



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UOW Pulse Ltd
(AG2018/6032)

PULSE UNIACTIVE ENTERPRISE AGREEMENT 2018

Health and welfare services

COMMISSIONER WILSON

MELBOURNE, 18 APRIL 2019

Application for approval of the Pulse UniActive Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Pulse UniActive Enterprise Agreement 2018* (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 Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 April 2019. The nominal expiry date of the Agreement is 25 April 2022.



COMMISSIONER

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Annexure A

04 April, 2019

Commissioner Wilson
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

Please note amendments to Agreement Levels in Attachment A & C were made in this document on October 2020. This resulted in no material changes for employees, but streamlined the Grades and Levels for payroll purposes. Please use Attachment A & C levels to the exclusion of all others. Changes have been made in track changes for transparency.



By Email: Chambers.Wilson.C@fwc.gov.au

Dear Commissioner,

Undertakings - AG2018/6032 – Application for approval of the Pulse UniActive Enterprise Agreement 2018

These written undertakings are provided by UOW Pulse Ltd (Pulse) (ABN 28 915 832 337) in relation to the Application for approval of the Pulse UniActive Enterprise Agreement 2018 (the **Agreement**) pursuant to section 190 of the Fair Work Act 2009 (Cth).

Undertakings are as follows:

1. **Maximum Daily Hours (Clause 18.1.2):**
Vary clause 18.1.2 (f) to read as follows:
'No employee will be rostered to work more than 10 hours on a day (not inclusive of breaks).'

2. **Overtime (Clause 22):**
For the purposes of Clause 22.3 any part time employee who works beyond their agreed weekly pattern of work will be paid overtime unless mutually agreed otherwise in writing. Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter from Monday to Saturday and at the rate of double time on a Sunday.

3. **Parental leave (clause 28.5.1 a):**
For the purposes of Clause 28.5.1(a) will operate subject to the National Employment Standards by providing eligible employees access to adoption leave provided that the child(ren) has been living with the employee or their partner for a period of less than six (6) months.

4. **Attachment B – Allowances:**
For the purposes of Attachment B:
 - The rate payable for a broken shift allowance is 1.7% of the weekly Level 3 base rate as calculated from rates in Attachment A.
 - A leading hand allowance will be paid to all employees categorised as Level 4A or below under the 'Fitness Industry Award 2010' in charge of the following number of employees. The allowance will be calculated as follows:

Number of employees employee in charge of	Amount of the weekly Level 3 rate (as per Att A) rate % per week extra
1 to 5	3.0
6 to 10	4.1
More than 10	5.5

5. Attachment C – Existing Employees:
For the purposes of Attachment C:

- Vary row 4 of the table at paragraph 2 of Attachment A to read as follows:

9.1	<p>For roles classified as Level 1-4 or Level 7 under the 'Fitness Industry Award 2010': Instead of clause 9.1(a) and (b), an existing casual employee will be paid a casual loading of 23%.</p> <p>For roles classified as Level 5 or Level 6 under the 'Fitness Industry Award 2010': Instead of clause 9.1(a) and (b), an existing casual employee will be paid a casual loading of 23% for hours worked Monday – Friday. For hours worked on Saturday and Sunday a casual loading of 28% will apply.</p>
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- Existing permanent employees paid as per Attachment C, categorised at Level 5 and Level 6 classifications only, under the 'Fitness Industry Award 2010' will be paid at the base rate of \$25.85 per hour. Instead of and in place of the table at paragraph 3 at Attachment C the following revised table:


Please use rate table at Attachment C only

Business Area	Job Title	Classification in Agreement	Classification in Award	Ordinary Hourly Rate of Pay	Casual Rate	Casual Rate Sat-Sun
Sports Program (Hub) Front Desk	Customer Service Officer (CSO)	L2	Level 2	25.05	30.81	30.81
Aquatics	Swim School Instructor	L2.1	Level 2	24.31	29.90	29.90
Aquatics	Lifeguard	L3	Level 3	25.04	30.81	30.81
Health & Fitness	Group Exercise Instructor	L3.1	Level 3A	40.65	50.00	50.00
Aquatics	Swim Coach and Instructor	L4	Level 4	24.39	30.00	30.00
Health & Fitness	Health & Fitness Instructor	L4	Level 4	25.05	30.81	30.81
Aquatics	Swim School Administration	L5	Level 5	25.85	31.80	33.09
Aquatics	Swim School Supervisor	L5	Level 5	25.85	31.80	33.09
Aquatics	Swim School Coordinator	L6.1	Level 6	25.85	31.80	33.09
Health & Fitness	Personal Trainer	L6.1	Level 4A	36.59	45.00	45.00
Health & Fitness	Member Services Coordinator	L6.1	Level 6	28.77	35.38	35.38
Health & Fitness	Group Exercise Coordinator	L7	Level 7	36.95	45.45	45.45

I confirm that Pulse does not have any objection to the Agreement being approved with the model consultation terms applying as a term of the Agreement.

I am authorised by Pulse to sign this letter on its behalf.

Yours faithfully,



Shannan Human
Manager – People and Culture
UOW Pulse Ltd.

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

Pulse UniActive
Enterprise Agreement 2018

UNIACTIVE

October 2018

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Part 1. Preliminary

1 Title

- 1.1 This Agreement will be known as the **Pulse UniActive Enterprise Agreement 2018**.

2 Application, duration and scope

2.1 Coverage of the Agreement

- 2.1.1 This Agreement covers:

- (a) UOW Pulse Ltd; and
- (b) all employees of Pulse employed to work in the Pulse UniActive Business Unit except for managers employed as a managers after the commencement of this Enterprise Agreement.

2.2 Duration of the Agreement

- 2.2.1 This Agreement will operate from seven (7) days after it is approved by the Fair Work Commission.

- 2.2.2 The nominal expiry date of the Agreement will be three (3) years from the date on which the Agreement comes into operation.

2.3 Relationship with the National Employment Standards, other Awards

- 2.3.1 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.

- 2.3.2 This Agreement and the NES contain the minimum conditions of employment for employees covered by the agreement.

- 2.3.3 This is a comprehensive Agreement and will not be read in conjunction with any industrial agreement, industrial award or modern award except as expressly provided for within this Agreement.

- 2.3.4 No extra claims will be made by UniActive or the employees during the term of this Agreement.

3 Access to Agreement

This Agreement, the Award and the NES will be made electronically available to the employees.

4 Definitions

- 4.1 In this Agreement, unless the contrary intention appears:

- (a) **2018 EA** means the Pulse UniActive Enterprise Agreement 2018.
- (b) **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.

- (c) **Award** means the *Fitness Industry Award 2010* (MA000094) as amended from time to time.
- (d) **continuous service** means service for any employee in accordance with section 22 of the Act.
- (e) **employee** means an employee of UniActive.
- (f) **existing employee** means an employee who was employed before the approval of this Agreement.
- (g) **immediate family** includes a partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a partner of the employee.
- (h) **NES** means the National Employment Standards as contained in Part 2 of the Act and as amended from time to time.
- (i) **new employee** means an employee who was employed after the approval of this Agreement.
- (j) **ordinary hourly rate of pay** means the permanent employee ordinary hourly rate of pay as set out in the wage tables in Attachment A to this Agreement.
- (k) **permanent employee** means a full-time or part-time employee.
- (l) **UniActive** means UOW Pulse Ltd (ABN 28 915 832 337) UniActive Business Unit.
- (m) **UniActive Business Unit** means an employee employed in one of Health and Fitness, Aquatics or Sport and Recreation programs or services.

Part 2. Employment Types

5 Types of Employment

5.1 Types of Employment

Employees will be employed in one of the following categories:

- (a) full-time employee; or
- (b) part-time employee; or
- (c) maximum term employee; or
- (d) casual employee.

5.2 Nothing in this Agreement shall prevent UniActive from engaging an employee in any type of employment including those set out in clause 5.1 of this Agreement to meet operational requirements.

5.3 Confirmation of Employment

At the time of engagement UniActive will inform each employee in writing of the terms of their engagement, including:

- (a) the category of their employment;

- (b) whether a probationary period applies and, if so, the duration of the period;
- (c) if the person is engaged as a maximum employee, the project or task in relation to which the person has been engaged and/or the duration of the engagement; and
- (d) the main instruments governing the terms and conditions of employment.

6 Full-time Employees

6.1 A full-time employee is:

- (a) a new employee who is engaged to work an average of 38 hours per week.

7 Part-time Employees

7.1 A part-time employee is:

- (a) a new employee who is engaged work less than 38 hours per week.

7.2 Regular pattern of work

7.2.1 At the time of engagement UniActive and a part-time employee will agree in writing on a regular pattern of work, including:

- (a) the hours worked each day;
- (b) the days worked; and
- (c) the starting and finishing times each day.

7.3 Unless otherwise stated, a part-time employee will receive on a pro rata basis equivalent pay and conditions to full-time employees.

7.4 Where an employee seeks to work less than their contracted hours in a week they must receive approval from UniActive to change their shift. Where the employee is not able to swap or give away their shift they can make a request to UniActive for annual leave or unpaid leave.

8 Maximum Term Employment

8.1 UniActive may engage employees on a maximum term contract as either full-time or part-time employee provided that such periods shall:

- (a) not be less than one (1) month; and
- (b) not be more than 24 months duration.

8.2 Prior to commencement of a maximum 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 maximum term employment.

8.3 Employees will only be engaged on a maximum term contract where:

- (a) a position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task; or
- (b) the position is vacant as a result of an employee's absence on leave;
- (c) the position is funded from a specific purpose external grant.

- 8.4 An employee who accepts a change to a maximum term contract shall not be disadvantaged in respect to their terms and conditions of employment.
- 8.5 Where an employee varies their employment contract to a maximum term contract, such an employee shall, at the conclusion of the maximum term period revert to their previous position, or a position of employment which is no less advantageous to the employee than that which existed immediately prior to the maximum term contract.

9 Casual Employees

- 9.1 A casual employee is an employee who is engaged as such and paid the normal hourly rate applicable to a permanent employee of the same classification plus a casual loading of:
- (a) 25% for ordinary hours of work performed on Monday to Friday; and
 - (b) 30% for ordinary hours of work performance on a Saturday, Sunday or public holiday.
- 9.2 Casual employees are not entitled to any paid leave or entitlements, unless specified otherwise. The casual loading is paid in lieu of payment for public holidays on which they do not work and all paid leave entitlements (including annual leave, personal leave and parental leave).
- 9.3 Each work period for a casual is a separate and distinct period of service. UniActive is under no obligation to provide a casual employee with regular work.

10 Probation

- 10.1 A person engaged as a full-time or part-time employee will be on probation for a period of six (6) months. Prior to the expiry of the probationary period, the employee's performance will be reviewed and the employment will be confirmed or terminated.
- 10.2 An employee on probation must be given one (1) week's notice of termination or payment in lieu thereof. The period of notice in this clause does not apply in the case of termination for serious and wilful misconduct.

Part 3. Classifications and Wages

11 Classifications and Duties

- 11.1 The classifications covered by this Agreement are specified in Attachment A.
- 11.2 UniActive may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training, consistent with the relevant classification structure.

12 Wage Rates and Increases

- 12.1 The wage rates that will apply to new employees from the commencement of this Enterprise Agreement are set out in Attachment A. From 2019, UniActive will increase the Enterprise Agreement wage tables for new employees (Attachment A herein) in accordance with determinations of the Fair Work Commission.
- 12.2 The wage rates that will apply to existing employees from the commencement of this Enterprise Agreement are set out in Attachment C. From 2019, UniActive will increase the Enterprise

Agreement wage tables for existing employees (Attachment C herein) in accordance with determinations of the Fair Work Commission.

- 12.3 A junior employee will be paid the following percentages of the ordinary hourly rates of pay set out in Attachment A to this Agreement:

Age	%
16 years of age or under	55
17 years of age	65
18 years of age	100
19 years of age	100

13 Payment of Wages

- 13.1 Wages will be paid to employees fortnightly in arrears by electronic funds transfer into the bank or financial institution account nominated by the employee.
- 13.2 Payment of wages will be made on the same day each week except in cases where that day falls on a public holiday, in which case payment will be effected one day later than normal.
- 13.3 Where practicable, pay slips will be issued to employees on the same day that electronic funds transfer occurs.
- 13.4 UniActive may change the day each week when payment is normally made by giving employees thirty (30) days notice in advance.

14 Higher Duties

- 14.1 An employee appointed by UniActive to perform the work of a classification higher than the employee's usual classification must be paid at least the rate applicable to the higher classification for the hours worked.

15 Allowances

- 15.1 The Agreement's allowances, including allowances increases, are set out in Attachment B to this Agreement.

15.2 First Aid Allowance

If an employee is appointed by UniActive as a nominated First Aider to perform first aid duty and holds a current first aid qualification, the employee is entitled to the allowance as set out in Attachment B for that shift.

15.3 Vehicle Allowance

An employee who reaches agreement with UniActive to use their own motor vehicle on the employer's business, must be paid the allowance as set out in Attachment B.

15.4 Broken Shift Allowance

If an employee works a rosterd broken shift, the employee is entitled to the allowance as set out in Attachment B for that shift.

15.5 Overtime Meal Allowance

If an employee works overtime for one and half hours or more, the employee is entitled to the allowance as set out in Attachment B for that shift.

15.6 Laundry Allowance

If an employee is supplied a uniform the employee will be paid an allowance as set out in Attachment B.

16 Uniforms

16.1 UniActive may supply employees with uniforms and will replace uniforms subject to fair wear and tear. Such uniforms will be worn as required by UniActive and be kept clean and in good repair (fair wear and tear excepted).

16.2 An employee will not be required to wear a uniform unless the uniform is provided to them. This does not prevent UniActive from time-to-time setting preferred dress standards (eg plain black shorts) which is not uniform and to which the laundry allowance does not apply.

16.3 The employees must return to UniActive all uniforms supplied to them on termination of employment.

17 Superannuation

17.1 Employer Contributions

17.1.1 UniActive will make statutory superannuation contributions on behalf of the employees in accordance with the relevant rates and contribution limit prescribed from time to time in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

17.1.2 The superannuation contributions will be made by UniActive into a complying superannuation fund nominated by the employee.

17.1.3 If the employee does not nominate a fund or scheme, superannuation contribution will be paid into AustralianSuper.

17.2 Voluntary Employee Contributions

17.2.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise UniActive to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 17.1.

17.2.2 An employee may adjust the amount the employee has authorised UniActive to pay from the wages of the employee from the first of the month following the giving of three (3) months' written notice to UniActive.

17.3 Absence from work

17.3.1 Subject to the governing rules of the relevant superannuation fund, UniActive will also make employer and employee voluntary superannuation contributions:

- (a) Paid leave - while the employee is on any paid leave;

- (b) Work-related injury or illness - for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from UniActive in accordance with the statutory requirements; and
 - (ii) the employee remains employed by UniActive.

Part 4. Hours of Work

18 Rostering

18.1 Rostering principles

18.1.1 UniActive will at all times be able to roster and allocate any employee individually in a flexible manner. However, regard is to be given to fairness and equity of shift distribution and allocation for both the individual employees and other employees on the roster.

18.1.2 The detail of rostering/allocation arrangements will be based upon a fair balance between the needs of the business and an employee's right to fair and reasonable lifestyle. In that regard, the following principles will apply:

- (a) UniActive will publish rosters seven (7) days in advance, except in the case of an emergency, which specify the days on which employees will be required to work and the shifts on which they will work;
- (b) rostering will be sufficiently flexible to ensure a correct match between periods of demand and availability of people;
- (c) casual employees will be subject to a minimum period of engagement of 3 hours;*

*A casual employee who is classified as a Level 2, 3, 3A, 4 or 4A instructor or trainer may be engaged for a minimum period of one hour's work at the appropriate rate or be paid per engagement for a minimum of one hour's work at the appropriate rate.

- (d) part-time employees will be rostered for a minimum of three (3) consecutive hours per shift or a minimum of three (3) hours, exclusive of meal breaks, on a broken shift;
- (e) an employee may be rostered to work a broken shift on a day provided the shift is not broken into more than two (2) parts, a three (3) hour minimum shift length applies to each shift and the total span for the day is not more than 12 hours;
- (f) no employee will be rostered to work more than 10 hours on a day (not inclusive of breaks), 12 hours where mutually agreed;
- (g) ordinary hours will not be rostered with less than 10 hours between shifts.

18.1.3 An employee is entitled to a minimum 10 hour break between shifts. An employee required by the UniActive to resume work without having a break of at least 10 hours between rostered shifts must be paid at the rate of double time for all time worked until they have had a break from work of at least 10 hours.

18.1.4 Shift Extensions

18.1.5 Where a part-time employee agrees, once they have attended work, to extend a shift, double time or overtime will not apply until or unless the employee works more than ten (10) hours on that shift.

18.2 Shift Pick-Up

18.2.1 Where a part-time employee elects but is not required to pick-up a shift, the employee will be paid at their ordinary rate of pay (including any penalties that may apply).

18.2.2 Where a part-time employee elects but is not required to pick-up a shift, double time or overtime will not apply unless the picked up shift results in the part-time employee working more than ten (10) hours in a day, more than 38 hours in a week or more than five (5) shifts in a working week.

19 Breaks

19.1 Meal Breaks

19.1.1 An employee must be given an unpaid meal break of not less than 30 minutes and not more than 60 minutes no later than five (5) hours after commencing work and five (5) hours after the resumption of work from a previous meal break.

19.1.2 An employee required to work through a meal break must be paid double time for all time so worked until a meal break is allowed.

19.2 Rest Breaks

19.2.1 An employee, except a casual employee who works three (3) hours or less per shift, must be allowed a paid 10 minute rest break between their time of commencing work and their meal break and a paid 10 minute rest break between their meal break and their time of ceasing work for the day.

20 Hours of Work

20.1 Ordinary Hours of Work

20.1.1 The ordinary hours of work will be worked between the hours of:

- (a) Monday to Friday, 4:30am to 11:00pm; and
- (b) Saturday and Sunday, 6.00am to 9:00pm.

21 Shift Penalties

21.1 Penalties

21.1.1 A permanent employee will receive the below listed percentages for working at the times specified in addition to the employee's ordinary hourly rate of pay:

Shift type	Loading
Monday to Friday 4.30am to 5.00am	150%
Saturday	125%

Shift type	Loading
Sunday	150%
Public holidays	250%

22 Overtime

22.1 UniActive may request employees to work reasonable overtime.

22.2 Time Off In Lieu

22.2.1 An employee will be compensated for working overtime in the form of time off in lieu (TOIL) calculated on an hour for hour basis.

22.2.2 Wherever possible, an employee shall be given at least 48 hours notice of any overtime to be worked. Where such notice is not given, an employee shall not be required to work overtime where the employee can satisfy UniActive that there is good and sufficient reason why they cannot work overtime that day.

22.2.3 The maximum number of hours of TOIL of overtime that may be accumulated under this clause by an employee shall not exceed the number of hours in the staff member's ordinary working week.

22.2.4 TOIL which is accumulated pursuant to this clause shall be taken at a time mutually agreed upon between the employee concerned and UniActive, provided that the time off shall be taken within a period of three (3) months from the time that the overtime was performed.

22.3 Payment for overtime

22.3.1 Payment for overtime in accordance with this clause shall only apply where approved by the employee's manager prior to the overtime being performed.

22.3.2 All time worked by an employee outside the spread of hours (19.1), and in excess of an average of 38 hours per week in a pay period or in excess of 10 hours on any day is deemed to be overtime and must be paid at the rate of time and a half for the first two hours and double time thereafter from Monday to Saturday and at the rate of double time on a Sunday.

22.4 An employee will not be entitled to TOIL or to be paid at overtime rates or receive an overtime meal allowance if the employee works overtime as a result of swapping a shift or shifts with another employee and not as a result of being requested by UniActive to work the overtime.

Part 5. Leave

23 Annual Leave

23.1 Entitlement

23.1.1 A permanent employee will be entitled to four (4) weeks annual leave paid at their ordinary hourly rate of pay per anniversary year accruing progressively on their ordinary hours of work.

23.1.2 Annual leave must be taken at mutually agreed times and subject to the operational requirements of UniActive.

23.1.3 No requests for annual leave will be unreasonably refused.

23.2 **Excessive Leave Accruals**

- 23.2.1 Annual leave will be permitted to accrue to a maximum of eight (8) weeks before a period of annual leave will be scheduled by agreement between the employee and UniActive.
- 23.2.2 Failing agreement on the timing of annual leave, leave will be taken at a time fixed by UniActive in accordance with UniActive policies and having regard for operational requirements of UniActive.

23.3 **Annual Leave Loading**

- 23.3.1 Annual leave loading will be paid on the first pay day 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.
- 23.3.2 Employees shall be granted an annual leave loading equivalent to 17.5% of four (4) weeks ordinary wages as at 31 December.
- 23.3.3 Upon termination of employment with UniActive, an employee who has not been paid an annual leave loading will be paid the loading (pro rata at date of termination).

23.4 **Cashing out Annual Leave**

- 23.4.1 An employee may request, in writing, to cash out a particular portion of their annual leave. Where the employee is under 18 years of age, the request must be counter-signed by the employee's parent or guardian.
- 23.4.2 Annual leave will not be cashed out if it would result in the employee's remaining annual leave accruals being less than four (4) weeks.
- 23.4.3 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 23.4.4 Annual leave will not be cashed out if the employee has not taken at least two (2) weeks annual leave in the previous 12 months.
- 23.4.5 Once annual leave is cashed out it will no longer be available as annual leave.

23.5 **Personal Leave during Annual Leave**

Where an employee, who is eligible for sick leave, produces a satisfactory medical certificate that the employee has been incapacitated for a period of one week or more whilst on annual leave, UniActive shall recredit the employee with an equivalent period of annual leave, provided that no such recredit shall be granted to an employee on annual leave prior to retirement, resignation or termination of service.

24 **Personal Leave**

24.1 **Paid personal leave**

- 24.1.1 Personal leave is sick leave and carer's leave.
- 24.1.2 An employee, not including a casual employee, will be entitled to ten (10) days personal leave each completed year of service which accrues progressively during a year of service according to an employee's ordinary hours of work and accumulates from year to year.
- 24.1.3 An employee may take paid personal leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's Immediate Family, or a member of the employees' household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

24.1.4 Personal leave is payable at the employee's ordinary hourly rate of pay.

24.1.5 An employee is not entitled to:

- (a) be paid for their accumulated personal leave on termination; or
- (b) be paid personal leave for any period of time the employee is receiving worker's compensation payments; or
- (c) cash out paid personal leave.

24.2 Unpaid carer's leave

24.2.1 An employee, including a casual employee, is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the employee's Immediate Family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, effecting the member; or
- (b) an unexpected emergency affecting the member.

24.2.2 An employee is only entitled to unpaid carer's leave if the employee has no:

- (a) entitlement to paid personal leave; or
- (b) accrued paid personal leave.

24.3 Notification

An employee shall, within 24 hours of the commencement of shift, inform their manager (by telephone conversation) of their inability to attend work so as to allow UniActive to make alternative staffing arrangements. The employee is to indicate the reason why and expected duration of the absence.

24.4 Supporting Documentation

24.4.1 UniActive may request, and the employee must provide, a medical certificate or statutory declaration to support any application for personal or carer's leave when:

- (a) an employee takes two (2) days or more of personal leave on the one occasion;
- (b) an employee takes a day of personal leave immediately before, on or after a public holiday, a rostered day off, a period of leave, a weekend or other scheduled period away from work;
- (c) an employee takes personal leave on a public holiday on which the employee was rostered to work; or
- (d) an employee has taken 3 periods of personal leave in any 12 month period.

- 24.4.2 Where an employee has reported for duty and UniActive has reason to believe the employee is not fit for duty, UniActive may require the employee to attend a UniActive medical provider. In such instances, UniActive will be at liberty to discuss the employee's fitness for duty with the provider.

25 Public Holidays and Concessional Days

25.1 Public Holidays

- 25.1.1 Public holidays will be provided for in accordance with the NES.
- 25.1.2 When a public holiday falls on an employee's ordinary working day, and the employee is not required to work on such a day, the employee will be paid at the ordinary rate of pay for the ordinary hours that the employee would have worked on such a day had it not been a public holiday.
- 25.1.3 Where a permanent employee is required to work on a public holiday they shall be:
- (a) paid in 250% of their ordinary rate of pay for the time so worked; or
 - (b) provided another day in place of the public holiday to be taken at another time.
- 25.1.4 Employees working on a public holiday will receive a minimum payment of four (4) hours pay.
- 25.1.5 An employee may refuse a request to work on a public holiday provided that the refusal is reasonable or the request is unreasonable

25.2 Concessional Days

- 25.2.1 Subject to UniActive maintaining concessional days, permanent employees will receive concessional days being all other days falling between Christmas Day and New Year's day without loss of pay. Part-time employees will be paid an average of hours worked in the month of December immediately prior to the Christmas/New Year concessional period.
- 25.2.2 In the event Pulse discontinues the concessional period, permanent employees will be provided with one (1) additional public holiday day (pro rata for part-time employees) with pay, to be taken by agreement within six (6) weeks from 2 January.

26 Domestic Violence Leave

- 26.1 UniActive recognises that employees sometimes face situations of domestic violence or abuse in their personal life perpetrated by a family member either during a relationship or after separation.
- 26.2 UniActive is committed to providing support to employees that experience domestic violence and will treat all such matters with confidentiality.
- 26.3 A permanent employee experiencing domestic violence will be provided up to five (5) days paid leave per calendar year to attend court, medical appointments and other activities related to domestic violence. Personal leave may then be used by an employee experiencing domestic violence to attend to these activities.
- 26.4 An employee may be required to produce suitable evidence that domestic violence has occurred such as a document issued by the police service, a court, a doctor, a district nurse, a lawyer or in a statutory declaration.

27 Compassionate Leave

27.1 Paid compassionate leave

27.1.1 An employee, excluding casual employees, is entitled to two (2) days of paid compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

27.2 Unpaid compassionate leave

Casual employees are entitled to unpaid compassionate leave for each occasion set out in sub-clause 27.1.1,

27.3 Supporting evidence

An employee may be directed by UniActive to provide medical evidence supporting such leave requests.

28 Parental Leave

28.1.1 Entitlement

28.1.2 Employees shall be entitled to 12 months parental leave in accordance with the provisions of this clause if they have completed at least 40 weeks continuous paid service with UniActive 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.

28.1.3 Requests for more than 12 months Parental Leave must be in writing and be provided at least 4 weeks prior to the end of the first 12 month period. UniActive must respond in writing to the request within 21 days of the request being made. The request can only be refused on reasonable business grounds and if there is a refusal the notice must include details.

28.1.4 Casual employees shall not be entitled to paid parental leave.

28.1.5 Parental leave is a broader leave description that encompasses:

- (a) parental leave as the primary care giver;
- (b) partner leave;
- (c) adoption leave;
- (d) foster parent leave

28.1.6 Part-time employees entitled to parental leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.

28.1.7 Employees shall make an application for parental leave at least four (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.

- 28.1.8 UniActive shall confirm parental leave arrangements in writing prior to the commencement of leave.
- 28.1.9 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.
- 28.1.10 Where paid parental leave is applicable then payment shall be made in accordance with UniActive's normal pay periods. No lump sum payments will be made.
- 28.1.11 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.
- 28.1.12 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.
- 28.1.13 Unpaid parental leave shall not count as service for the purpose of long service leave, but will not affect continuity of service.
- 28.1.14 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.
- 28.1.15 An employee shall not be able to access any other type of leave except as provided for in clause 28.1.11, whilst on approved parental leave as provided for in this clause.
- 28.1.16 Except for the provisions in clause 28.1.9, the parents may not normally be on parental leave at the same time, in respect of the same child(ren).
- 28.2 Parental Leave as The Primary Care Giver**
- 28.2.1 An employee who has completed 40 weeks continuous paid service in accordance with clause 28.1.2 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:
- (a) 12 weeks paid parental leave at the employee's ordinary pay. This paid parental leave may be taken as 24 weeks at half pay;
 - (b) annual leave or long service leave;
 - (c) unpaid leave up to the balance of the 52 weeks.
- 28.2.2 An employee who takes parental leave as the primary care giver shall not be eligible for partner leave in respect of the same child(ren).
- 28.2.3 An employee shall normally commence parental leave between four (4) weeks and eight (8) weeks prior to the anticipated date of the birth of their child. Where an employee continues to work during the last four (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 parental leave earlier than eight (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, parental leave will be allowed to commence earlier, in accordance with the medical certificate.

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

28.2.5 At the completion of parental leave the employee must return to work in accordance with the provisions of clause 28.3 below.

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

28.3 **Resumption of Duty at the Completion of Parental Leave**

28.3.1 An employee is entitled to return to the position and work pattern that they held immediately before commencing parental leave. If this position no longer exists, UniActive 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.

28.3.2 An employee must be available to return to the position and work pattern that they held immediately prior to commencing parental leave at the end of their parental leave in accordance with this clause unless:

- (a) they have submitted their resignation and given appropriate notice, or
- (b) they have written confirmation from UniActive of other agreed arrangements, or
- (c) the provisions of clause 28.3.2 apply otherwise they will be deemed to have abandoned their employment and will be notified accordingly.

28.4 **Partner Leave**

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

28.5 **Adoption Leave**

28.5.1 An employee who has completed 40 weeks continuous paid service and is a primary carer in a legal adoptive situation, provided that:

- (a) the child(ren) has been living with the employee or their partner for a period of less than three (3) months; or
- (b) is not a child or step-child of the employee or the partner of the employee the employee shall be entitled to adoption leave.

28.5.2 Any employee entitled to adoption leave and who is the primary care giver shall be entitled to the same entitlements available for parental leave provided that any reference in the parental 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.

28.6 **Foster Parent Leave**

- 28.6.1 An employee acting as the primary care giver of a foster child who is placed into their family for an anticipated period in excess of six (6) months will be entitled to access up to five (5) days paid foster parent leave from the time that the child enters their care.
- 28.6.2 Satisfactory evidence will need to be provided to UniActive to confirm the foster arrangement and the intended period of placement.

28.7 **Pre-natal Leave**

An employee who is entitled to parental leave as the primary care giver 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.

29 **Community Service Leave**

- 29.1 An employee who engages in an 'eligible community service' is entitled to be absent from employment to engage in the activity plus reasonable travel time associated with the activity and reasonable rest time following the activity.
- 29.2 'Eligible community service' includes:
- (a) jury service;
 - (b) voluntary emergency management activity*; or
 - (c) any activity prescribed by the regulations to the Act.

*This includes an activity that involves 'dealing with an emergency or a natural disaster'; and the activity is voluntary; and the employee is a member of the recognised management body; and the employee was requested to engage in the activity (or it was reasonable for them to assume a request would be made).

- 29.3 An employee must provide UniActive notice of the leave as soon as practicable including notification of the expected period of the leave. UniActive may require an employee to provide them reasonable evidence they have been engaging in an eligible community service activity.
- 29.4 Employees will not be paid for community service leave except as provided in the NES.
- 29.5 Under this Agreement, employee jury service leave entitlements will be in accordance with the Act.

30 **Long Service Leave**

- 30.1 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.

Part 6. General Employment Matters

31 Termination of Employment

31.1 Termination by UniActive

31.1.1 Should UniActive wish to terminate the employment of a permanent employee the following period of notice, or payment in lieu, at the employee's ordinary hourly rate of pay will apply in accordance with the following termination pay table:

Period of continuous employment	Notice
Less than 6 months	1 week
6 months but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

31.1.2 A permanent employee, 45 years of age and over, is entitled to one week's extra notice, providing the employee has completed at least two (2) years of continuous employment.

31.1.3 Any employee who is guilty of serious and wilful misconduct may be instantly dismissed and will only be paid up to the time of dismissal.

31.2 Termination by an Employee

31.2.1 The notice of termination required to be given by an employee is the same as that required of UniActive except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

31.2.2 If an employee fails to give the required notice UniActive may withhold from any monies due to the employee on termination, an amount not exceeding the amount the employee would have been paid respect of the period of notice required by this clause less any period of notice actually given by the employee.

31.3 Job Search Entitlement

31.3.1 Where UniActive has given notice of termination to an employee, an employee must be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment.

31.3.2 The time off is to be taken at times that are convenient to the employee after consultation with UniActive.

31.3.3 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of UniActive, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

32 Redundancy

32.1 Entitlement

32.1.1 Redundancy will be provided to permanent employees in accordance with the NES as follows:

Period of continuous employment	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

32.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy, the employee will maintain the employee's pre-transfer ordinary hourly rate of pay for a period of notice as per the notice requirements in clause 31.1.1.

32.3 Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of notice.

32.4 Job Search Entitlement

32.4.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

32.4.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of UniActive, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

32.4.3 This entitlement applies instead of clause 31.3.

32.5 Suitable Alternative Employment

The employee will not be entitled to a redundancy payment if suitable alternative employment is found for the employee by UniActive whether or not that suitable alternative employment is accepted by the employee.

32.6 **Long Service Leave on Redundancy**

Where an employee with five (5) years or more continuous service is made redundant, the employee will receive long service leave payments (which may be pro-rated, depending on the length of service above five years) as part of their severance package.

Part 7. General Employment Matters

33 Qualifications and Training

33.1 UniActive will pay the normal costs of renewing First Aid Certificates and CPR for permanent employees.

33.2 All employees will be available to undertake any training as required by UniActive and to train other persons (including casuals) when required by UniActive. All training will take place in accordance with operational requirements as determined by UniActive and UniActive will, for all training, have the right to determine who is trained.

34 Dispute Settlement Procedure

34.1 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

34.2 UniActive Procedure

Any dispute or grievance that arises at the workplace between an employee and UniActive about the interpretation or application of this Agreement, the NES or in relation to any matters pertaining to the relationship of UniActive and employee will be dealt with in the following manner:

- (a) the matter must first be discussed by the aggrieved employee(s) directly with his or her or their immediate supervisor;
- (b) if the matter remains in dispute, it must next be discussed with the supervisor's immediate superior or another representative of the UniActive appointed for the purpose of this procedure. An employee representative attend and participate in this discussion provided that the employee representative attends at the request of the employee;
- (c) if the matter remains in dispute, it must next be discussed with the relevant UniActive manager.

34.3 Fair Work Commission

34.3.1 If the matter remains in dispute, it can next be submitted to the Fair Work Commission for conciliation.

34.3.2 If the matter is not resolved in conciliation conducted by the Fair Work Commission, if the parties agree the Fair Work Commission may proceed to arbitrate the dispute and/or otherwise determine the rights and/or obligations of the parties to the dispute (subject to the parties appeal rights).

- 34.4 Until the matter is resolved by agreement, conciliation or arbitration, work will continue in accordance with the status quo. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- 34.5 For the avoidance of doubt, where a decision or change has been made, the status quo means the way work was performed prior to the dispute arising.
- 34.6 The parties must co-operate to ensure that these procedures are carried out expeditiously. The parties undertake to resolve any disputes in a timely manner in accordance with these procedures.

35 Consultation

35.1 Application

This clause applies if UniActive:

- (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.

35.1.2 In this clause 'relevant employees' means the employees who may be affected by a change referred to in either clause 35.2 or 35.3.

35.2 Major change

35.2.1 For a 'major change' referred to in clause 35.1(a):

- (a) UniActive must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 35.2.2 to 35.2.7 apply.

35.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

35.2.3 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise UniActive of the identity of the representative;

UniActive must recognise the representative.

35.2.4 As soon as practicable after making its decision, UniActive 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) the measures UniActive 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.

35.2.5 However, UniActive is not required to disclose confidential or commercially sensitive information to the relevant employees.

35.2.6 UniActive must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

35.2.7 In this clause, 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 UniActive'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.

35.3 **Change to Regular Roster or Ordinary Hours of Work**

35.3.1 For a change referred to a 'regular roster':

- (a) UniActive must notify the relevant employees of the proposed change; and
- (b) Clauses 35.3.2 to 35.3.6 apply.

35.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

35.3.3 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise UniActive of the identity of the representative;
- UniActive must recognise the representative.

35.3.4 As soon as practicable after proposing to introduce the change, UniActive 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 UniActive reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that UniActive 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).
- 35.3.5 However, UniActive is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 35.3.6 UniActive must give prompt and genuine consideration to matters raised about the change by the relevant employees.

36 Individual Flexibility Arrangement

36.1 Making an individual flexibility arrangement

36.1.1 UniActive and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms concerning:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances.

36.1.2 The arrangement must meet the genuine needs of UniActive and the employee; and be genuinely agreed to by UniActive and the employee.

36.1.3 UniActive must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

36.1.4 UniActive must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of UniActive and the employee; and
- (c) is signed by UniActive 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 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.

36.1.5 UniActive must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

36.2 Terminating an individual flexibility arrangement

UniActive or the 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 UniActive and the employee agree in writing at any time.

Part 8. Signature Section

<p>Signed on behalf of UniActive by:</p> <p>Name: <u>TONY WRIGHTSON</u></p> <p>Date: <u>25/10/18</u></p> <p>Position: <u>Head of Sport & Fitness</u></p> <p>Address: <u>c/o Building 13</u> <u>University of Wollongong</u></p> <p>A person duly authorised by the employer to sign on the employer's behalf </p>	<p>Signed on behalf of the employees by:</p> <p>Name: <u>Sharyn Cahill</u></p> <p>Date: <u>25.10.18</u></p> <p>Position: <u>Group Exercise Coordinator</u></p> <p>Address: <u>c/o Building 13</u> <u>14/27 University of Wollongong</u></p> 
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Attachment A – Classifications and Rates of Pay

1. The classifications and wage rates for a new employee will be as follows:

Business Area	Job Title	Classification in Agreement	Classification in Award	Ordinary Hourly Rate of Pay	Casual Mon - Fri Rate	Casual Sat, Sun, PH Rate
Sports Program (Hub)	Customer Service Officer (CSO)	L2	Level 2	19.96	24.95	25.94
Front Desk						
Aquatics	Swim School Instructor - Step 1	L2.1	Level 2	20.00	25.00	26.00
	Swim School Instructor - Step 2	L2.1 L2.2		20.80	26.00	27.04
	Swim School Instructor - Step 3	L2.1 L2.3		21.60	27.00	28.08
Aquatics	Lifeguard	L3	Level 3	21.43	26.79	27.86
Health & Fitness	Group Exercise Instructor - Step 1	L3.1	Level 3A	35.20	44.00	45.76
	Group Exercise Instructor - Step 2	L3.1 L3.2		37.60	47.00	48.88
	Group Exercise Instructor - Step 3	L3.1 L3.3		40.00	50.00	52.00
Aquatics	Swim Coach	L4 L4 L4	Level 4	23.51	29.39	30.57
Aquatics	Senior Swim School Instructor		Level 4	23.51	29.39	30.57
Health & Fitness	Health & Fitness Instructor		Level 4	23.51	29.39	30.57
Aquatics	Swim School Administration	L5	Level 5	25.97	32.47	33.77
Aquatics	Swim School Supervisor	L5	Level 5	25.97	32.47	33.77
Aquatics	Swim School Coordinator	L6.1 L6.1	Level 6	26.40	33.00	34.32
Health & Fitness	Member Services Coordinator		Level 6	26.40	33.00	34.32
Health & Fitness	Personal Trainer	L6.2 L6.1	Level 4A	28.80	36.00	37.44
Health & Fitness	Group Exercise Coordinator	L7	Level 7	26.75	33.44	34.78

Attachment B – Allowances

Allowance	Amount from Approval Date	Amount from first anniversary of Approval Date	Amount from second anniversary of Approval Date
First Aid Allowance	0.32% of Level 3 \$6.85 per day	0.32% of Level 3	0.32% of Level 3
Vehicle Allowance	\$0.78 per kilometre travelled	As per FIA	As per FIA
Broken Shift Allowance	1.7% per day of Level 3	1.7% per day of Level 3	1.7% per day of Level 3
Overtime Meal Allowance	\$11.37	As per FIA	As per FIA
Laundry Allowance	\$1.97 per day to a max of 6 per fortnight	As per FIA increase	As per FIA increase

Attachment C – Existing Employees

1. This attachment (Attachment C) applies to an existing employee. This attachment does not apply to a new employee.
2. Attachment C will vary the effect of certain clauses in the Enterprise Agreement as set out below:

Clause	Variation
6.1(a)	Instead of 6.1(a), an existing employee (full time) is engaged to work an average of 35 hours per week.
7.1	<p>Instead of 7.1(a), an existing employee (part time) is engaged to work less than 35 hours per week.</p> <p>Instead of 7.2, a part time existing employee will have a regular number of hours a week. Where a part time existing employee works more hours per week than the employee's regular hours of work per week, but not in excess of the ordinary hours of duty for a full time existing employee, in the same classification such employee shall be paid at the ordinary rate of pay for each additional hour so worked.</p>
9.1	Instead of clause 9.1(a) and (b), an existing casual employee will be paid a casual loading of 23%.
21	Clause 21 Shift Penalties do not apply to exiting employees due to the higher loaded rate of pay.
32	<p>Instead of the redundancy payment table at clause 32.1.1, an existing employee will be entitled to to a severance payment calculated on the basis of 4 weeks pay where the length of service is less than 1 year and for service in excess of 1 year, 2 weeks pay for each additional completed year of service up to a maximum of 36 weeks. An existing employee aged 45 years or more shall be entitled to an additional 4 weeks pay.</p> <p>Instead of the transfer to lower paid duties payment at 32.2, an existing employee who has agreed to be redeployed to a position at a level lower than their previous salary level will receive salary maintenance at their previous rate of pay for a period of 52 weeks.</p>
24.1.2	Instead of the 10 days personal leave at clause 24.1.2, an existing employee will be entitled to 19 days personal leave.
28.1.2	For parental leave, an existing employee who is the primary care giver who has completed 40 weeks continuous paid service, or an eligible casual existing

	employee shall be entitled to 14 weeks paid parental leave at ordinary pay. This parental leave may be taken at 28 weeks at half pay.
30	For long service leave, an existing employee's long service leave payment will be 65 working days at 10 years. For service between 10-15 years leave will accrue proportionately on the basis of 6.5 working days per year. For service in excess of 15 years leave will accrue proportionately on the basis of 11 working days per year. Long service leave may be taken twice the length but on half pay.

3. The wage rates for an existing employee will be as follows at a minimum or at a higher rate as otherwise advised in writing:

Business Area	Job Title	Classification in Agreement	Classification in Award	Ordinary Hourly Rate of Pay	Casual Rate	Casual Rate Sat-Sun
Sports Program (Hub) Front Desk	Customer Service Officer (CSO)	L2	Level 2	25.05	30.81	30.81
Aquatics	Swim School Instructor	L2.1	Level 2	24.31	29.90	29.90
Aquatics	Lifeguard	L3	Level 3	25.04	30.81	30.81
Health & Fitness	Group Exercise Instructor	L3.1	Level 3A	40.65	50.00	50.00
Aquatics	Swim Coach and Instructor	L4	Level 4	24.39	30.00	30.00
Health & Fitness	Health & Fitness Instructor	L4.1	Level 4	25.05	30.81	30.81
Aquatics	Swim School Administration	L5	Level 5	24.39	30.00	33.09
Aquatics	Swim School Supervisor	L5	Level 5	24.39	30.00	33.09
Aquatics	Swim School Coordinator	L5L6.4	Level 6	24.39	30.00	33.09
Health & Fitness	Member Services Coordinator	L6.1	Level 6	28.77	35.38	35.38
Health & Fitness	Personal Trainer	L6.24	Level 4A	36.59	45.00	45.00
Health & Fitness	Group Exercise Coordinator	L7	Level 7	36.95	45.45	45.45

04 April, 2019

Commissioner Wilson
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000



By Email: Chambers.Wilson.C@fwc.gov.au

Dear Commissioner,

Undertakings - AG2018/6032 – Application for approval of the Pulse UniActive Enterprise Agreement 2018

These written undertakings are provided by UOW Pulse Ltd (Pulse) (ABN 28 915 832 337) in relation to the Application for approval of the Pulse UniActive Enterprise Agreement 2018 (the **Agreement**) pursuant to section 190 of the Fair Work Act 2009 (Cth).

Undertakings are as follows:

1. Maximum Daily Hours (Clause 18.1.2):

Vary clause 18.1.2 (f) to read as follows:

'No employee will be rostered to work more than 10 hours on a day (not inclusive of breaks).'

2. Overtime (Clause 22):

For the purposes of Clause 22.3 any part time employee who works beyond their agreed weekly pattern of work will be paid overtime unless mutually agreed otherwise in writing. Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter from Monday to Saturday and at the rate of double time on a Sunday.

3. Parental leave (clause 28.5.1 a):

For the purposes of Clause 28.5.1(a) will operate subject to the National Employment Standards by providing eligible employees access to adoption leave provided that the child(ren) has been living with the employee or their partner for a period of less than six (6) months.

4. Attachment B – Allowances:

For the purposes of Attachment B:

- The rate payable for a broken shift allowance is 1.7% of the weekly Level 3 base rate as calculated from rates in Attachment A.
- A leading hand allowance will be paid to all employees categorised as Level 4A or below under the 'Fitness Industry Award 2010' in charge of the following number of employees. The allowance will be calculated as follows:

Number of employees employee in charge of	Amount of the weekly Level 3 rate (as per Att A) rate % per week extra
1 to 5	3.0
6 to 10	4.1
More than 10	5.5

5. Attachment C – Existing Employees:

For the purposes of Attachment C:

- Vary row 4 of the table at paragraph 2 of Attachment A to read as follows:

9.1	<p>For roles classified as Level 1-4 or Level 7 under the 'Fitness Industry Award 2010': Instead of clause 9.1(a) and (b), an existing casual employee will be paid a casual loading of 23%.</p> <p>For roles classified as Level 5 or Level 6 under the 'Fitness Industry Award 2010': Instead of clause 9.1(a) and (b), an existing casual employee will be paid a casual loading of 23% for hours worked Monday – Friday. For hours worked on Saturday and Sunday a casual loading of 28% will apply.</p>
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- Existing permanent employees paid as per Attachment C, categorised at Level 5 and Level 6 classifications only, under the 'Fitness Industry Award 2010' will be paid at the base rate of \$25.85 per hour. Instead of and in place of the table at paragraph 3 at Attachment C the following revised table:


Business Area	Job Title	Classification in Agreement	Classification in Award	Ordinary Hourly Rate of Pay	Casual Rate	Casual Rate Sat-Sun
Sports Program (Hub)	Customer Service Officer (CSO)	L2	Level 2	25.05	30.81	30.81
Front Desk						
Aquatics	Swim School Instructor	L2.1	Level 2	24.31	29.90	29.90
Aquatics	Lifeguard	L3	Level 3	25.04	30.81	30.81
Health & Fitness	Group Exercise Instructor	L3.1	Level 3A	40.65	50.00	50.00
Aquatics	Swim Coach and Instructor	L4	Level 4	24.39	30.00	30.00
Health & Fitness	Health & Fitness Instructor	L4	Level 4	25.05	30.81	30.81
Aquatics	Swim School Administration	L5	Level 5	25.85	31.80	33.09
Aquatics	Swim School Supervisor	L5	Level 5	25.85	31.80	33.09
Aquatics	Swim School Coordinator	L6.1	Level 6	25.85	31.80	33.09
Health & Fitness	Personal Trainer	L6.1	Level 4A	36.59	45.00	45.00
Health & Fitness	Member Services Coordinator	L6.1	Level 6	28.77	35.38	35.38
Health & Fitness	Group Exercise Coordinator	L7	Level 7	36.95	45.45	45.45

DO NOT USE -
Please use
Attachment C only

I confirm that Pulse does not have any objection to the Agreement being approved with the model consultation terms applying as a term of the Agreement.

I am authorised by Pulse to sign this letter on its behalf.

Yours faithfully,



Shannan Human
Manager – People and Culture
UOW Pulse Ltd.



ORDER

Fair Work Act 2009
s.185—Enterprise agreement

UOW Pulse Ltd
(AG2018/6032)

COMMISSIONER WILSON

MELBOURNE, 30 APRIL 2019

Application for approval of the Pulse UniActive Enterprise Agreement 2018.

[1] Pursuant to s. 602(1) of the *Fair Work Act 2009* I order as follows:

1. That the decision issued by me on 18 April 2019 approving the *Pulse UniActive Enterprise Agreement 2018* ([2019] FWCA 2696) amend clause 21 of the Agreement as follows:

21 Shift Penalties

21.2 Penalties

21.1.1 A permanent employee will receive to their ordinary hourly rate of pay the below listed percentages for working at the times specified:

Shift Type	Loading
Monday to Friday 4:30am to 5:00am	150%
Saturday	125%
Shift Type	Loading
Sunday	150%
Public Holidays	250%

2. This order shall take effect from 18 April 2019.



 COMMISSIONER

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