given.
 - (d) The period of notice in this clause shall not affect the right of Pulse to dismiss a team member without notice for alleged misconduct. This may include, but is not limited to, a team member acting dishonestly in employment or a team member refusing to carry out a lawful and reasonable direction.
 - (e) On termination of employment for any reason Pulse will give a full or part-time team member a certificate of service stating how long the team member had worked for Pulse and the type of work the team member performed
- 15.3 Notice of termination by Team member
 - (a) A full-time or part-time team member, when leaving employment, must give Pulse at least one pay cycle notice period or forfeit wages for any part of the notice period not worked.

16. ABANDONMENT OF EMPLOYMENT

- 16.1 The absence of a team member 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 team member as having been terminated.
- 16.2 Pulse will make all reasonable attempts to contact by email, phone and letter allowing a 5 working day response period prior to any action.
- 16.3 Pulse will listen to and respond accordingly to reasons for absence provided.

17. REDUNDANCY

- 17.1 Redundancy
 - (a) This Clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 6 - Classifications.
 - (b) Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply to team members with less than one year's continuous service and the general obligation on Pulse shall be no more than to give such team members 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 team members of suitable alternative employment.
 - (c) Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated because of serious misconduct, or in the case of casual team members, trainees or team members engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.
 - (d) Pulse will at all times seek redeployment of team members prior to redundancy.
- 17.2 Termination of Employment
 - (a) Notice periods for termination of employment shall be in accordance with clause 15 – Termination of Employment contained within this agreement.
- 17.3 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 team member, Pulse shall give to the team member 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.
- 17.4 Time Off During the Notice Period
 - (a) During the period of notice of termination given by Pulse, a team member shall be allowed up to one day of 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 team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the team member shall, at the request of Pulse, be required to produce proof of attendance at an interview or the team member shall not receive payment for the time absent.
- (c) Pulse will assist the team member in resume writing as required.

17.5 Team member leaving during the notice period

- (a) If the employment of a team member is terminated (other than for misconduct) before the notice period expires, the team member shall be entitled to the same benefits and payments under this Clause to which the team member would have been entitled had the team member remained with Pulse until the expiry of such notice. Provided that in such circumstances the team member shall not be entitled to payment in lieu of notice.

17.6 Statement of Employment

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

17.7 Notice to Centrelink

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

17.8 Centrelink Employment Separation Certificate

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

17.9 Transfer to Lower-Paid Duties

- (a) Where a team member is transferred to lower-paid duties for reasons set out in sub clause 9.1, the team member shall be entitled to the same period of notice of transfer as the team member would have been entitled to if the team member'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.

17.10 Severance Pay

- (a) Where a team member is to be terminated under this clause, Pulse shall pay the following severance pay in respect of a continuous period of service.
- (b) Where team members 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 team members 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 team member concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid pursuant to this agreement.

17.11 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 17.10 above. FWA 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 17.10 of this Clause will have on Pulse.

17.12 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 17.10 above if Pulse obtains acceptable alternative employment for an team member.

Part 4 – Rates of Pay and Related Matters

18. PAYMENT OF WAGES

- 18.1 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.
- 18.2 Wages will be transferred not later than 3 working days following the end of any pay period.
- 18.3 All wages will be calculated in 15 minute intervals for time worked of less than an hour.
- 18.4 Consultation will occur with individual team members 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 team member may apply for and Pulse will endeavour to provide financial assistance on a case by case basis to be repaid over subsequent pay periods.

19. MINIMUM WEEKLY WAGES

- 19.1 Full-time team members
- (a) Subject to the terms of this Enterprise Agreement, an adult team member will be paid for work based on the minimum weekly rates in Attachment B – Weekly Wage Rates.
- 19.2 Part-time team members
- (a) Subject to the terms of this Enterprise Agreement, an adult team member will be paid for work based on the minimum weekly rates (divided by 38) in Attachment B - Weekly Wage Rates.

- 19.3 Casual Team members
(a) Subject to the terms of this Enterprise Agreement, a casual adult team member will be paid for work based on the minimum weekly rates (divided by 38) at the casual penalty as set out in Clause 33 – Penalty Rates and Casual Loadings.
- 19.4 Team members on over agreement rates of pay will be increased in line with percentage increases set out in Attachment B - Weekly Wage Rates.
- 19.5 Wage increases will be paid from the first full pay period in March each year.

20. HIGHER DUTIES

- 20.1.1 A team member who is required by Pulse to carry out work on a temporary basis that carries a higher rate of pay than the team member's ordinary classification for periods greater than one shift shall be paid the higher rate while doing that work unless the work is performed under supervision for training purposes.

21. JUNIORS

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

Age	%
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	85
20 years of age	100

- 21.2 No junior team member below 18 years of age will be employed as liquor service worker (being persons employed to sell or dispense liquor in bars and/or bottle departments or shops, as well as cellar workers or other places where liquor is sold).
- 21.3 No team member under the age of 18 will be required to work more than 10 hours in a shift

22. APPRENTICES AND TRAINEESHIPS

- 22.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance Attachment B – Weekly Wages Table.
- 22.2 The minimum weekly wage rate for apprentices shall be calculated by applying the following percentages to the total rate of a Grade 5 team member.

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

Pulse may recognise equivalent training stages that a team member could receive credit for training undertaken prior to the commencement of the team members apprenticeship or have the ability to accelerate the period of the team members apprenticeship and will be reflected by their stage of study and competency.

- 22.3 Traineeships will be engaged in accordance with Attachment D – Traineeships contained within this Enterprise Agreement.

23. LAUNDRY ALLOWANCE

- 23.1 Pulse will launder team member uniforms or safety clothing or pay the team member a laundry allowance the amount of which is set out in Attachment C – Allowances.

24. FIRST AID

- 24.1 A team member nominated by Pulse to perform the duties of First Aid Officer shall be paid a weekly allowance as contained in Attachment C – Allowances for each week or per shift the team member is nominated to perform such tasks provided that:
- a) the team member shall keep the certificate in a state of currency; and
 - b) shall undertake to keep abreast of new first aid methods relevant to such certificate; and
 - c) Pulse shall provide training for team members to obtain and maintain a first aid certificate.

25. MEAL SUBSIDY

- 25.1 Team members who work 5 hours or more per shift and take a meal break shall receive one meal subsidy voucher per day to the value of \$8.00 or provided a meal. The subsidy is to be redeemed in accordance with the following in the interests of Workplace Health and Wellbeing;
- a) Provided items to be consumed on the premises.
 - b) Meal subsidy cannot be redeemed for confectionary, snack products, ice creams, alcohol or non-consumable supermarket items.
 - c) Meal subsidy vouchers can be redeemed at RUSH, UniBar and IGA only.
 - d) Meal subsidy voucher is not redeemable for cash and no change will be given in transactions.

In addition to the above, any team member 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. Team members working in excess of a 9 hour shift shall be entitled to the meal allowance pursuant to Clause 32 - Meal Break/Rest Pause.

26. SUPPORTED WAGE

- 26.1 Team members may be engaged on the Supported Wage System in accordance with Attachment E of this agreement.

27. SUPERANNUATION

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

Unless to comply with superannuation legislation, Pulse is required to make

superannuation contributions provided for in this agreement to another superannuation fund that is chosen by a team member, Pulse will make the superannuation contributions to;

(a) HOST- PLUS

- 27.2 Team members will have the ability to salary sacrifice in relation to superannuation by directing Pulse to pay a portion of their wage into the team members 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 team member.

Part 5 – Hours of Work and Related Matters

28. ROSTERING/HOURS OF WORK

- 28.1 The team member roster establishes the ordinary starting and finishing times and days of work team members will be required to work consistent with Clauses 29 and Clause 30 of this agreement.
- 28.2 Pulse shall display a roster in a place accessible to all team members. The roster shall be posted at least 7 days before its commencement, and:
- (a) Subject to other clauses of this agreement, team members must work at such times and on such days as Pulse needs them. Pulse cannot change the roster of a permanent team member without giving the team member 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 of this agreement.
 - (b) Pulse will take into consideration a team members family responsibilities, safe transport home, study commitments or religious observances when rostering and any other matters raised by the team member.
- 28.3 Where a team member is detained at work after the normal finishing time and it is then too late to travel by the team member usual transport to go home, Pulse shall either arrange transport or repay the team member's taxi fare.

29. PERMANENT TEAM MEMBERS

- 29.1 Permanent team members will be rostered to work ordinary hours subject to the following provisions:

Full-Time Team Members

- (a) Not more than 76 ordinary hours where a 2 week cycle is worked;
- (b) Not more than 152 ordinary hours where a 4 week cycle is worked;
- (c) Not more than 48 ordinary hours in any week;
- (d) Not more than 11.5 ordinary hours on any day or shift, inclusive of meal breaks. By agreement, a team member may work up to 12 ordinary hours excluding the time taken for a paid meal break, without the payment of a penalty.
- (e) Not less than 6 ordinary hours on any day.

Part-Time Team Members

A part-time team member regular pattern of work must meet the following conditions:

- (a) A minimum of 3 hours and a maximum of 11.5 hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.

- (b) A team member cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours immediately following.
- (c) No more than 8 days of more than 10 hours may be worked in a four week period.
- (d) Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

Full-Time and Part-Time Team Members

Team members will be given 8 clear hours off between finishing work on one shift (including overtime) and commencing work on the next shift, or paid double the team members ordinary rate of pay for all time worked until the team member has had ten clear hours off. A team member may agree to a lesser amount to take advantage of the available work.

30. CASUAL TEAM MEMBERS

- 30.1 Casual team members hours of work will be determined according to Pulse's business needs and the following provisions:
 - (a) Not more than 76 hours per fortnight.
 - (b) Not more than 11.5 hours in any one engagement, not including meal breaks. By agreement, a casual team member, may work up to 12 ordinary hours including the time taken for a paid meal break, without the payment of a penalty.
 - (c) Not less than 3 hours per engagement.
- 30.2 Casual team members who have worked on a regular and systematic basis for a period of 6 months may apply for permanent 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 team members temporarily absent from the workplace. A position may be offered as a permanent team member.

Pulse will consider the team member application of permanency and provide a response within 10 working days on its decision.

31. MAKE-UP TIME

- 31.1 A team member may elect, with the consent of Pulse, to work "make-up time", under which the team member takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided by roster, at the ordinary rate of pay.
- 31.2 A team member on a regular night shift may elect, with the consent of Pulse, to work "make-up time" (under which the team member 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.

32. MEAL BREAK/REST PAUSE

- 32.1 Team members will be entitled to the following breaks according to hours worked.

Hours worked	Rest Pause	Meal Break
3 hours up to 5 hours	1 x 15 mins	Nil
5 hours up to 7 hours	1 x 15 mins	30 to 60 mins (unpaid)
7 hours up to 9 hours	2 x 15 mins	30 to 60 mins unpaid
9 hours or more	2 x 15 mins	30 to 60 mins unpaid + 30 min paid break + meal allowance of given meal

32.2 No rest pause shall be given or taken within 1 hour of the team member commencing or finishing time. The timing of the rest pause shall accommodate the needs of the business.

33. PENALTY RATES AND CASUAL LOADINGS

33.1 Work performed during the following hours, except for work paid as overtime hours, will be paid as follows:

Working Hours	Permanent Team Member percentage of ordinary pay rate	Casual Team Member percentage of ordinary pay rate (inclusive of casual loading)
Monday to Friday - 6am to midnight	100%	130%
Monday to Friday - midnight to 6am	130%	160%
Saturday	150%	150%
Sunday	200%	200%
Public Holiday	250%	275%

33.2 Penalties within this agreement are non-cumulative, meaning where time worked is to be paid at more than the ordinary rate such time will not be subject to more than one penalty. The penalty to be used is the highest one to provide the team member with the greatest advantage.

34. OVERTIME

34.1 Reasonable overtime

A team member may be required to work reasonable overtime at overtime rates or as otherwise provided for in this agreement.

(a) A team member may refuse to work overtime in circumstances where the working of such overtime would result in the team member working hours which are unreasonable.

(b) For the purposes of determining what is unreasonable or otherwise the following considerations will apply;

- i. any risk to team member health and safety
- ii. the team member'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 team member of his or her intention to refuse it; and
- v. Any other relevant matter.

34.2 Overtime shall be paid in the following circumstances:

- (a) For time worked outside the ordinary working hours set out in Part 5 – Hours of Work

Pulse will pay the following overtime rates

- i. time and one half of the ordinary rate of pay for the first 2 hours worked and double time thereafter,
- ii. for overtime hours on a Sunday, two times the ordinary rate of pay for all time worked,

34.3 When calculating overtime each shift stands alone.

34.4 Time off in lieu of payment for overtime

The team member may, with the consent of Pulse take time off within an agreed 2 month period of becoming entitled to these payments instead of being paid with the time off being calculated in accordance with the relevant overtime rate.

Part 6 – Leave and Public Holidays

35. ANNUAL LEAVE

35.1 A team member 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 a team member and can either be taken in a continuous period or in separate periods.

- (a) In the interests of general wellbeing, a team member will avail themselves of a minimum 3 weeks annual leave pro rata within each twelve month period of employment.
- (b) A permanent team member whose accrued annual leave entitlement equals or exceeds 7 weeks ordinary hours may be directed in writing to take up to 4 weeks of their accrued leave entitlement.
- (c) The time of taking the leave will be determined by the employer, if an agreement with the team member 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.

35.2 Written direction to take annual leave;

- (a) Must be given at least 8 weeks prior to the date on which the team member 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.
- (c) Where a team member is directed to take annual leave, the employer will be entitled to deduct the amount of annual leave directed to be taken.

35.3 A team member 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.

(a) Access to annual leave, as prescribed in paragraph 35.3 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

35.4 Full time and part time team members 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;

(a) An application must be submitted at least 6 weeks prior to the leave to be taken.

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

(c) Minimum booking 1 week at a time.

36. ANNUAL LEAVE LOADING

36.1 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 team member at the ordinary rate of pay as at 31 December of the leave loading year.

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

36.3 Upon resignation or termination by Pulse, for any reason other than misconduct, a team member who has not been paid an annual leave loading will be paid the loading owed to them pro-rata.

37. ADDITIONAL PAID LEAVE

37.1 At the time of making this agreement the majority of Pulse business units will face a forced closure between Christmas Day and New Year Day.

All permanent team members will be paid ordinary hours for the 3 work days which are not public holidays between Boxing Day and New Year Day. To be clear, only normal work rostered days will be paid. If a part time team member does not normally work that day of the week then no payment will be entitled or made.

37.2 In the event a team member is required to work during this time they will be afforded the same benefit outlined in Clause 37.1 which is to be taken during January immediately after so as to not be disadvantaged. These days are not cumulative.

38. LONG SERVICE LEAVE

38.1 A team member 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. Leave is to be taken as it falls due.

38.2 Leave at half pay - Team members may request to take their Long Service Leave entitlement at half pay subject to the following;

(a) An application must be submitted at least 12 weeks prior to the leave to be taken.

(b) A full year leave plan must be submitted by the team member exhausting the entitlement within the 12 month plan. This clause is not designed to allow team members to accumulate excessive leave.

- (c) Minimum booking 2 weeks at a time.
- (d) Team members may defer Long Service Leave as it falls due with the agreement of Pulse. A full leave plan must be prepared by the team member availing them to the full entitlement within an agreed period and at the rate of pay when the leave became entitled.
- (e) No team member will be disadvantaged by taking leave.

39. PARENTAL LEAVE

- 39.1 Team members 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 Pulse prior to the commencement of any Parental Leave. Team members 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.
- (a) casual team members shall not be entitled to paid Parental Leave.
 - (b) parental leave is a broader leave description that encompasses:
 - i. Maternity Leave
 - ii. Partner Leave
 - iii. Adoption Leave
 - iv. Foster Parent Leave
 - (d) part-time team members entitled to Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.
 - (e) team members 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.
 - (f) Pulse shall confirm Parental Leave arrangements in writing prior to the commencement of leave.
 - (g) team members 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 team member is the only parent employed the statutory declaration should state this fact.
 - (h) where paid Parental Leave is applicable then payment shall be made in accordance within Pulse normal pay periods. No lump sum payments will be made.
 - (i) in lieu of unpaid Parental Leave a team member 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.
 - (j) 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.

- (k) unpaid Parental Leave shall not count as service for the purpose of Long Service Leave, but will not affect continuity of service.
- (l) 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.
- (m) a team member shall not be able to access any other type of leave except as provided for in clause 39.1(i), whilst on approved Parental Leave as provided for in this clause
- (n) Except for the provisions of adoption/fostering, the parents may not normally be on Parental Leave at the same time, in respect of the same child(ren).

39.2 Maternity Leave

- (a) A female team member who has completed 40 weeks continuous paid service in accordance with sub-clause 39.1 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:
 - i. Paid Maternity Leave in accordance with sub-clause 39.2
 - ii. Annual leave or long service leave in accordance with this agreement;
 - iii. Unpaid Leave up to the balance of the 104 weeks.
- (b) A permanent team member who has completed 40 weeks continuous paid service shall be entitled to 12 weeks paid Maternity Leave at their ordinary pay. This paid Maternity Leave may be taken as 24 weeks at half pay.
- (c) A team member who takes Maternity Leave shall not be eligible for Partner Leave in respect of the same child(ren).
- (d) A team member shall normally commence Maternity Leave between 4 weeks and 8 weeks prior to the anticipated date of the birth of their child. Where a team member 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 a team member 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 team member submits a written request along with a valid medical certificate, Maternity Leave will be allowed to commence earlier, in accordance with the medical certificate.
- (e) Where a team member 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.
- (f) At the completion of Maternity Leave the team member must return to work in accordance with the provisions of sub-clauses 39.2 or 39.5 below.
- (g) 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 team member 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 team member provides a medical certificate stating that they are fit to return to work.

- (h) Resumption of duty at the completion of parental leave - a team member 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 team members former position subject to the provisions relating to management of change elsewhere in this Agreement.
- (i) A team member 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:
 - i. they have submitted their resignation and given appropriate notice, or
 - ii. they have written confirmation from the Pulse of other agreed arrangements, or
 - iii. the provisions of sub-clause 39.2(g) apply,

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

39.3 Partner Leave

- (a) Following the birth or adoption of their child a team member, 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.

39.4 Adoption Leave

- (a) A team member who has completed 40 weeks continuous paid service in accordance with sub-clause 39.1 and is a primary carer in a legal adoptive situation, provided that:
 - i. the child(ren) has been living with the team member or their partner for a period of less than three (3) months; or
 - ii. is not a child or step-child of the team member or the partner of the team member the team member shall be entitled to Adoption Leave.
- (b) Subject to sub-clause 39.4, any team member entitled to Adoption Leave shall be entitled to the same entitlements available for Maternity Leave.
- (c) In accordance with sub-clause 39.4(b), 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.

39.5 Foster Parent Leave

- (a) A team member 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.
- (b) Satisfactory evidence will need to be provided to confirm the foster arrangement and the intended period of placement.

39.6 Pre-natal Leave

- (a) A team member who is entitled to maternity leave in accordance with clause 39.2 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.

40. PERSONAL/CARER'S LEAVE

40.1 Team member entitlement to personal/carers leave under this agreement will be:

- (a) full time team members are granted 12 days paid leave each year
- (b) part time team members are granted pro rata of 12 days per year paid leave to that of a full time team member
- (c) casual team members may be absent from work for up to 48 hours (i.e. two days) per occasion. All casual team member personal/carers leave is unpaid.

40.2 Team members are able to take personal/carers leave under the following circumstances:

- (a) because the team member is ill or has been injured.
- (b) to care for a member of their immediate family as defined in Clause 6 of this agreement who needs the team member care and support because of illness, injury or unexpected emergency effecting the person.
- (c) personal/carers leave may be taken for part of a single day.

40.3 Team members shall, as soon as reasonably possible so as to allow Pulse to make alternative staffing arrangements and within 24 hours of commencement of any absence, inform their manager by telephone of their inability to attend work, the reason why and expected duration of the absence.

40.4 Team members shall provide Pulse any such evidence as Pulse reasonably may desire that they were unable by reason to attend for duty the period of absence claimed.

40.5 A team member must not take carer's leave under this subclause where another person has taken leave to care for the same person.

40.6 Unpaid leave for family purpose

- (a) A team member may elect, with the consent of Pulse, to take unpaid leave greater than 2 days per year for the purpose of providing care and support to a class of person set out clause 5 of this agreement above who is ill. All personal leave must be first exhausted.

41. COMPASSIONATE LEAVE

41.1 A team member shall be entitled to up to two days compassionate leave on each occasion for the purposes of spending time with a person who;

- (a) is a member of the team member's immediate family or a member of the team member's household; and
- (b) has a personal illness, or injury, that poses a serious threat to his or her life; or
- (c) after the death of a member of the team members immediate family or a member of the team member's household as prescribed in Clause 5 - Definitions.

41.2 Such leave is paid leave for permanent team members and unpaid leave for casual

team members.

- 41.3 The team member 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.
- 41.5 Compassionate leave may be taken in conjunction with other leave available under this agreement. In determining such a request Pulse will give consideration to the circumstances of the team member and the reasonable operational requirements of the business.

42. BLOOD DONOR LEAVE

- 42.1 If a team member wishes to donate blood, the team member may do so during working hours without the loss of pay provided that;
- (a) The time and day selected meet with Pulse convenience and does not unduly disrupt Pulse operations.
 - (b) The team member is able to donate blood at a place within 5 walking minutes of the workplace.
 - (c) The team member must provide Pulse proof that they have donated blood, and
 - (d) This entitlement is limited to a maximum of 2 hours on no more than 3 occasions in any one year of employment.

43. COMMUNITY SERVICES LEAVE

- 43.1 Team members, including casual team members, may take community service leave for certain voluntary emergency management activities.
- 43.2 A team member engages in a voluntary emergency management activity if:
- (a) the activity involves dealing with an emergency or natural disaster
 - (b) the team member engages in the activity on a voluntary basis
 - (c) the team member was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted
 - (d) the team member is a member of, or has a member-like association with a recognised emergency management body, such as:
 - i. the State Emergency Service (SES)
 - ii. Country Fire Authority (CFA)
 - iii. the RSPCA (in respect of animal rescue during emergencies or natural disasters).
- 43.3 A permanent team member (part time pro rata) shall be entitled to:
- (a) up to 3 days paid leave for attendance at emergencies in the local area.
 - (b) up to 2 days paid leave for attendance at emergencies outside the local area. This amount may be increased depending on the nature of the emergency (eg: major bush fire) subject to Pulse approval.
 - (c) it shall be the responsibility of the team member to keep Pulse informed about the time off needed to attend to emergency duties.
 - (d) leave is non-cumulative.
 - (e) leave in excess of the above will be unpaid and unlimited to the extent of attending the situation considering reasonable rest and travel time.
- 43.4 Proof of attendance
To receive payment, a team member shall provide Pulse proof of attendance at the emergency situation.

- 43.5 A casual team member entitlement under this clause is unpaid leave.

44. NATURAL DISASTER LEAVE

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

45. DEFENCE FORCE LEAVE

- 45.1 A full time or part time team member shall be allowed leave of up to 2 weeks maximum per calendar year to attend Defence Forces Reserve approved training camps.
- 45.2 During such leave full time or part time team members 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.
- 45.3 To receive payment a team member shall provide Pulse proof of attendance, proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.
- 45.4 Team members 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.
- 45.5 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.

46. STUDY LEAVE

- 46.1 Full time and part time team members working 25 hours or more per week will be entitled, upon application and subject to approval, up to 4 days paid leave (pro-rata for part time team members) each full year of study (pro rata during shorter study) 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.
- 46.2 A team member who attends a course/seminar at Pulse direction shall have the cost associated with the attendance such as travel, meal and accommodation paid for by Pulse.

47. PUBLIC HOLIDAYS

- 47.1 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. 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.

- 47.2 Work on these days is to be voluntary.
- 47.3 Work performed by permanent team members on a public holiday shall be paid as per the overtime clause 33.1 of this agreement.
- 47.3 A team member other than a casual team member 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 team member will not suffer a loss of pay as a result.
- 47.4 If a team member, other than a casual team member, is not normally rostered to work regularly on the same days each week and the team member is not rostered to work on a public holiday, Pulse will either pay the team member an additional day wages, or add a day to the team members annual holiday's leave, or give the team member another day off on ordinary pay within 28 days after or within one week before that public holiday.
- 47.5 Pulse may not change a team member's normal rosters to avoid paying the team member for a public holiday.
- 47.6 If a team member, other than a casual team member, 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.

48. JURY SERVICE

- 48.1 A full-time or part-time team member shall be paid for up to 10 days pro rata of absence during any period when required to attend for jury service.
- 48.2 A team member 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

49. UNIFORMS

- 49.1 Where Pulse requires a team member to wear a designated uniform;
- (a) The uniform will be supplied by Pulse as defined by the Pulse uniform policy
- (b) The uniform will remain the property of Pulse and will be replaced upon fair wear and tear.

50. WORK CLOTHES AND SAFETY EQUIPMENT

- 50.1 Pulse will provide each team member with all necessary safety equipment and clothing. The team member must use/wear these items at all times when necessary and take good care of them.
- 50.2 Pulse will replace all broken or lost items but Pulse can ask the team member to pay Pulse back if they are lost or broken because of carelessness of the team member. The onus of proving this will be on Pulse.
- 50.3 Pulse will provide safety boots, upon request, for team members working in back

dock areas, using forklifts or where team members are required to move pallets and/or handle stock in high risk areas.

- 50.4 Pulse will provide wet weather gear for each team member as required for those team members required to work in outdoor areas from time to time.

51. EXHIBITION OF AGREEMENT IN WORKPLACE

- 51.1 Pulse will make this agreement accessible to team members through the Pulse intranet or hard copy upon request.

52. MISCELLANEOUS

- 52.1 Except by agreement, no team member shall lose income as a result of the coming into force of this agreement.
- 52.2 Except by agreement, no existing part time team member at the time of making this agreement will have the minimum weekly hours reduced.
- 52.3 Team members shall not be asked to pay any cash shortages unless the team member deliberately failed to charge the customer the full amount or deliberately failed to collect the amount payable.


53. MEETINGS

- 53.1 A team member may be required to attend team member meetings outside normal rostered hours paid at normal time rate with a frequency of no more than one meeting per quarter.
- 53.2 Team members with family responsibilities will make every effort to attend meetings.
- 53.3 Where due to pressing family circumstances a team member 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.

54. UNITED VOICE MATTERS


- 54.1 Pulse will provide space on notice boards for Union business.
- 54.2 Pulse will provide United Voice with one unpaid meeting of 1 hour each calendar year to discuss workplace issues. A request must be forwarded to Pulse Chief Executive Officer and be approved in writing beforehand.
- 54.3 At least a seven day notice period will be required and meetings are to be held at times that are convenient to Pulse.

55. SIGNATORIES



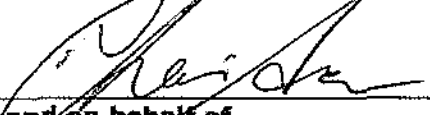
Michael Gilmore
General Manager
UOW Pulse Ltd
 Northfields Avenue
 WOLLONGONG NSW 2500

22nd November 2016
 Date



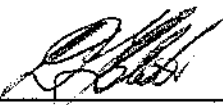
WITNESS
Name: SHANMAN HUMAN
Position: HUMAN RESOURCES ADVISOR
Address: NORTHFIELDS AVE
 WOLLONGONG NSW 2500

22nd November 2016
 Date



For and on behalf of
United Voice NSW (Liquor and Hospitality Division)
Name: CHRIS ACEV
Position: INDUSTRIAL RESEARCH DIRECTOR
Address: 67 JACARANDA AVE, FIG TREE 2525

2/12/16
 Date



WITNESS
Name: DANA HOBDEN
Position: ASSISTANT SECRETARY
Address: PO JAMES RANALAKI JL
 GLENADELPHI NSW 2773

2/12/16
 Date

ATTACHMENT A – CLASSIFICATION STRUCTURE

Hospitality Team Member - Level 1 means an employee engaged in the following	
Kitchen Hand Food Preparation Table busing	Glass collection and cleaning. General cleaning to include kitchen dishes, equipment, cooking utensils Hosing scrubbing and mopping floors. Basic food assembly under direction. Refuse disposal. Cleaning and cleaning tables.
Hospitality Team Member - Level 2 means an employee engaged in the following	
Food & Beverage Attendant Bar Attendant Customer service Barista Cook Grade 2 Waiters	Responsible Service of Alcohol certification, execution and compliance. Attending bar, facilitating drinks service including alcohol and receiving payments. General waiting duties including food and/or beverage service. Customer service and enquiries. Basic cellar duties, including draft beers and packaged product Opening and closing procedures. Sandwich and basic food preparation. Compliant reheating of prepared meals. Safe food storage, labelling & compliant food handling procedures.
Hospitality Team Member - Level 3 means an employee engaged in the following	
Specialised Waiter Cook Grade 3 Team Leader Clerical	Opening, closing and alarm activation of venues. Working individually without supervision and direction Giving direction to other staff Preparing and cooking food items as per standard recipes Processing accounts, creating invoices, associated tasks General admin duties in support of Hospitality ops Specialised wine, product knowledge, cooking or service skills
Hospitality Team Member - Level 4 means an employee engaged in the following	
Supervisor Senior Clerical	Supervisory duties of small team (3) with capability to take shift/operational responsibility when needed Trade Qualified Cook performing specialised cooking duties Training and supervision of staff on lower levels Responsibility for cash control and reconciliation. Spreadsheet and complex table formulas.
Hospitality Team Member - Level 5 means an employee engaged in the following	
Sous Chef Business Unit 2IC	Analysing and controlling cost of goods and ordering Responsibility for departmental compliance to UniCentre policies and procedures Supervisory responsibilities for a business unit with capability to adopt overall unit responsibility in the absence of the Manager. Departmental liaison for quality framework standards
Hospitality Team Member - Level 6 means an employee engaged in the following	
Senior Chef Procurement Coordinator	Supervise a team of 12 or more, across multiple units. Financial and operational responsibility of a function. Demonstrates a high level of initiative and autonomy in role Research, compilation, analysis and presentation of supplier and/or product information. Responsibility for the maintenance and update of POS and inventory control system Individual responsibility for budgetary controls including Cost of Goods; departmental labour costs; overheads.

ATTACHMENT B – WEEKLY WAGE RATES

Classification	2013 Rates	2014 rates	2015 rates	3.0% Mar 16	3.0% Mar 17	3.0% Mar 18
Hospitality Team Member Level 1	\$ 649.84	\$ 688.62	\$ 709.28	\$ 730.56	\$ 752.48	\$ 775.05
Hospitality Team Member Level 2	\$ 667.20	\$ 699.43	\$ 720.40	\$ 742.01	\$ 764.27	\$ 787.20
Hospitality Team Member Level 3	\$ 704.87	\$ 734.03	\$ 756.00	\$ 778.68	\$ 802.04	\$ 826.10
Hospitality Team Member Level 4	\$ 716.73	\$ 749.28	\$ 771.80	\$ 794.95	\$ 818.80	\$ 843.37
Hospitality Team Member Level 5	\$ 752.29	\$ 775.22	\$ 798.50	\$ 822.46	\$ 847.13	\$ 872.54
Hospitality Team Member Level 6	\$ 794.62	\$ 816.22	\$ 840.70	\$ 865.92	\$ 891.90	\$ 918.66

ATTACHMENT C - ALLOWANCES

Item No.	Brief Description	\$	\$	\$	
		Amount	FFPP Mar-16	FFPP Mar-17	FFPP Mar-18
1	Meal Allowance	13.46	13.85	14.28	14.71
2	Laundry Allowance:				
	(Shirt 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
	(Shirt and Trousers) and/or team members employed pre 2008 - special clothing requiring ironing	3.58 p/day to a max of 3 p/week	3.68 p/day to a max of 3 p/week	3.79 p/day to a max of 3 p/week	3.90 p/day to a max of 3 p/week
	(Shirt and Trousers) - 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
3	First-Aid Allowance	2.21 p/day to a max of 5 p/week	2.27 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

Note: FFPP = first full pay period

ATTACHMENT 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 team member 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 a team member 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 team member covered by this award 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 award as at 25 June 1997.

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

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

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

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

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	295.10	325.00	387.20

Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

(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 per week \$	Second and subsequent years of traineeship per week \$
Wage Level	623.50	647.70

D.5.2 Minimum wages for part - time traineeships

(a) Wage Level

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	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

(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
\$	\$
9.71	10.70

(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	20.51	21.31

(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) A team member who was employed by Pulse immediately prior to becoming a trainee with Pulse 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 team member 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 award 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 award 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

Training package	AQF certificate level
Animal Care and Management	I II 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

Training package	AQF certificate level
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II 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

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 award 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 award, 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 award.

ATTACHMENT F - Supported Wage System

C.1 This schedule defines the conditions which will apply to team members who because of the effects of a disability are eligible for a supported wage under the terms of this award.

C.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 award for the class of work for which an team member is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award 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 team member's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Team members 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 team member is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing team member who has a claim against Pulse which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of team members who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Team members 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

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

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

C.5 Assessment of capacity

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

C.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.

C.6 Lodgement of SWS wage assessment agreement

C.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 team member, must be lodged by Pulse with Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the team member and Pulse parties to the assessment. Where a union which has an interest in the award 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.

C.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.

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

Where Pulse wishes to employ a person under the provisions of this schedule it must take reasonable steps to make changes in the workplace to enhance the team member'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.

C.10 Trial period

C.10.1 In order for an adequate assessment of the team member'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.

C.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.

C.10.3 The minimum amount payable to the team member during the trial period must be no less than that prescribed in C.4.2 of this schedule.

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

C.10.5 Where Pulse and a team member 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 C.5.

Form F18—Statutory declaration of employee organisation in relation to an application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of
an enterprise agreement in accordance with Part 2-4 of the Fair Work Act 2009.

I,

Name	Chris Acev		
Postal address	19 Argyle Street		
Suburb	Parramatta		
State or territory	NSW	Postcode	2150
Occupation	Industrial Research Director,		

make the following declaration under the *Statutory Declarations Act 1959*

1. I am an officer of the [name of union]

United Voice, Liquor & Hospitality Division.

2. This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows

Name of agreement	Pulse Hospitality Operations Agreement 2016
Name of employer(s) to be covered by the agreement	UOW Pulse Ltd

3. The union was a bargaining representative for the Agreement because one or more members of the Union are employees who are covered by the Agreement and the Union is entitled to represent the industrial interests of those employees in accordance with s.176(1)(b) of the Fair Work Act 2009.

Yes

No

4. Does the Union support the approval of the Agreement by the Fair Work Commission?

Yes

No

If you have answered no to question 4—specify the grounds of objection of the Union using
numbered paragraphs

Form F18—Statutory declaration of employee organisation in relation to an application for approval of an enterprise agreement (other than a greenfields agreement)

5. With respect to the matters contained in the employer's Form F17 statutory declaration that are within my knowledge:

- I have not read the statutory declaration
- I agree with the statutory declaration
- I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer's statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary

1. The Applicant has nominated the General Hospitality Industry Award 2010 at Point 3.1 of the Form 17. Hospitality Industry (General) Award 2010 is the correct Modern Award reference.
2. The Applicant has not, at Point 3.1, referenced the Higher Education (General Staff) Award 2010, which was the relevant underpinning industrial instrument cited in the previous Form F17 (see copy attached).
3. The Applicant has not provided any Fair Work Commission finding or determination that supports the arbitral decision to nominate a different Modern Award than that affirmed in the previous Form 17.
4. The Applicant has not provided any modelling or support material that would confirm that the Agreement does, or would, pass the BOOT when compared to the Higher Education (General Staff) Award.

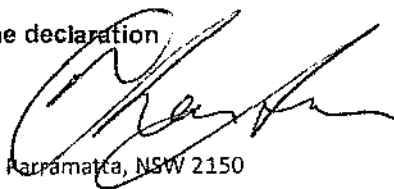
6. Does the Union give notice pursuant to section 183 of the Fair Work Act 2009 that it wants to be covered by the agreement?

- Yes
- No

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature



Declared at (place)

Parramatta, NSW 2150

on (day) of (month) (year) 2 December 2016

Before me,

Signature of person before whom the declaration is made



Full name of person before whom declaration is made

DAVID GEORGE HOLLAND

Qualification of person before whom declaration is made

JURIST OF THE PWAC NO 126968

Address of person before whom declaration is made

19 ARCYLE ST

Suburb

PARRAMATTA NSW

FAIR WORK COMMISSION
Form F18—Statutory declaration of employee organisation in relation to an application for approval of
an enterprise agreement (other than a greenfields agreement)

State or territory

NT

Postcode

2150

Phone number

0418 859 686

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*—see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission's [Guide—Statutory declarations](#).

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

**Form F17 Employer's Declaration in Support of Application
for Approval of Enterprise Agreement**

IN FAIR WORK AUSTRALIA

FWA Matter No.:

[Insert FWA matter number appearing on the main application form, if known]

COPY

Applicant:

Wollongong UniCentre Ltd.

**EMPLOYER'S DECLARATION IN SUPPORT OF APPLICATION
FOR APPROVAL OF ENTERPRISE AGREEMENT**

Fair Work Act 2009—s.185

Note: This declaration must be made by an officer or employee of the employer.

I, Wayne Clark Of Northfields Avenue, Gwynneville, NSW, 2500

Assistant General Manager

Make the following declaration under the *Statutory Declarations Act 1959*:

Part 1: Preliminary

1.1 Full and precise name of Agreement:

2011 Wollongong UniCentre Services Collective Agreement

1.2 Legal name of Employer:

Wollongong UniCentre Ltd.

1.3 Trading name of Employer (if different):

As above

1.4 Are you aware of other agreement(s) in identical or substantially identical terms having been dealt with by FWA?

Yes

No

If "Yes", please provide information that would assist in identifying such agreement(s) (e.g. identification number and date of FWA's decision, the name of such agreement, the name of the member of FWA who dealt with such agreement or the name of the employer covered by such agreement):

1.5 Has a scope order or a low-paid authorisation been issued in relation to the Agreement?

Yes

No

If "Yes", please provide the unique print number and date of the order:

PR _____

Date: ___ / ___ / ___

COPY

Part 2: Requirements for approval

Nominal Expiry Date (s.186(5))

- 2.1 What is the nominal expiry date of the Agreement and the clause number of the clause that specifies that date: (s.186(5))?

Clause 2 - Commencement and Duration

Nominal expiry date is 28th February 2014

Scope of the Agreement (s.186(3) and (3A))

- 2.2 Does the Agreement cover all employees of the Employer (other than senior executives)?

Yes

No

- 2.3 If "No", specify the group(s) of employees covered by the Agreement and how FWA can be satisfied that such group(s) were fairly chosen, including, if appropriate, by reference to the geographical, operational or organisational distinctness of such group(s): (s.186(3) and (3A)):

This agreement covers employees employed in our retail, fast food, hospitality, cleaning, student engagement and associated clerical functions.

This agreement is replacing an existing agreement for the same group of employees in our workforce

Agreement Genuinely Approved - (s.186(2)(a), s.188, s.180(2), (3) and (5), s.181)

- 2.4 Was a notice of representational rights complying with s.174 given to each employee who will be covered by the Agreement in accordance with s.173?

Yes

No

If "Yes", please attach a copy of the notice that was given.

- 2.5 Please specify the steps taken by the employer to ensure that the relevant employees were given, or had access to, the written text of the Agreement and any other material incorporated by reference into the Agreement during the 7 day period ending immediately before the start of the voting process (s.180(2)(a)):

Steps taken

COPY

- (i). A printed copy of the agreement was provided in the following areas; UniShop, Events and Venues, General Office, UniBar, Cleaners Office, Food and Beverage Outlets.
- (ii). An 'all staff' email was sent to employees with a link to the Agreement on the UniCentre staff intranet and notifying of the hard copy within business units.
- (iii). A notice and link to website was also placed on the employee self-serve web kiosk.

2.6 Please specify the steps taken by the employer (including the date of each such step) to notify all relevant employees of the time and place at which the vote was to occur and the voting method to be used (s.180(3)):

- (i). 6/2/2012 - email to all staff informing of 7 day consideration and vote to occur Wednesday 15/2/12 from 10am to midday by ballot
- (ii). 6/2/2012 - poster placed on staff notice boards and in lunch room to notify of above
- (iii). 6/2/2012 - notice placed in front of casual timesheet weekly records where casuals sign on and off work.
- (iv). 6/2/2012 - notice placed on home page of employee web kiosk (internet payslips)

2.7 Please specify the steps taken by the employer to explain the terms of the Agreement, and the effect of those terms, to relevant employees (s.180(5));
[Note: Your answer must include information on the manner in which the explanation took account of particular circumstances and needs of the relevant employees. (e.g., where the employees were from a non-English speaking background, were young employees or did not have a bargaining representative).]

- (i) Information sessions were conducted inviting employees to attend to exchange information and ask questions on the following days/times during the access period.

Wednesday 8/2/2012, 2pm
Thursday 9/2/2012, 10am

- (ii) A summary of changes sheet was provided to employees at the beginning of the access period and this was reviewed at the information sessions. All employees were able to and understood the information being exchanged.

2.8 Please provide the following dates:

Date on which the last notice of representational rights was given to an employee who will be covered by the Agreement (s.181(2)):	23/3/2010
Date on which voting for the Agreement commenced (voting commences on the first day that an employee is able to cast a vote — see s.181):	15/2/2012
Date on which the Agreement was made (that is, the date on which the voting process by which employees approved the agreement concluded — see s.182):	15/2/2012

If the date on which the Agreement was made is more than 14 days before the date on which application for approval of the Agreement was lodged, please

provide details of the circumstances which FWA should take into account in deciding if it is fair to extend the time for lodging the application (s.185(3)(b)):

Please provide the following details of the vote on the Agreement:

Number of employees who will be covered by the Agreement:	158
Number of employees who cast a valid vote:	41
Number of employees who voted to approve the Agreement:	41

Interaction with National Employment Standards (s.186(2)(c))

2.10 Please list any terms of the Agreement that exclude in whole, or in part, the National Employment Standards:

NIL

2.11 Please identify any terms of the Agreement that are detrimental to an employee in any respect when compared to the National Employment Standards:

NIL

Unlawful Terms (s.186(4))

2.12 Does the Agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises? (s.186(4) and s.194(f) and (g))

Yes
 No

If "Yes", please specify the term(s):

2.13 Does the Agreement contain any:

- discriminatory terms? (s.186(4) and s.194(a), s.195);
- objectionable terms? (s.186(4) and s.194(b), definition in s.12);
- terms that deal with the rights of employees in relation to unfair dismissal? (s.186(4) and s.194(c) and (d));
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the Act? (s.186(4) and s.194(e)); or
- designated outworker terms? (s.186(4A))

Yes
 No

COPY

Required terms

2.14 Please specify the clause number of the following required terms:

Dispute Resolution Procedure (s.186(6)):	Clause 8
Flexibility Term (s.202(1), s.203):	Clause 7
Consultation Term (s.205(1)):	Clause 9

Particular types of workers

2.15 Does the Agreement cover any shiftworkers? (s.196)

- Yes
 No

If "Yes", please identify the clause, if any, that defines or describes an employee as a shiftworker for the purposes of the National Employment Standards:

2.16 Does the Agreement:

- cover any pieceworkers (s.197); or
- contain terms providing for school-based apprentices or trainees to receive loadings in lieu of paid leave (s.199); or
- cover any outworkers (s.200)?

- Yes
 No

If "Yes", please identify the relevant clause(s):

Part 3: Better Off Overall Test

[FWA must apply the better off overall test to the agreement by reference to relevant instrument(s): see s.193 of the Fair Work Act 2009 and item 18 in Schedule 7 to the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009.]

It is essential that you set out the names of any modern award(s) or award-based transitional instrument(s) — typically pre-reform award(s) or NAPSAs — accurately in full and include the "MA", "AP" or "AN" number of each such instrument. These numbers can be located via a title search on the "Find an award" search facility at:

<http://www.fwa.gov.au/index.cfm?pagename=awardsfind>.

*Under the legislative scheme an award will not **apply** to employees if a statutory collective agreement is in place. However, an award that would apply in the absence of such an agreement will still **cover** those employees.]*

COPY

Reference instrument(s)

3.1 Relevant modern award(s)

List the modern award(s), if any, that currently cover the employer in relation to any employees covered by this Agreement:

Higher Education (General Staff) Award

3.2 Relevant pre-reform award(s)/NAPSA(s)

List the pre-reform award(s) or NAPSA(s), if any, that covered the employer in relation to any employees covered by this Agreement as at 31 December 2009:

University Unions (State) Award NAPSA

COPY

Translating classifications

- 3.3 If the classifications in the Agreement are different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2, please attach a table that identifies how classifications in the Agreement relate to classifications in the reference instrument(s).

Please see Appendix A

Improvements/reductions

- 3.4 Does the Agreement contain any terms or conditions of employment that are *more beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 or does the Agreement confer any entitlements that are not conferred by those reference instrument(s)?

Yes
 No

- 3.5 If "Yes", identify the terms and conditions in the Agreement that:

- (a) are more beneficial than the reference instrument(s),
- (b) are not conferred by the reference instrument(s),

Please see Appendix B

together with the employees affected and the relevant terms of the reference instrument(s):

Please see Appendix C

This table provides work roster examples completed by the employer to demonstrate the employee is 'better off overall' when compared to the Modern Award.

This agreement and all its clauses apply to all employees as detailed in 2.3

COPY

3.6 Does the Agreement contain any terms or conditions of employment that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 or do those reference instrument(s) confer any entitlements that are not conferred by the Agreement?

- Yes
- No

3.7 If "Yes", identify the terms and conditions in the reference instrument(s) that:

- (a) are more beneficial than the Agreement; or
- (b) are not conferred by the Agreement,

Please refer Appendix B

together with the employees affected and, in the case of (a), the relevant terms of the Agreement:

Please refer Appendix C

[Note: your answers to 3.5 and 3.7 should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the group(s) of employees affected.]

Exceptional circumstances (agreement fails the better off overall test)

3.8 If the employer considers that the Agreement does not pass the better off overall test as set out at s.193 of the *Fair Work Act 2009* (and, possibly, item 18 of Schedule 7 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*), identify any exceptional circumstances that FWA should consider when deciding whether approving the Agreement would not be contrary to the public interest (s.189):

Part 4: Statistical information

Note: The information in this part is necessary to enable Fair Work Australia to comply with its statutory reporting obligations.

4.1 Of the employees covered by the Agreement, how many employees are in the following demographic groups?

Group	Number of employees within group
Female	102
Non-English speaking background	12
Aboriginal or Torres Strait Islander	0
Disabled	0
Part-time	15
Casual	110
Under 21 years of age	11
Over 45 years of age (mature age)	29

4.2 In what State/Territory will the Agreement be in operation?

[Mark all applicable boxes with an "X".]

ACT NSW NT Qld SA Tas Vic WA

4.3 Please list the full and precise name of all collective agreements (including any ID number, if known,) that covered any employees covered by this Agreement immediately prior to the time this Agreement was made:

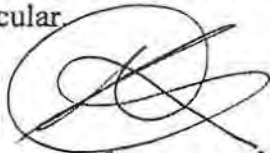
UniCentre Services Agreement 2008-2010

Agreement number - 084947332

4.4 What is the primary activity of the employer?
[e.g. music retailer, plumbing contractor, steel fabricator.]

Retail and hospitality

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular



[Signature of person making the declaration.]

Declared at: NORTHFIELDS AVENUE, GWYNNEVILLE
[place]

On: 24TH FEBRUARY 2012
[date]

Before me:
[Signature of person before whom the declaration is made.]



GEN MGR UNICENTRE
POST OFFICE LICENCEE.
NORTHFIELDS AVE
WOLLONGONG NSW 2500



[Set out the witness' full name, qualification to witness a statutory declaration and address (all in printed letters). Note: A statutory declaration must be made before a "prescribed person": s.8, *Statutory Declarations Act 1959* (Cth).

For a full description of prescribed persons, go to fwa.gov.au/index.cfm?pagename=resourcefactsstatdecs.]

Please provide your contact details for any future inquiries related to this declaration:

Name: WAYNE CLARK			
Address: NORTHFIELDS AVENUE			
Suburb: GWYNNEVILLE	State: NSW	Postcode: 2500	
Telephone: 4221 8152	Mobile: 0400 480 851		
Fax: 42 21	Email: WCLARK@UOW.EDU.AU		