



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UOW Pulse Ltd
(AG2016/5446)

WOLLONGONG UNICENTRE LTD RETAIL OPERATIONS AGREEMENT 2016

Retail industry

COMMISSIONER ROE

MELBOURNE, 7 NOVEMBER 2016

Application for approval of the Wollongong UniCentre Ltd Retail Operations Agreement 2016.

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

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

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

[6] The Shop, Distributive and Allied Employees Association being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement was approved on 7 November 2016 and, in accordance with s.54, will operate from 14 November 2016. The nominal expiry date of the Agreement is 11 March 2018.



COMMISSIONER

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ANNEXURE A



31 October 2016

AG2016/5446 - Application for approval of the Wollongong UniCentre Ltd Retail Operations Agreement 2016 ("the Agreement")

Undertaking

Pursuant to section 190 of the *Fair Work Act 2009*, UOW Pulse Ltd provides the following undertaking in respect of the **Wollongong UniCentre Ltd Retail Operations Agreement 2016**.

1. Part-time employees who work in excess of their agreed hours or agreed varied hours will be paid at the overtime rate as stipulated in clause 34 of the Agreement.
2. A Part-time employees' roster will not be changed to avoid any entitlement under the Agreement.

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

Michael Gillmore
General Manager
UOW Pulse Ltd

Wayne Clark
Assistant General Manager
UOW Pulse Ltd

**Wollongong UniCentre Ltd.
Retail Operations Agreement 2016**

Note - the model consultation and flexibility terms are taken to be terms of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

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Part 1 – Coverage and Operation

1. TITLE

This agreement shall be known as Wollongong UniCentre Ltd. Retail 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 11 March 2018.

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. Wollongong UniCentre Ltd.
 - and
 - b. Shop Distributed and Allied Employees Association (SDA)
- 4.2 This Agreement applies to all Retail Employees who principally perform work in one of the job classifications described in Clause 6 – Classifications of this Agreement.

5. DEFINITIONS

Act means the Fair Work Act 2009 (Cth)

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

Employee means an employee whose conditions of employment are regulated by this agreement.

Casual Employee means an employee who is engaged as such and paid as such.

Full-Time Employee means a permanent employee who is engaged to work 38 ordinary hours per week in accordance with this agreement.

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

Part-Time Employee is an employee who is rostered up to 36 hours per week in accordance with the terms contained in this agreement.

Permanent Employee means a Full Time, Part Time employee not on fixed term contract.

Immediate family is an employee'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 employee's spouse or de
facto partner.
member of an employees 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)

SDA means the Shop, Distributive & Allied Employees Association.

Special Clothing are those items of clothing which include aprons, safety clothing or other
items issued by UniCentre and required to be worn in performing the duties of a position.

Trainee means an employee engaged as a trainee under the Training Wage

UniCentre means, Wollongong UniCentre Ltd.

6. CLASSIFICATIONS

The following classification of retail employees apply to all UniCentre employees covered by
this agreement, but not managerial employees whose principal functions are not described in
these classifications. Where an employee duties are not mentioned within these
classifications, the employee shall be classified in a level that most closely reflects the work
performed by the employee and to the environment and level of autonomy in which the
employee normally performs the work.

Retail Employee Level 1

shall mean a Retail Assistant who is engaged to perform a range of duties associated
with the operation of a retail shop, including:

- customer service and assistance
- post officer services
- operation of "Point of Sale" terminals,
- preparation for sale of fresh foods, groceries, general merchandise, and any other
retail goods, display and ticketing of goods.
- processing inward/outward goods, checking in, storing or replenishment,
stocktaking,
- such cleaning as is incidental to the performance of other duties,
- removing spillages and general cleaning duties (not specialised),
- general retail store duties eg: stocking shelves, relaying stock, assembling fixtures
and other tasks to market our product.
- incidental clerical and administrative duties, point of sale duties, cash handling

Progression to Level 2 will depend upon successful application and availability of a position.

Retail Employee Level 2

shall mean a Retail Assistant who is engaged to perform duties above a Retail
Employee Level 1, including:

- stock procurement for designated departments/sections,
- basic supervision of lower grade employees.
- web order processing.
- goods receipt, returns and associated clerical process,
- forklift operator.
- ride on equipment operator.

- book buyer assistance

Progression to Level 3 will depend upon successful application and availability of a position.

Retail Employee Level 3

shall mean a Supermarket Retail Assistant who is engaged to perform duties above a Retail Employee Level 2, including:

- designated '2nd in charge' of supermarket sections,
- Senior Sales Assistant with the responsibility for the security and assist in the general running of store, may be required to open or close the store alone.

Progression to Level 4 will depend upon successful application and availability of a position.

Retail Employee Level 4

shall mean a General Retail Assistant who is engaged to perform duties above a Retail Employee Level 2, including:

- responsible for a defined department in general retail requiring a greater level of product knowledge, including;
 - Newsagency
 - General Book Buyers
 - Information Technology
 - Stationary etc
- supervision, training, rostering to ensure delivery of service is a primary task within their department
- sales analysis and development
- existing and new product development, merchandising and control

Progression to Level 5 will depend upon successful application and availability of a position.

Retail Employee Level 5

shall mean a Retail Assistant who is engaged to perform duties above a Retail Employee Level 4, including:

- supervising, training and coordinating employees
- responsible for the development and maintenance of service and operational standards.
- preparation of operational reports, development of stock control and security procedures,
- employee rostering, recruitment and induction,
- full control of customer service area
- department head

Progression to Level 6 will depend on successful application and availability of a position.

Retail Employee Level 6

shall mean a Retail Assistant who is engaged to perform duties above a Retail Employee Level 5, including:

- coordinate, plan and compile text and other learning resources with key stakeholders. ordering and control of goods/orders
- preparation of required performance reports
- sales analysis and development
- business activity reporting
- this level is indicative of Academic Liaison Officer and Supermarket Assistant Manager type roles.

7. FLEXIBILITY

- 7.1 An employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3 The agreement between the employer and the individual employee 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 employee in relation to the individual employee'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 employee in relation to the individual employee'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 employee under this agreement; and;
 - (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 7.5 The Agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (c) state each term of this agreement that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.6 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.7 The agreement may be terminated:
- (a) by the employer or the individual employee giving thirteen 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 the employer and the individual employee.
- 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 an employer and an individual employee contained in any other term of this agreement.

Part 2 – Consultation and Dispute Resolution

8. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute about a matter under this agreement or a dispute in relation to the NES of any employees covered by this agreement shall be settled in a timely manner by the following steps;

- (a) A dispute between an employee and UniCentre is to be discussed in the first instance between the employee and their supervisor.
- (b) If the dispute is not resolved, the employee may raise the dispute with the relevant Unit Manager. UniCentre and/or the employee may appoint a representative which may be a SDA official to accompany and/or represent them from this step.
- (c) If the dispute is not resolved, the employee may raise the dispute with the UniCentre 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 Fair Work Commission will arbitrate the dispute and make an order that is binding on both parties.

The decision of Fair Work Commission will bind the parties.

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

9. CONSULTATION

9.1 Consultation regarding major workplace change

- (a) Where UniCentre has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, UniCentre shall notify the employees who may be affected by the proposed changes and the SDA or other such representative.
- (b) "Significant effects" include redundancy, termination of employment, major changes in the composition, operation or size of UniCentre workforce or in the

skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of the matters referred to herein, an alteration shall not be deemed to have significant effect.

9.2 UniCentre commitment to discuss change

- (a) UniCentre shall discuss with the employees affected and the SDA, inter alia, the introduction of the changes referred to in sub clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the SDA/representative in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by UniCentre to make the changes referred to in sub clause 9.1 above.
- (c) For the purpose of such discussions, UniCentre shall provide to the employees concerned and SDA or other representative all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that UniCentre shall not be required to disclose confidential information the disclosure of which would adversely affect UniCentre interests.

Part 3 – Types of Employment and Termination of Employment

10. TERMS OF EMPLOYMENT

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

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

(e) total number of contracted hours per week.

10.3 Employees shall perform such work as UniCentre shall, from time to time, reasonably require provided the employee is competent to do the work or, if not, UniCentre is prepared to train the employee to do the work.

11. FULL-TIME EMPLOYEES

11.1 A full-time employee is an employee that works 38 hours per week in accordance with clause 29 of this agreement.

12. PART-TIME EMPLOYEES

12.1 A part-time employee is an employee that:

- (a) works up to 36 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 employee 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 EMPLOYEES

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

14. FIXED TERM EMPLOYEES

14.1 A fixed-term employee is an employee that:

- (a) is engaged either as a full-time or part-time employee provided that such periods shall:
 - i. not be less than three months provided that the minimum engagement;
 - ii. not be more than 12 months duration.

14.2 Prior to commencement of a fixed term contract, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their fixed term employment.

14.3 Fixed term employment may be terminated by either party by providing 1 week notice or payment thereof.

14.4 An employee 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 employee varies their employment contract to a fixed term contract, such an employee shall, at the conclusion of the fixed term period revert to their previous position, if available, or a position of employment which is no less advantageous to the employee than that which existed immediately prior to the fixed term contract.

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 as to the ongoing viability are to be dealt in accordance with Clause 8 – Dispute Resolution Procedure.

15. TERMINATION OF EMPLOYMENT

15.1 Employment (other than casual employment) shall be on a weekly basis 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 UniCentre;:

(a) In order to terminate the employment of a full-time or part-time employee, UniCentre shall give to the employee 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, employees over 45 years of age at the time of giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.

(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 UniCentre to dismiss an employee without notice for misconduct. This may include, but is not limited to, an employee acting dishonestly in employment or an employee failing to carry out a lawful and reasonable direction.

(e) On termination of employment for any reason UniCentre will give a full or part-time employee a certificate of service stating how long the employee had worked for UniCentre and the type of work the employee performed.

15.3 Notice of termination by Employee

(a) A full-time or part-time employee, when leaving employment, must give UniCentre 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 an employee from work for a continuous period exceeding 3 working days, without just cause and without the consent of UniCentre, shall be taken to have abandoned employment and UniCentre will be entitled to treat the employee as having been terminated.

16.2 UniCentre 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 UniCentre 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 employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (c) Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, trainees or employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labor.
- (d) UniCentre will at all times seek redeployment of employees 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 UniCentre for reasons arising from technology changes resulting in the direct loss of jobs by replacement with technology.
- (b) In order to terminate the employment of an employee, UniCentre shall give to the employee three months' notice of termination.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment shall be terminated by clause of the period of notice specified and clause payment in lieu thereof.
- (d) The period of notice required by this sub clause to be given shall be deemed to be service with UniCentre for the purposes of all leave.

17.4 Time Off During the Notice Period

- (a) During the period of notice of termination given by UniCentre, an employee shall be allowed up to one day time off without loss of pay during each week of notice, to a maximum of five days, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of UniCentre, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (c) UniCentre will assist the employee in resume writing as required.

17.5 Employee Leaving During the Notice Period

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

17.6 Statement of Employment

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

17.7 Notice to Centrelink

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

17.8 Centrelink Employment Separation Certificate

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

17.9 Transfer to Lower-Paid Duties

- (a) Where an employee is transferred to lower-paid duties for reasons set out in subclause 9.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and UniCentre may, at the UniCentre'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 an employee is to be terminated under this clause, UniCentre shall pay the following severance pay in respect of a continuous period of service.
- (b) Where employees are under 45 years of age, UniCentre shall pay in accordance with the following scale:

Years of service	Under 45 years of age	Entitlement
Less than 1 year		Nil
1 year and less than 2 years		4 weeks
2 years and less than 3 years		7 weeks
3 years and less than 4 years		10 weeks
4 years and less than 5 years		12 weeks
5 years and less than 6 years		14 weeks
6 years and over		16 weeks

- (c) Where employees are 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of service 45 years of age and over entitlement	
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

17.11 Incapacity to Pay

Subject to an application by UniCentre and further order of FWC, UniCentre may pay a lesser amount (or no amount) of severance pay than that contained in subclause 17.10 above. FWC shall have regard to such financial and other resources of UniCentre 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 UniCentre.

17.12 Alternative Employment

Subject to an application by UniCentre and further order of FWC, UniCentre may pay a lesser amount (or no amount) of severance pay than that contained in subclause 17.10 above if UniCentre obtains acceptable alternative employment for an employee.

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 UniCentre 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 employees to assist in the transition to fortnightly pays prior to any change in frequency of payment. Where financial hardship or difficulty occurs as a result of the transition, the employee may apply for and UniCentre 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 employees

- (a) The following shall be the minimum weekly rates payable to full-time adult employees engaged within Clause 6 – Classifications payable commencing the first full pay period of March each year

Classification	2013 Rates	2014 Rates	2015 Rates	3.0% Mar 16	3.0% Mar 17
Retail Employee Level 1	\$ 704.87	\$ 734.03	\$ 756.00	\$ 778.68	\$ 802.04
Retail Employee Level 2	\$ 716.73	\$ 749.28	\$ 771.80	\$ 794.95	\$ 818.80
Retail Employee Level 3			\$ 785.10	\$ 808.65	\$ 832.91
Retail Employee Level 4	\$ 752.29	\$ 775.22	\$ 798.50	\$ 822.46	\$ 847.13
Retail Employee Level 5	\$ 794.62	\$ 816.22	\$ 840.70	\$ 865.92	\$ 891.90
Retail Employee Level 6	\$ 835.71	\$ 858.13	\$ 883.90	\$ 910.42	\$ 937.73

19.2 Part-time employees

- (a) The minimum hourly rate of wage payable to part-time adult employees for ordinary hours of work shall be the above weekly rate divided by 38 of the appropriate rate prescribed by subclause 19.1.

19.3 Casual Employees

- (a) The minimum hourly rate of wage payable to casual adult employees for ordinary hours of work shall be the weekly rate contained within subclause 19.1 divided by 38 plus 30% loading paid in lieu of permanent entitlements other than Long Service Leave which will accrue in accordance with this agreement.

- 19.4 Over Agreement rate employees covered by this agreement will also be paid the percentage rate increases highlighted within clause 19.1.

20. HIGHER DUTIES

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

21. JUNIORS

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

Age	%
Under 16 years of age	45

16 years of age	50
17 years of age	62
18 years of age	70
19 years of age	82.5
20 years of age	100

22. APPRENTICES AND TRAINEES

22.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 19 – Minimum Weekly Wages of this agreement.

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

	3 year	4 year
1st year	65%	55%
2nd year	85%	65%
3rd year	95%	85%
4th year		95%

UniCentre may recognise equivalent training stages that an employee could receive credit for training undertaken prior to the commencement of the employees apprenticeship or have the ability to accelerate the period of the employees apprenticeship and will be reflected by their stage of study and competency.

22.3 Trainees will be engaged in accordance with Schedule A contained within this agreement.

23. LAUNDRY ALLOWANCE

23.1 UniCentre will launder an employee's uniform or special clothing or pay the employee a laundry allowance the amount of which is set out in Item 2 of Table 1 - Other Rates and Allowances.

24. FIRST AID

24.1 An employee nominated by UniCentre to perform the duties of First Aid Officer shall be paid a weekly allowance as contained in Item 3 of Table 1 – Other Rates and Allowances for each week or per shift the employee is nominated to perform such tasks provided that:

- a) the employee 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) UniCentre shall provide training for employees to obtain and maintain a first aid certificate.

25. MEAL SUBSIDY

25.1 Employees who work 5 hours or more per shift and take an unpaid meal break shall receive one meal subsidy voucher per day to the value of \$8.00. The subsidy is to be used in accordance with the following in the interests of Workplace Health and Wellbeing;

- a) Purchased items to be consumed on UniCentre premises
- b) Meal subsidy cannot be used to purchase, confectionary, snack products, ice creams, alcohol or non-food items.
- c) Meal subsidy voucher 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 employee rostered to work post 6pm (working less than 9 hours) shall be entitled to a meal or issued a meal subsidy voucher to the value of \$8.00. Employees working in excess of a 9 hour shift shall be entitled to the meal allowance pursuant to Clause 33 - Meal Break/Rest Pause.

26. SUPPORTED WAGE

- 26.1 Employees may be engaged on the Supported Wage System in accordance with Schedule B of this agreement.

27. SUPERANNUATION

- 27.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the retail industry fund at 27.1.1 below will apply;
- 27.1.1 the Retail Employees Superannuation Trust (REST)
- 27.2 Employees will have the ability to salary sacrifice additional superannuation payments in accordance with policy and associated charges.
- 27.3 Employees are encouraged to explore Superannuation Funds to discover the best return on their benefit. UniCentre is unable to offer advice in this regard.

Part 5 – Hours of Work and Related Matters

28. HOURS OF WORK

- 28.1 The ordinary hours of work may be rostered between;
- Monday to Friday 7.00am to 9.00pm
Saturday 7.00am to 6.00pm
Sunday 9.00am to 6.00pm

29. PERMANENT EMPLOYEES

- 29.1 Full time and part time employees will work not more than 5 days per week, or by agreement between UniCentre and the employee, not more than 20 days in a 4 week period. Provided that ordinary hours may be worked on six days in one week if the following week ordinary hours are worked on not more than four days.
- 29.2 Within the 4 weekly maximum ordinary hours, permanent employees shall be rostered to work ordinary hours subject to the following provisions:

- (a) Not more than 152 hours over a 4 week period for full-time employees
- (b) Not more than 45.6 ordinary hours in any week.
- (c) Not more than 10 ordinary hours on any day or shift, inclusive of meal breaks. By agreement, an employee, may work up to 12 ordinary hours including the time taken for a paid meal break, without the payment of a penalty.
- (d) Not less than 5 ordinary hours for full-time and 3 ordinary hours for part-time on any day
- (e) Not less than 10 hours per week for part-time employees
- (f) Not more than 144 hours over a 4 week period for part-time employees

30. CASUAL EMPLOYEES

30.1 Casual employees may be engaged on an hourly basis subject to the following provisions:

- (a) Not more than 10 hours in any one engagement, not including meal breaks. By agreement, an employee, may work up to 12 ordinary hours including the time taken for a paid meal break, without the payment of a penalty.
- (b) Not less than 3 hours per engagement.

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

UniCentre will consider the employee application of permanency and provide a response within 10 working days on its decision.

31. ROSTERS

31.1 UniCentre shall display a roster in a place accessible to all employees. The roster shall set out the starting, finishing and meal times for full-time and part-time employees for each week. The roster shall be posted at least 7 days before its commencement, and:

- (a) Subject to other clauses of this agreement, employees must work at such times and on such days as the UniCentre needs them. UniCentre cannot change the roster of a full-time or part-time employee without giving the employee 14 days notice for permanent rosters except in an emergency beyond the control of UniCentre. During such time discussion will commence in accordance with the Disputes Settlement Procedure of this agreement.
- (b) UniCentre will take into consideration an employees family responsibilities, safe transport home, study commitments or religious observances when rostering and any other matters raised by the employee.
- (c) Employees will be provided with 2 consecutive days off per week or 3 consecutive days off per fortnight.

- 31.3 If a full-time employee is rostered to work less than 5 hours on an ordinary time shift the employee will be paid for no less than 5 hours worked.
- 31.4 Where an employee is detained at work after the normal finishing time and it is then too late to travel by the employee's usual transport to go home, UniCentre shall either arrange transport or repay the employee's taxi fare.
- 31.5 Break Between Shifts - Full-time and part-time employees will be given 10 clear hours off between finishing work on one shift (including overtime) and starting work on the next shift, or paid double the employees ordinary rate of pay for all time worked until the employee has had ten clear hours off. An employee may agree to a break of 8 clear hours off between finishing work on one shift (including overtime) and starting work on the next shift.

32. MAKE-UP TIME

- 32.1 An employee may elect, with the consent of UniCentre, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
- 32.2 An employee on a regular night shift may elect, with the consent of UniCentre, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

33. MEAL BREAK/REST PAUSE

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

Hours Worked	Rest Pause	Meal Break
3 hrs up to 5hrs	1x15 mins	Nil
5 hrs up to 7 hrs	1x15 mins	30 to 60mins (unpaid)
7 hrs up to 9 hrs	2x15 mins	30 to 60mins (unpaid)
9 hrs or more	2x15 mins	30 to 60mins (unpaid) + 30 min (paid) + meal allowance or given meal

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

34. OVERTIME AND PENALTY PAYMENTS

- 34.1 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

UniCentre 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,

34.2 When calculating overtime each shift shall stand alone.

34.3 Time off in lieu of payment for overtime

The employee may, with the consent of UniCentre 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.

34.4 Reasonable overtime

Subject to subclause 34.3 UniCentre may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this agreement.

- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (b) For the purposes of Clause 34.4(a) what is unreasonable or otherwise will be determined having regard to;
 - i. any risk to employee health and safety
 - ii. the employee's personal circumstances including any family and carer responsibilities;
 - iii. The needs of the workplace or enterprise;
 - iv. The notice (if any) given by UniCentre of the overtime and by the employee of his or her intention to refuse it; and
 - v. Any other relevant matter.

34.5 Penalty payments

(a) Evening work Monday to Friday

- i. a penalty payment of an additional 25% will apply for ordinary hours worked after 6.00 pm. This does not apply to casuals.

(b) Saturday work

- i. all employees will receive a penalty payment of an additional 50% for ordinary hours worked on a Saturday. Casuals will not receive the 30% casual loading in clause 19.3(a).

(c) Sunday work

- i. all employees will receive a penalty payment of an additional 100% for ordinary hours worked on a Sunday. Casuals will not receive the 30% casual loading in clause 19.3(a).

(d) Public Holiday

- i. all employees will receive a penalty payment of an additional 150% for ordinary hours worked on a public holiday. Casuals will not receive the 30% casual loading in clause 19.3(a).

Part 6 – Leave and Public Holidays

35. ANNUAL LEAVE

- 35.1 An employee covered by this agreement is entitled to annual leave in accordance with the Fair Work Act, 2009 and subsequent amendments to that Act. Annual Leave shall be taken at a time mutually agreed upon by UniCentre and an employee and can either be taken in a continuous period or in separate periods.
- (a) An employee will avail themselves of a minimum 3 weeks annual leave pro rata within each twelve month period of employment.
 - (b) A permanent employees whose accrued annual leave entitlement equals or exceeds 7 weeks may be directed in writing to take up to 4 weeks of their accrued leave entitlement.
 - (c) The time of taking the leave will be determined by the employer, if an agreement with the employee as to when the leave shall be taken cannot be reached. Any such request will have regard to the operational requirements of UniCentre 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 employee is to take leave; and
 - (b) Can be given whether the employee's accrued annual leave equals or exceeds 7 weeks when the direction is given or when it takes effect.
 - (c) Where an employee is directed to take annual leave, the employer will be entitled to deduct the amount of annual leave directed to be taken.
- 35.3 An employee may elect with the consent of UniCentre. To take annual leave not exceeding ten 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 employees who are the primary care giver of children at school may request to take up to 2 weeks leave at half pay subject to the following;
- (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 employee at the ordinary rate of pay as at 31 December of the leave loading year.
- 36.2 Employees 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 UniCentre, for any reason an employee who has not been paid an annual leave loading will be paid the loading.

37. ADDITIONAL PAID LEAVE

- 37.1 At the time of making this agreement the majority of UniCentre business units will face a forced closure between Christmas Day and New Year Day.
- All permanent employees will be paid as normal work roster 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 employee does not normally work that day of the week then no payment will be entitled or made.
- 37.2 Supermarket and other employees required to work during this time will be afforded the same benefit outlined in Clause 37.1 which is to be taken during January so as to not be disadvantaged. These days are not cumulative.

38. LONG SERVICE LEAVE

- 38.1 An employee covered by this Agreement shall be entitled to long service leave in accordance with the provisions under the *Long Service Leave Act, 1955* and subsequent amendments to that Act.
- 38.2 Leave at half pay - Employees 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 employee exhausting the entitlement within the 12 month plan. This clause is not designed to allow employees to accumulate excessive leave.
 - (c) Minimum booking 2 weeks at a time.
 - (d) Employees may defer Long Service Leave as it falls due with the agreement of UniCentre. A full leave plan must be prepared by the employee availing them to the full entitlement within an agreed period and at the rate of pay when the leave became entitled.
 - (e) No employee will be disadvantaged by taking leave.

39. PARENTAL LEAVE

- 39.1 Employees shall be entitled to Parental Leave in accordance with the provisions of this Clause if they have completed at least 40 weeks continuous paid service with

UniCentre prior to the commencement of any Parental Leave. Employees who are not entitled to Parental Leave may make an application for leave without pay which will be dealt with on a case by case basis.

- (a) casual employees 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 employees entitled to Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.
- (e) employees shall make an application for Parental Leave at least 4 weeks prior to the proposed commencement of Parental Leave. Such application shall include the intended commencement date, the intended date of return to work and intended pattern of work on such return.
- (f) UniCentre shall confirm Parental Leave arrangements in writing prior to the commencement of leave.
- (g) employees are required to provide a medical certificate nominating the anticipated date of birth or a statutory declaration demonstrating a parental relationship to the child. In cases where both parents are in employment, a statutory declaration setting out the leave arrangements made with their respective unit is required. If the employee is the only parent employed the statutory declaration should state this fact.
- (h) where paid Parental Leave is applicable then payment shall be made in accordance within UniCentre's normal pay periods. No lump sum payments will be made.
- (i) in lieu of unpaid Parental Leave an employee may apply to take accrued annual and/or long service leave that would otherwise be available. Such leave will be deemed to be time taken as Parental Leave. Parental Leave shall not extend beyond 104 weeks from the initial commencement of Parental Leave, including leave taken in accordance with this Clause.
- (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) an employee 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 employee 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 employee 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) An employee who takes Maternity Leave shall not be eligible for Partner Leave in respect of the same child(ren).
- (d) An employee shall normally commence Maternity Leave between 4 weeks and 8 weeks prior to the anticipated date of the birth of their child. Where an employee continues to work during the last 4 weeks before the anticipated date of birth of their child, a medical certificate(s) indicating fitness to undertake normal duties may be required. Where an employee needs to commence Maternity Leave earlier than 8 weeks prior to the anticipated date of birth of their child, due to a medical condition and the employee submits a written request along with a valid medical certificate, Maternity Leave will be allowed to commence earlier, in accordance with the medical certificate.
- (e) Where an employee seeks to recommence work earlier than 6 weeks after the date of birth of their child, a medical certificate indicating fitness to undertake duties may be required.
- (f) At the completion of Maternity Leave the employee 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 employee whether on paid or unpaid Maternity Leave may return to work earlier than planned provided 4 weeks notice of such return is given to UniCentre and the employee provides a medical certificate stating that they are fit to return to work.
- (h) Resumption of duty at the completion of parental leave - an employee is entitled to return to the position and work pattern that they held immediately before commencing Parental Leave. If this position no longer exists, UniCentre will make available a position as nearly as possible comparable in status and pay to that of the employees former position subject to the provisions relating to management of change elsewhere in this Agreement.

- (i) An employee must be available to return to the position and work pattern that they held immediately prior to commencing Parental Leave at the end of their Parental Leave in accordance with this Clause unless:
 - i. they have submitted their resignation and given appropriate notice, or
 - ii. they have written confirmation from the UniCentre 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 an employee, who is a partner and not the primary care giver, shall be entitled to access up to 5 days paid Partner Leave to provide support to the primary care giver.

39.4 Adoption Leave

- (a) An employee 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 employee or their partner for a period of less than three (3) months; or
 - ii. is not a child or step-child of the employee or the partner of the employee the employee shall be entitled to Adoption Leave.
- (b) Subject to sub-clause 39.4, any employee 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) An employee acting as the primary care giver of a foster child who is placed into their family for an anticipated period in excess of 6 months will be entitled to access up to 5 days paid Foster Parent Leave from the time that the child enters their care.
- (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) An employee 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 Employees entitlement to personal/carers leave under this agreement will be:

- (a) full time employees are granted 12 days paid leave each year.
 - (b) part time employees are granted pro rata of 12 days per year paid leave to that of a full time employee.
 - (c) casual employees may be absent from work for up to 48 hours (i.e. two days) per occasion. All casual employee personal/carers leave is unpaid.
- 40.2 Employees are able to take personal/carers leave under the following circumstances:
- (a) because the employee is ill or has been injured.
 - (b) to care for a member of the employees immediate family as defined in Clause 5 of this agreement who needs the employees care and support because of illness, injury or unexpected emergency effecting the person.
 - (c) personal/carers leave may be taken for part of a single day.
- 40.3 Employees shall, as soon as reasonably possible so as to allow UniCentre 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 Employees shall provide UniCentre any such evidence as UniCentre reasonably may desire that they were unable by reason to attend for duty the period of absence claimed.
- 40.5 Unpaid leave for family purpose
- (a) An employee may elect, with the consent of UniCentre, 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.

41. COMPASSIONATE LEAVE

- 41.1 An employee 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 employee's immediate family or a member of the employee's household; and
 - (b) has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (c) after the death of a member of the employees immediate family or a member of the employee's household as prescribed in Clause 5 - Definitions.
- 41.2 Such leave is paid leave for permanent employees and unpaid leave for casual employees.
- 41.3 The employee must notify UniCentre as soon as practicable of the intention to take compassionate leave and will, if required by UniCentre 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 UniCentre will give consideration to the
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circumstances of the employee and the reasonable operational requirements of the business.

42. BLOOD DONOR LEAVE

- 42.1 If an employee wishes to donate blood, the employee may do so during working hours without the loss of pay provided that;
- (a) The time and day selected meet with the UniCentre convenience and does not unduly disrupt UniCentre operations.
 - (b) The employee is able to donate blood at a place within 5 walking minutes of the workplace.
 - (c) The employee must provide UniCentre 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 Employees, including casual employees, may take community service leave for certain voluntary emergency management activities.
- 43.2 An employee engages in a voluntary emergency management activity if:
- (a) the activity involves dealing with an emergency or natural disaster
 - (b) the employee engages in the activity on a voluntary basis
 - (c) the employee 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 employee 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 employee (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 UniCentre approval.
 - (c) it shall be the responsibility of the employee to keep UniCentre 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, an employee shall provide UniCentre proof of attendance at the emergency situation.
- 43.5 Casual employees 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 an employee's property or creates a need for an employee to care for their children, employees will be permitted to leave work.

- 44.2 In such circumstances, employees 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 employee 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 employees who are required to attend full time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time for that period.
- 45.3 To receive payment an employee shall provide UniCentre proof of attendance, proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.
- 45.4 Employees seeking to take Defence Force Service leave must provide notice to UniCentre 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 employees working 25 hours or more per week will be entitled, upon application and subject to approval, up to 2 days paid leave (pro-rata for part time employees) each session 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 An employee who attends a course/seminar at UniCentre direction shall have the cost associated with the attendance such as travel, meal and accommodation paid for by UniCentre.

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 Sunday, 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 employees on a public holiday shall be paid as per the overtime clause of this agreement.
- 47.3 An employee other than a casual employee who is not rostered to work, and does not ordinarily work, on the day on which a public holiday falls is not entitled to any

payment, as the employee will not suffer a loss of pay as a result.

- 47.4 If an employee, other than a casual employee, is not normally rostered to work regularly on the same days each week and the employee is not rostered to work on a public holiday, UniCentre will either pay the employee an additional day's wages, or add a day to the employees annual holiday's leave, or give the employee another day off on ordinary pay within 28 days after or within one week before that public holiday.
- 47.5 UniCentre may not change an employee's normal rosters to avoid paying the employee for a public holiday.
- 47.6 If an employee, other than a casual employee, is absent from work on the working day before or the working day after a public holiday they must produce evidence as to why the absence occurred by way of appropriate authority signed evidence stating reason for absence.

48. JURY SERVICE

- 48.1 A full-time or part-time employee shall be paid for up to 10 days pro rata of absence during any period when required to attend for jury service.
- 48.2 An employee shall be required to produce to UniCentre proof of jury service and proof of requirement to attend and attendance on jury service and shall give UniCentre notice of such requirement as soon as practicable after receiving notification to attend for jury service.

Part 7 – Miscellaneous

49. UNIFORMS

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

50. WORK CLOTHES AND SAFETY EQUIPMENT

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

51. EXHIBITION OF AGREEMENT IN WORKPLACE

51.1 UniCentre will make this agreement accessible to employees through the UniCentre intranet or hard copy upon request.

52. MISCELLANEOUS

52.1 Except by agreement, no employee shall lose income as a result of the coming into force of this agreement.

52.2 Except by agreement, no existing part time employee at the time of making this agreement will have the minimum weekly hours reduced.

52.3 No existing employee currently receiving more favourable leave entitlement than that contained within this agreement shall be disadvantaged as a result of this agreement coming into force.

52.4 Employees shall not be asked to pay any cash shortages unless the employee deliberately failed to charge the customer the full amount or deliberately failed to collect the amount payable.

53. MEETINGS

53.1 An employee may be required to attend employee meetings outside normal rostered hours paid at normal time rate with a frequency of no more than one meeting per quarter.

53.2 Employees with family responsibilities will make every effort to attend meetings.

53.3 Where due to pressing family circumstances an employee is unable to attend they will provide UniCentre with written notice at least 48 hours prior to the scheduled meeting indicating the reason for their non-attendance.

54. SDA MATTERS


54.1 UniCentre will provide space on notice boards for SDA business.

54.2 UniCentre will provide the relevant SDA Organiser with one unpaid meeting of 1 hour each calendar year to discuss workplace issues. A request must be forwarded to UniCentre General Manager and be approved in writing beforehand. At least seven days notice will be required and meetings are to be held at times that are convenient to UniCentre.

55. SIGNATORIES


Signed on behalf of
Wollongong UniCentre Pty Ltd
Wollongong University
WOLLONGONG NSW 2500

22/7/2016
Date



Gerard Dwyer
National Secretary
Signed on behalf of

22-07-2016

Date

Shop Distributive and Allied Employees' Association
Level 6
53 Queen Street
MELBOURNE VIC 3000

TABLE 1 - ALLOWANCES

Item No.	Brief Description	\$	
		FFPP	FFPP
		Mar-16	Mar-17
1	Meal Allowance	13.46	14.28
2	Laundry Allowance:		
	(Single type item only ie; shirt) - 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
	(Single type item only ie; shirt) - special clothing not requiring ironing	1.08 p/day to a max of 3 p/week	1.11 p/day to a max of 3 p/week
	(Multiple items ie: shirt and pants) and/or employees employed pre 2008 - special clothing requiring ironing	3.58 p/day to a max of 3 p/week	3.69 p/day to a max of 3 p/week
	(Multiple items ie: shirt and pants) - 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
3	First-Aid Allowance	2.21 p/day to a max of 5 p/week	2.34 p/day to a max of 5 p/week

SCHEDULE A – TRAINING WAGE

Training Wage

A.1 Title

This is the *National Training Wage Schedule*.

A.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

trainee is an employee undertaking a traineeship under a training contract

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

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

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

A.3 Coverage

A.3.1 Subject to clauses A.3.2 to A.3.6 of this schedule, this schedule applies in respect of an employee 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 A.5.4 of this schedule.

A.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.

A.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.

A.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.

A.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.

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

A.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

A.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.

A.5 Minimum Wages

A.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 Clause XX in this agreement.

(a) Wage Level

Subject to clause A.5.3 of this schedule, the minimum wages for a trainee undertaking a full - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.8	396.50
Plus 1 year out of school	332.80	396.50	461.40

Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) AQF Certificate Level IV traineeships

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

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

A.5.2 Minimum wages for part - time traineeships

(a) Wage Level

Subject to clauses A.5.2(f) and A.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:

Highest year of schooling completed

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

(b) AQF Certificate Level IV traineeships

(i) Subject to clauses A.5.2(f) and A.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 A.5.2(f) and A.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	21.00	21.82

(f) Calculating the actual minimum wage

(i) Where the full - time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses A.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 A.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 A.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

A.5.3 Other minimum wage provisions

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

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

A.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.

A.6 Employment conditions

A.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.

A.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.

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

A.6.4 Subject to clause A.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

SCHEDULE B – SUPPORTED WAGE SYSTEM

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this 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 employee 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 employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this 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 employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or

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

C.4 Supported wage rates

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

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

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 employee'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 employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union/representative which the employee 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 the employer 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 employee, must be lodged by the employer with Fair Work Australia.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a representative which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the representative by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia 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. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

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

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer 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 employee during the trial period must be no less than the amount as determined by FWC from time to time.

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

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

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

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

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

Change to regular roster or ordinary hours of work

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

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

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

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

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



UOW
PULSE

31 October 2016

AG2016/5446 - Application for approval of the Wollongong UniCentre Ltd Retail Operations Agreement 2016 (“the Agreement”)

Undertaking

Pursuant to section 190 of the *Fair Work Act 2009*, UOW Pulse Ltd provides the following undertaking in respect of the **Wollongong UniCentre Ltd Retail Operations Agreement 2016**.

1. Part-time employees who work in excess of their agreed hours or agreed varied hours will be paid at the overtime rate as stipulated in clause 34 of the Agreement.
2. A Part-time employees’ roster will not be changed to avoid any entitlement under the Agreement.

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

Michael Gillmore
General Manager
UOW Pulse Ltd

Wayne Clark
Assistant General Manager
UOW Pulse Ltd