



DECISION

Fair Work Act 2009

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

Uow Pulse Ltd T/A Uow Pulse
(AG2024/2437)

UOW PULSE OPERATIONS AGREEMENT 2024

Retail industry

DEPUTY PRESIDENT CROSS

SYDNEY, 25 JULY 2024

Application for approval of the UOW Pulse Operations Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *UOW Pulse Operations Agreement 2024 (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 T/A Uow Pulse. 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. The undertakings are taken to be a term of 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 **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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 August 2024. The nominal expiry date of the Agreement is 25 July 2028.



DEPUTY PRESIDENT

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Annexure A



19 July 2024

Deputy President Cross
Fair Work Commission
Level 11, Terrace Tower
80 William Street
EAST SYDNEY NSW 2011

By email: Chambers.Cross.DP@fwc.gov.au

Dear Deputy President Cross,

FWC Matter – AG2024/2437 – Application for approval of the UOW Pulse Operations Agreement 2024

These written undertakings are provided by UOW Pulse Ltd (Pulse) (ABN 28 915 832 337) in relation to the Application for approval of the *UOW Pulse Operations Agreement 2024* (the Agreement) pursuant to section 190 of the *Fair Work Act 2009 (Cth)*.

1. Clause 5 of the Agreement will read to include a definition of 'shiftworker' as follows: Shiftworker means an employee who is a 7 day shiftworker regularly rostered to work on Sundays and public holidays in a business which has shifts which are continuously rostered 24 hours a day for 7 days a week. For each year of service, a shiftworker is entitled to 5 weeks of paid annual leave.
2. Clause 27.6 of the Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.

I have the authority given to me by UOW Pulse to give the following undertakings with respect to the Agreement.

Yours Sincerely,

A handwritten signature in black ink that reads 'L Nolan'.

Laura Nolan
People & Culture Lead
UOW Pulse Ltd
T: (02) 4221 3289 | E: lmarsland@uow.edu.au

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.



UOW
PULSE

UOW Pulse Operations Agreement 2024

UNISHOP

UNIBAR



Table of Contents

PART 1 – COVERAGE & OPERATION

1	Title.....	4
2	Commencement & Duration.....	4
3	Relationship & Other Awards.....	4
4	Parties Bound.....	4
5	Definitions & Interpretation.....	5
6	Classifications.....	6
7	Flexibility.....	6

PART 2 – CONSULTATION & DISPUTE RESOLUTION

8	Dispute Resolution Procedure.....	7
9	Consultation.....	8

PART 3 – TYPES OF EMPLOYMENT & LEAVING EMPLOYMENT

10	Types of Employment.....	10
11	Leaving Employment.....	11
12	Abandonment of Employment.....	12
13	Redundancy.....	12

PART 4 – RATE OF PAY & RELATED MATTERS

14	Payment of Wages.....	15
15	Wages.....	15
16	Higher Duties.....	16
17	Juniors.....	17
18	Apprentices and Trainees	17
19	Laundry Allowance.....	18
20	First Aid Allowance.....	18
21	Tool Allowance.....	18
22	Split Shift Allowance.....	18
23	Meal Voucher.....	19
24	Meal Allowances.....	19
25	Supported Wage.....	19
26	Superannuation.....	20

PART 5 – HOURS OF WORK & RELATED MATTERS

27	Ordinary Hours of Work.....	20
28	Rosters.....	24
29	Make up Time.....	25
30	Meal and Rest Breaks.....	25
31	Overtime and Penalty Payments.....	26

PART 6 – LEAVE & PUBLIC HOLIDAYS

32	Annual Leave.....	27
33	Annual Leave Loading.....	28
34	Direction to take Annual Leave during Shutdown.....	28
35	Personal/Carers Leave.....	30
36	Public Holidays & Concessional Days.....	31
37	Long Service Leave.....	32
38	Parental Leave.....	33
39	Compassionate Leave.....	37
40	Family & Domestic Violence Leave.....	38
41	Blood Donor Leave.....	40
42	Community Service Leave.....	40
43	Study Leave.....	42
44	Natural Disaster Leave.....	42
45	Defence Force Leave.....	42
46	Jury Service.....	43

PART 7 – MISCELLANEOUS

47	Uniforms.....	43
48	Work Clothes and Safety Equipment.....	43
49	Work Health and Safety.....	44
50	Exhibition of Agreement in the Workplace.....	44
51	Union Matters.....	44
52	Signatories.....	45

SCHEDULE A

Table 1	Minimum Rates and Wage Increases.....	47
Table 2	Allowances.....	48

SCHEDULE B

Table 3	Hospitality Classification Structure.....	49
Table 4	Retail Classification Structure.....	50

SCHEDULE C

Training Wage.....	50
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Part 1 – Coverage & Operation

1 Title

This Agreement will be known as the UOW Pulse Operations Agreement 2024.

2 Commencement & Duration

This Agreement will operate seven (7) days from the date of approval by the FWC and will nominally expire three (3) years from the date of approval.

3 Relationship & Other Awards

- 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. The NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.
- 3.2 This Agreement and the NES contain the minimum conditions of employment for employees covered by this Agreement.
- 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.

4 Parties Bound

- 4.1 The parties to this Agreement are:
 - a. UOW Pulse Ltd.
 - b. Shop, Distributive and Allied Employees Association (SDA).
- 4.2 This Agreement applies to all hospitality and retail employees who are employed to perform work in the job classifications described in Table 3 or 4 of Schedule B – Classification Structure.

5 Definitions & Interpretation

Act means the *Fair Work Act 2009*.

Apprentice means an employee engaged for an apprenticeship to undertake on the job training at Pulse and complete formal study for a set period.

Casual employee means an employee who accepts an offer of employment with no firm advance commitment to continuing and indefinite work and is entitled to receive a casual loading.

Concurrent leave means parents who are married or in a de facto relationship taking unpaid parental leave at the same time.

Continuous service is a period of unbroken service by an employee working at Pulse. Continuous service is broken through a resignation, dismissal or sometimes through a transfer of business, as determined by Pulse. There are certain periods that do not break continuous service, but don't count towards the length of continuous service, which include periods of unauthorised absence and certain types of unpaid leave.

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

Full rate of pay means the ordinary rate of pay plus any loadings, allowances, overtime or penalty rates.

Full time employee means an employee who is engaged to work thirty eight (38) ordinary hours per week.

FWC means the Fair Work Commission.

Immediate family is defined in the NES.

Junior employee means an employee who is less than twenty (20) years of age and who is not undertaking an apprenticeship or traineeship.

Maximum term employee means an employee who is engaged in a full time or part time capacity for a maximum term, which may end earlier than the agreed term.

Miscarriage is defined by the Fair Work Ombudsman.

Misconduct means behaviour that is inappropriate or unacceptable while representing Pulse.

NES means the National Employment Standards as contained within the *Fair Work Act 2009*.

Ordinary rate of pay means the minimum hourly rate for an employee.

Part time employee means an employee who works fewer than thirty eight (38) ordinary hours per week and whose hours of work are reasonably predictable.

Permanent employee means a full time or part time employee not engaged on a maximum term contract, or a casual employee.

Regular roster means the pattern of work that an employee works on a regular basis, which involves working the same days and times each week for a set period.

Pulse means UOW Pulse Ltd.

Serious misconduct means an employee who deliberately behaves in a way that is inconsistent with continuing their employment. This may involve causing serious and imminent risk to the health and safety of another person or to the reputation or profits of Pulse, theft, fraud, assault, sexual harassment or refusing to carry out a lawful and reasonable direction.

Special clothing means an item of clothing that is required to be worn in performing the duties of a position which includes aprons, safety clothing, uniforms or other items issued by Pulse.

Stillborn is defined by the Fair Work Ombudsman.

Union means the Shop, Distributive and Allied Employees Association (SDA).

Trainee means an employee engaged on a training contract to undertake a traineeship under the Training Wage provisions of this Agreement.

6 Classifications

- 6.1 All hospitality and retail employees covered by this Agreement will be classified in one of the job classifications in accordance with the employee's skills, responsibilities, qualifications, duties and experience in the industry as outlined in Table 3 or 4 of Schedule B – Classification Structure.

7 Flexibility

- 7.1 All employees covered by this Agreement may request to make an individual flexibility arrangement to vary the effect of terms of this Agreement. There are certain employees who are legally entitled to request flexible working arrangements, which is outlined in the NES and subsequently, Section 65 of the Act.
- 7.2 Pulse and an individual employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a. The arrangement deals with one (1) or more of the following matters:
 - i. Arrangements about when work is performed (e.g. start/finish times, location, pattern of work, etc.)
 - ii. Overtime rates
 - iii. Penalty rates
 - iv. Allowances
 - v. Leave loading
 - b. The arrangement meets the genuine needs of Pulse and the employee in relation to one (1) or more of the matters mentioned in clause 7.2(a).
 - c. The arrangement is genuinely agreed to by Pulse and the employee.

- 7.3 Pulse 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.
- 7.4 Pulse must ensure that the individual flexibility arrangement:
- a. Is in writing; and
 - b. Includes the name of Pulse and the employee; and
 - c. Is signed by Pulse and the employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
 - d. Includes details of:
 - i. The terms of this Agreement that will be varied by the arrangement
 - ii. How the arrangement will vary the effect of the terms
 - iii. How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e. States the day on which the arrangement commences.
- 7.5 Pulse must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 7.6 Pulse or the employee may terminate the individual flexibility arrangement:
- a. By giving no more than twenty eight (28) days written notice to the other party; or
 - b. If Pulse and the employee agree in writing, at any time.
- 7.7 If the individual flexibility agreement is terminated, the employee will revert to their relevant terms and conditions prior to the individual flexibility arrangement, outlined in this enterprise agreement.

Part 2 – Consultation & Dispute Resolution

8 Dispute Resolution Procedure

- 8.1 In the event of a dispute about a matter under this Agreement, the NES or any other work related matter, the parties will use the procedure outlined in this clause to resolve the dispute in a timely manner by following these steps:
- a. A dispute between an employee and Pulse 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 manager.
 - c. If the dispute is not resolved, the employee may raise the dispute Pulse’s Chief Executive Officer or nominated officer.
 - d. If the dispute is not resolved, either party may elect to raise the dispute with an independent mediator. Election of the mediator must be made within seven (7) days. Any costs associated with an independent mediator will be paid by the party who made the election. All attempts will be made to convene and conduct the mediation within fourteen (14) working days of the election. The parties may agree to waive this step.

- e. Where no election is made by either party within seven (7) days under clause 8.1(d), or where the parties agree to waive step 8.1(d), either party may refer the dispute to the FWC for conciliation.
 - f. If the dispute is unable to be resolved by conciliation, then the parties agree the FWC will arbitrate the dispute and make an order that is binding on both parties. The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision.
- 8.2 It is a term of this Agreement that while the dispute resolution procedure is being conducted, work will continue as normal before the dispute arose, unless the employee has reasonable concern about an imminent risk to their health and safety. Where Pulse believes that an investigation is required, an employee may be stood down with their full rate of pay while the investigation is conducted.
- 8.3 Either party may appoint a representative at any stage of this process.

9 Consultation

- 9.1 This term applies if Pulse:
- 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 employee(s); or
 - b. Proposes to introduce a change to the regular roster or ordinary hours of work of an employee(s).

9.2 Major Change

- 9.2.1 For a major change referred to in clause 9.1(a):
- a. Pulse must notify the relevant employee(s) of the decision to introduce the major change and
 - b. Subclauses 9.2.2 to 9.2.8 apply.

9.2.2 The relevant employee(s) may appoint a representative for the purposes of the procedures in this term.

- 9.2.3 If:
- a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. The employee(s) advise Pulse of the identity of the representative,

Pulse must recognise the representative.

- 9.2.4 As soon as practicable after making its decision, Pulse must:
- a. Discuss with the relevant employee(s):
 - i. The introduction of the change; and
 - ii. The effect the change is likely to have on the employee(s); and
 - iii. Measures Pulse is taking to avert or mitigate the adverse effect of the change on the employee(s).

- b. For the purposes of the discussion, provide in writing, to the relevant employee(s):
 - 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 employee(s); and
 - iii. Any other matters likely to affect the employee(s).
- 9.2.5 Pulse is not required to disclose confidential or commercially sensitive information to the relevant employee(s).
- 9.2.6 Pulse must give prompt and genuine consideration to matters raised about the major change by the relevant employee(s).
- 9.2.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Pulse, the requirements set out in paragraph 9.2.1(a) and subclauses 9.2.2 and 9.2.4 are taken to not apply.
- 9.2.8 In this term, a major change is **likely to have a significant effect on employees** if it results in at least one of the following:
 - a. The termination of the employment of the employee(s), including redundancy.
 - b. Major change to the composition, operation or size of Pulse’s workforce or to the skills required of employee(s).
 - c. The elimination or diminution of job opportunities (including opportunities for promotion or tenure).
 - d. The alteration of hours of work.
 - e. The need to retrain the employee(s).
 - f. The need to relocate the employee(s) to another workplace.
 - g. The restructuring of jobs.

9.3 Change to regular roster or ordinary hours of work

- 9.3.1 For a change referred to in paragraph 9.1(b):
 - a. Pulse must notify the relevant employee(s) of the proposed change and
 - b. Subclauses 9.3.2 to 9.3.6 apply
- 9.3.2 The relevant employee(s) may appoint a representative for the purposes of the procedures in this clause.
- 9.3.3 If:
 - a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. The employee(s) advise Pulse of the identity of the representative,

Pulse must recognise the representative.
- 9.3.4 As soon as practicable after proposing to introduce the change, Pulse must:
 - a. Discuss with the relevant employee(s) the introduction of the change; and
 - b. For the purposes of the discussion, provide to the relevant employee(s):

- i. All relevant information about the change, including the nature of the change; and
 - ii. Information about what Pulse reasonably believes will be the affect(s) of the change on the employee(s); and
 - iii. Information about any other matters that Pulse reasonably believes are likely to affect the employee(s); and
 - iv. Invite the relevant employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.3.5 Pulse is not required to disclose confidential or commercially sensitive information to the relevant employee(s).
- 9.3.6 Pulse must give prompt and genuine consideration to matters raised about the change by the relevant employee(s).
- 9.3.7 **Relevant employee(s)** means the employee(s) who may be affected by a change referred to in subclause 9.1.

Part 3 – Types of Employment & Leaving Employment

10 Types of Employment

- 10.1 Employees will be engaged on a full time, part time or casual basis.
- 10.2 Full time and part time employees may be engaged as permanent or maximum term.
- 10.3 Part time employees are engaged to work a minimum of ten (10) hours per week and fewer than thirty eight (38) hours per week. Part time employees are entitled to the provisions of this Agreement on a pro rata basis.
- 10.4 Casual employees are engaged to work shifts as required by Pulse. They can accept or reject shifts based on their availability.
- 10.5 Upon engagement an employee will be informed by Pulse in writing of:
 - a. Whether the employee is to be engaged on a full time, part time or casual basis.
 - b. Whether the employee is to be engaged as permanent or maximum term (if applicable).
 - c. The employee’s classification, base hourly rate, job description and the duties to be performed.
 - d. Who will supervise the employee.
 - e. The number of hours to be worked on each particular day of the week, the times at which the employee will start and finish work each particular day and when meal breaks may be taken and their duration (if applicable).
 - f. The length of any probation period that may apply, which is not to exceed six (6) months (if applicable).

10.6 Maximum term employment

- 10.6.1 A maximum term employee is an employee that:
- a. Is engaged either as a full time or part time employee for a certain period, provided that such periods will:
 - i. Not be less than three (3) months duration; and
 - ii. Not be more than twenty four (24) months duration; and
 - iii. Not be extended more than once.
- 10.6.2 Prior to the commencement of a maximum term contract, the employee will be advised in writing of the nature of the work and the start and finish dates of their maximum term employment, in addition to clause 10.5. The employee will also be provided with a copy of the Fixed Term Contract Information Statement issued by the Fair Work Ombudsman.
- 10.6.3 Employees will 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 or leave; or
 - c. The position is funded from a specific purpose external grant; and
 - d. It is in writing and is entered into voluntarily.
- 10.6.4 Maximum term employment may be terminated at any time by either party by providing one (1) week notice in writing.
- 10.6.5 At the conclusion of the maximum term contract, Pulse will initiate one of the below:
- a. The contract will end and the employee's employment with Pulse will be terminated; or
 - b. The contract may be extended once, provided that the total period of the contract does not exceed twenty four (24) months; or
 - c. The employee may be permanently appointed to the position; or
 - d. The contract will end and the employee will return to their substantive position, or a suitable position, which will be no less advantageous to the employee's position that they held immediately prior to the commencement of the maximum term contract.

11 Leaving Employment

- 11.1 Pulse may terminate the employment of a permanent employee by either:
- a. Giving the amount of notice set out below for the employee's period of continuous service based on their hire date; or
 - b. Paying the employee the full rate of pay they would otherwise have earned during this period, had the employee been required to work:

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

- 11.2 In addition to the notice in clause 11.1, employees over forty five (45) years of age at the time notice is given, with not less than two (2) years continuous service, will be entitled to one (1) additional weeks' notice.
- 11.3 When leaving employment, a permanent employee must provide Pulse notice of termination in writing in accordance with their period of continuous service as outlined in the table in clause 11.1.
- 11.4 Clause 11 does not apply in the case of Pulse dismissing an employee without notice due to serious misconduct.
- 11.5 Upon request, Pulse will provide employees with a statement of service stating how long the employee worked for Pulse and what job the employee held.
- 11.6 Pulse or a maximum term employee may terminate their employment by giving the other party one (1) week notice of termination.

12 Abandonment of Employment

- 12.1 The absence of an employee from work for a continuous period exceeding five (5) business days, without just cause and without the consent of Pulse, will be taken to have abandoned their employment and Pulse will be entitled to treat the employee as having been terminated, subject to the requirements of Section 117 of the Act.
- 12.2 Pulse will make all reasonable attempts to contact the employee, allowing a five (5) business day response period prior to taking any further action.
- 12.3 Pulse will listen to and respond accordingly to the reasons provided for the absence.

13 Redundancy

13.1 Application

- 13.1.1 This clause will apply in respect to permanent employees employed in the classifications specified in Table 3 or 4 of Schedule B.
- 13.1.2 This clause does not apply to employees with less than one (1) year of continuous service. If employees have less than one (1) year of continuous service, Pulse will give such employees an indication of the impending redundancy at the first reasonable opportunity, and take steps to assist employees to obtain suitable alternative employment (where possible).
- 13.1.3 Pulse will seek redeployment of employees prior to redundancy into a role requiring similar qualifications and experience. The role offered may have a lower pay and less responsibility.
- 13.1.4 This clause does not apply where employment is terminated as a result of serious misconduct, or in the case of casual or maximum term employees.

13.2 Notice for changes in production, program, organisation or structure

13.2.1 Where an employee's employment is terminated by Pulse for reasons arising from production, program, organisation or structure, they will be provided with notice of termination or payment in lieu of notice, as prescribed in clause 11.

13.3 Notice for technological change

13.3.1 This clause sets out the notice provisions to be applied to termination by Pulse for reasons arising from technology changes resulting in the direct loss of jobs by replacement with technology.

13.3.2 In order to terminate employment, Pulse will give the impacted employee(s) three (3) months' notice of termination.

13.3.3 Payment in lieu of notice outlined in clause 13.3.2 will be made at the full rate of pay if the appropriate notice period is not given. This period is deemed as continuous service with Pulse for the purposes of all leave.

13.4 Time off during the notice period

13.4.1 During the termination notice period provided by Pulse, an employee will be allowed up to one (1) day off without loss of pay during each week of notice, to a maximum of five (5) days, for the purpose of seeking other employment.

13.4.2 An employee is required to provide proof of attendance at an interview or the employee will not receive payment for the time absent.

13.4.3 Pulse will assist the employee with resume writing, as requested.

13.5 Employee leaving during the notice period

13.5.1 If an employee is terminated under clause 13 before the notice period expires, the employee will be entitled to the same benefits and payments they would have been entitled had they remained working with Pulse until the end of the notice period.

13.6 Statement of service

13.6.1 Upon request, Pulse will provide employees with a statement of service stating how long the employee worked for Pulse and what job the employee held.

13.7 Notice to Centrelink

13.7.1 Where a decision has been made to terminate more than fifteen (15) employees at one time, Pulse will notify Centrelink as soon as possible and provide all required information.

13.8 Centrelink employment separation certificate

13.8.1 Pulse will provide an employee with an employment separation certificate within five (5) business days of their termination date. Pulse will use the form required by Centrelink.

13.9 Transfer to lower paid duties

- 13.9.1 Where an employee is transferred to lower paid duties, the employee will be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated.
- 13.9.2 Pulse will make payment in lieu of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate of pay for the number of weeks' notice owing outlined in clause 11.

13.10 Severance pay

- 13.10.1 Where an employee is terminated on the grounds of redundancy, they are entitled to severance pay based on their period of continuous service.
- 13.10.2 If employees are under forty five (45) years of age, Pulse will pay severance in accordance with the table below:

Years of service under 45 years of age entitlement

Period of continuous service	Severance pay 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

- 13.10.3 Where employees are forty five (45) years old or over, Pulse will pay severance in accordance with the table below:

Years of service 45 years of age and over entitlement

Period of continuous service	Severance pay 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

- 13.10.4 The severance pay entitlement will include the employee's weekly ordinary rate of pay at the date of termination, in addition to any shift penalties and allowances they would have been paid had they worked.

13.11 Incapacity to pay

- 13.11.1 Subject to an application by Pulse and further order of the FWC, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in clause 13.10.
- 13.11.2 The FWC will consider Pulse's financial resources and any other resources deemed relevant, and the probable effect of paying the amount of severance pay that this clause will have on Pulse.

13.12 Alternative employment

- 13.12.1 Subject to an application by Pulse and further order of the FWC, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in clause 13.10 if Pulse obtains acceptable alternative employment for an employee(s).

Part 4 – Rates of Pay & Related Matters

14 Payment of Wages

- 14.1 Wages will be paid fortnightly by electronic funds transfer.
- 14.2 Wages will be transferred no later than three (3) business days following the end of any pay period.
- 14.3 All wages will be calculated in fifteen (15) minute intervals for time worked of less than an hour.

15 Wages

15.1 Full time employees

- 15.1.1 Full time employees will be paid the relevant hourly rate specified in Table 1 of Schedule A, corresponding to their relevant classification level as outlined in Table 3 or 4 of Schedule B.

15.2 Part time employees

- 15.2.1 Part time employees will be paid the relevant hourly rate specified in Table 1 of Schedule A, corresponding to their classification level as outlined in Table 3 or 4 of Schedule B.
- 15.2.2 Part time employees are entitled to the provisions of this Agreement on a pro rata basis unless otherwise provided by this Agreement.

15.3 Casual employees

- 15.3.1 Casual employees will be paid for each hour worked for the classification that applies to the employee, plus a casual loading of 30%.
- 15.3.2 Casual loading is paid in lieu of leave entitlements and other benefits applicable to full time and part time employees.

15.4 Wage increases

- 15.4.1 This Agreement provides for wage rates effective from the first full pay period in July each year as indicated in Table 1 of Schedule A.
- 15.4.2 The minimum rates of pay outlined in Table 1 of Schedule A will be adjusted in line with the FWC annual wage review increase for the equivalent classifications in the *General Retail (Industry) Award 2020* and *Hospitality Industry (General) Award 2020*, plus 2.5%.
- 15.4.3 The 2.5% premium will be non-compounding and based off the equivalent classification in the relevant underpinning Modern Award outlined in clause 15.4.2.
- 15.4.4 Employees who are paid above the minimum rates in Table 1 of Schedule A will receive wage increases in line with the relevant Modern Award percentage increase as adjusted by the FWC annual wage review, plus 2.5%.
- 15.4.5 If this Agreement is approved by the FWC after 8 July 2024, Pulse will backpay the impacted employees as per Table 1 of Schedule A in the pay period following the date this Agreement takes effect.

16 Higher Duties

- 16.1 An employee who is requested and agrees in writing to carry out work on a temporary basis that carries a higher rate of pay than the employee's ordinary classification will be paid:
 - a. The higher rate of pay for the whole duration of their shift(s) if the employee performs work at the higher classification for more than two (2) hours; or
 - b. The higher rate of pay for the time worked during their shift(s) if the employee performs work at the higher classification for less than two (2) hours.
- 16.2 This clause will not apply when the work is performed under supervision for training purposes.

17 Juniors

- 17.1 Pulse will pay a junior employee the relevant percentage of the adult rate of pay for their classification in which the employee is employed, as outlined in Tables 3 or 4 of Schedule B:

Age	%
16 years of age or under	50
17 years of age	65
18 years of age	70
19 years of age	85
20 years of age	100

- 17.2 No employee under the age of eighteen (18) will be required to work more than ten (10) hours in one (1) shift.

18 Apprentices and Trainees

- 18.1 Retail and hospitality trainees will be engaged in accordance with Schedule C.
- 18.2 Retail apprentices will be engaged in accordance with the relevant clause(s) in the *General Retail (Industry) Award 2020*.
- 18.3 Retail apprentices and trainees will be paid in accordance with the relevant hourly rate of pay for a level 5 as outlined in Table 1 of Schedule A by applying the following percentage:

	3 year Apprenticeship/Traineeship	4 year Apprenticeship/Traineeship
1st Year	65%	55%
2nd Year	85%	65%
3rd Year	95%	85%
4th Year	NA	95%

- 18.4 Hospitality apprentices will be engaged in accordance with the relevant clause(s) in the *Hospitality Industry (General) Award 2020*.
- 18.5 Hospitality apprentices and trainees will be paid in accordance with the relevant hourly rate of pay for a level 5 as outlined in Table 1 of Schedule A by applying the following percentage:

Year of Apprenticeship/Traineeship	Percentage of applicable rate of pay
1st Year	55%
2nd Year	65%
3rd Year	80%
4th Year	95%

19 Laundry Allowance

- 19.1 Pulse will:
- a. Launder an employee's special clothing; or
 - b. Pay the employee a laundry allowance to the amount of which is set out in Table 2 of Schedule A.

20 First Aid Allowance

- 20.1 An employee nominated in writing by Pulse to perform the duties of a First Aid Officer will be paid the relevant weekly allowance, as contained in Table 2 of Schedule A, for each week the employee is nominated to perform such tasks, provided that all criteria are met:
- a. The employee will keep their First Aid Certificate in a state of currency and provide evidence of this to Pulse; and
 - b. The employee will undertake training to keep informed of new first aid methods relevant to such certificate.
- 20.2 Pulse will provide training for employees to obtain and maintain a First Aid Certificate.

21 Tool Allowance

- 21.1 Pulse will pay a hospitality employee who is employed as a level 4 or above, or an apprentice who is required to provide and use their own tools, with a tool and equipment allowance as per Table 2 of Schedule A.
- 21.2 Pulse will reimburse eligible hospitality employees for the cost of purchasing any materials required to be provided by the employee that are not supplied or paid for by Pulse. In the case, Pulse provides the tools and equipment, the tool allowance is not payable.
- 21.3 If an eligible hospitality employee is required to provide and use their own tools and equipment, they will be notified in advance by their manager, in writing.

22 Split Shift Allowance

- 22.1 This clause applies to any full time or part time hospitality employee who works split shifts on any day.
- 22.2 Pulse will pay the employee an allowance as outlined in Table 2 of Schedule A.
- 22.3 Where split shifts are worked, the spread of hours can be no greater than twelve (12) ordinary hours per day.
- 22.4 If a hospitality employee covered by this Agreement works a split shift, working one (1) shift as a hospitality employee and one (1) shift as a retail employee, they will not be paid the split shift allowance.

23 Meal Voucher

- 23.1 Employees who work five (5) hours or more per shift (and take an unpaid meal break) will receive one (1) meal voucher per shift to the value of \$10.00 or will be provided a meal.

The voucher is to be used in accordance with the following:

- a. The meal voucher can be redeemed at Pulse Food & Beverage outlets on the UOW Wollongong campus; and
- b. The meal voucher is not redeemable for cash and no change will be given.

- 23.2 In addition to the above, any employee rostered to work later than 6pm (working less than nine (9) hours) will be provided with a meal or issued a meal voucher to the value of \$10.00 that can be used in accordance with clause 23.1.

24 Meal Allowances

24.1 Retail employees

An employee who is required to work more than one (1) hour of overtime after their ordinary finish time, without being given twenty four (24) hours' notice:

- a. Will be provided with a meal, or paid a meal allowance, as set out in Table 2 of Schedule A.
- b. Where the overtime worked exceeds four (4) hours, a further meal allowance will be paid as set out in Table 2 of Schedule A.

24.2 Hospitality employees

Any full time or part time employee who is required to work more than two (2) hours of overtime after their ordinary finish time, without being advised of the requirement on or before the previous day:

- a. Will be provided with a meal, or paid a meal allowance of \$15.30, as set out in Table 2 of Schedule A; or
- b. Will be paid a meal allowance, as set out in Table 2 of Schedule A, if the employee was advised of the requirement to work overtime, the employee provides their own meal and is no longer required to work overtime at all, or works less than two (2) hours of overtime.

25 Supported Wage

- 25.1 Pulse may engage employees on the supported wage system in accordance with the *General Retail Industry Award 2020* and the *Hospitality Industry (General) Award 2020*.

26 Superannuation

26.1 Superannuation legislation and employer contributions

- 26.1.1 Pulse will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration Act) 1992*. Under superannuation legislation, individual employees have the opportunity to choose their own superannuation fund.
- 26.1.2 Where an employee nominates the default superannuation fund, contributions will be made to the Pulse default superannuation fund under the employee's name. Employees will be advised at the time of commencement which fund this is.
- 26.1.3 Where an employee does not nominate their chosen fund or the default fund, Pulse will complete a stapled superannuation fund check with the Australian Taxation Office to determine if the employee has an existing superannuation account. If this is the case, Pulse will make employer contributions into the employee's stapled superannuation account.
- 26.1.4 Employees are encouraged to explore superannuation funds to discover the best return on their benefit. Pulse is unable to offer advice in this regard.

26.2 Voluntary employee contributions

- 26.2.1 Permanent and maximum term employees have the option to salary sacrifice additional superannuation payments.

Part 5 – Hours of Work & Related Matters

27 Ordinary Hours of Work

- 27.1 The ordinary hours of work may be worked during the times specified in the relevant table:

Retail employees

Day	Span of hours
Monday to Friday	7.00am to 9.00pm
Saturday	7.00am to 6.00pm
Sunday	9.00am to 6.00pm

Hospitality employees

Day	Span of hours
Monday to Friday	6.00am to 12.00am (midnight)
Saturday	12am to 11.59pm
Sunday	12am to 11.59pm

27.2 Full time and part time retail employees

Full time and part time retail employees will be rostered to work ordinary hours subject to the following provisions:

27.2.1 Full time employees

Full time employees will not work more than five (5) days per week, or by agreement not more than twenty (20) days in a four (4) week period. Ordinary hours may be worked across six (6) days in one (1) week, provided that the following weeks' ordinary hours are not worked across more than four (4) days.

27.2.2 Retail employees will be provided with two (2) consecutive days off per week, or by agreement, three (3) consecutive days off per fortnight.

27.2.3 Full time employees will be rostered to work the required number of ordinary hours in any way mentioned below:

Hours	Period
Not more than 38 hours	One (1) week
Not more than 76 hours	Two (2) consecutive weeks
Not more than 114 hours	Three (3) consecutive weeks
Not more than 152 hours	Four (4) consecutive weeks

27.2.4 Full time employees will work the required number of ordinary hours as per clauses 27.2.1, 27.2.2 and 27.2.3, provided they don't work:

- a. More than nine (9) ordinary hours on any day or shift, inclusive of meal breaks.
By agreement, an employee may work up to eleven (11) ordinary hours including the time taken for a paid meal break, without the payment of a penalty; and
- b. Less than five (5) ordinary hours on any day.

27.2.5 Part time employees

Part time employees will not work more than five (5) days per week, or by agreement not more than twenty (20) days in a four (4) week period. Ordinary hours may be worked across six (6) days in one (1) week, provided that the following weeks' ordinary hours are not worked across more than four (4) days.

27.2.6 Part time employees can work up to the number of ordinary hours as per clause 27.2.3, provided they don't work:

- c. More than nine (9) ordinary hours on any day or shift, inclusive of meal breaks.
By agreement, an employee may work up to eleven (11) ordinary hours including the time taken for a paid meal break, without the payment of a penalty.
- d. Less than three (3) ordinary hours on any day.
- e. Less than ten (10) ordinary hours per week.

27.2.7 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 31. This agreement must be in writing.

27.2.8 A part time employees' roster will not be changed to avoid any entitlement under the Agreement.

27.3 Casual retail employees

- 27.3.1 Casual employees are engaged on an hourly basis, subject to the following provisions:
- a. Casual employees will not work more than nine (9) ordinary hours in any one (1) engagement, not including meal breaks. By agreement, an employee, may work up to eleven (11) ordinary hours including the time taken for a paid meal break, without the payment of a penalty.
 - b. A casual employee is entitled to a minimum engagement of three (3) continuous hours.
 - c. Casual employees can work up to the hours listed in clauses 27.2.1 and 27.2.3 before overtime hours as per clause 31 apply.

27.4 Full time and part time hospitality employees

Full time and part time hospitality employees will be rostered to work ordinary hours subject to the following provisions:

27.4.1 Full time employees will be rostered to work the required number of ordinary hours in any way mentioned below:

Hours	Period
Not more than 48 hours	One (1) week
Not more than 76 hours	Two (2) consecutive weeks
Not more than 152 hours	Four (4) consecutive weeks

- 27.4.2 Full time employees will work the required number of ordinary hours as per clause 27.4.1, provided they don't work:
- a. Not more than eleven and a half (11.5) ordinary hours on any day or shift, inclusive of meal breaks. By agreement, a team member may work up to twelve (12) ordinary hours excluding the paid meal break, without the payment of a penalty.
 - b. Not less than six (6) ordinary hours on any day.
 - c. Where split shifts are worked the spread of hours can be no greater than twelve (12) hours per day.

- 27.4.3 Part time employees can work up to the number of ordinary hours as per clause 27.4.1, provided they work:
- a. A minimum of three (3) ordinary hours and a maximum of eleven and a half (11.5) ordinary hours may be worked on any one (1) day, exclusive of meal breaks.
 - b. Not more than ten (10) ordinary hours per day on more than three (3) consecutive days without a break of at least forty eight (48) hours' immediately following.
 - c. No more than eight (8) days of more than ten (10) ordinary hours may be worked in a four (4) week period.
 - d. No greater than a spread of twelve (12) ordinary hours per day, where split shifts are worked.

27.5 Casual hospitality employees

- 27.5.1 A casual employee's hours of work will be determined according to Pulse's business needs, where they will work:
- a. Not less than three (3) ordinary hours per engagement; and
 - b. Not more than seventy six (76) hours per fortnight; and
 - c. Not more than eleven and a half (11.5) ordinary hours in any one engagement, not including meal breaks. By agreement in writing, a casual team member, may work up to twelve (12) ordinary hours including the time taken for a paid meal break, without the payment of a penalty.

27.6 Changing from casual to permanent employment

- 27.6.1 A casual employee has the option to change to permanent employment if they want to. In order to do this, employees must notify their manager in writing of their intention to change to permanent employment, provided they:
- a. Have been employed for at least six (6) months; and
 - b. Believe they no longer meet the requirements of the casual definition.
- 27.6.2 Employees cannot notify their manager of their intention to change to permanent employment if they:
- a. They are currently engaged in an ongoing dispute with Pulse about casual conversion; or
 - b. In the last six (6) months:
 - i. Pulse has refused a previous notification of an intention to change to permanent employment.
 - ii. A dispute has been resolved with Pulse about casual conversion.
- 27.6.3 Before providing a response to the employee's notification, Pulse will consult with the employee to discuss details of what will change if Pulse accepts the notification and the employee is no longer a casual employee. This consultation will involve discussing:
- a. What the new employment status will be; and
 - b. The employee's new hours of work; and
 - c. When the change will take effect.
- 27.6.4 Pulse will consider the employee's notification and provide a response to the employee in writing within twenty one (21) days, giving whether the notification has been accepted or refused.
- 27.6.5 Pulse will provide casual employees with the Casual Employment Information Statement in accordance with the NES.

28 Rosters

- 28.1 Pulse will display a roster in a place accessible to all employees, which may be via an electronic platform. The roster will set out the start, finish and break times for employees. The roster will be posted at least seven (7) days before its commencement.
- 28.2 Pulse will not change the roster for a full time or part time employee without giving the employee seven (7) days' notice for regular rosters (or fourteen (14) days in the event of a disagreement), except in an emergency beyond the control of Pulse. During such time, discussion will commence in accordance with clause 9.
- a. Pulse will take into consideration an employee's family responsibilities, safe transport home, study commitments or religious obligations when rostering and any other matters raised by the employee.
- 28.3 If a full time employee is rostered to work for less than five (5) hours during ordinary hours, the employee will be paid for no less than five (5) hours worked at their ordinary rate of pay.
- 28.4 Where an employee works overtime after their normal finishing time and it is too unsafe, as agreed by the employee and Pulse, to travel by the employee's usual transport to get home, Pulse will either arrange transport or reimburse the employee's reasonable transport cost up to \$50.00.

28.5 Break between shifts – retail employees

- 28.5.1 Full time and part time employees will be given a minimum break of twelve (12) hours between finishing work on one (1) shift and starting work on the next shift.
- 28.5.2 If this break is not given, the employee will be paid at double (200%) the employee's ordinary rate of pay for all time worked until the employee has had twelve (12) hours off.
- 28.5.3 If this break is not given on a public holiday, the employee will be paid at double time and a half (250%) of the employee's ordinary rate of pay for all time worked until the employee has had twelve (12) hours off.
- 28.5.4 By agreement, an employee may agree to have a break of 10 (ten) hours between finishing work on one (1) shift and starting work on the next shift.

28.6 Break between shifts – hospitality employees

- 28.6.1 Full time and part time employees will be given ten (10) hours off between finishing work on one (1) shift (including overtime) and starting work on the next shift.
- 28.6.2 If this break is not given, the employee will be paid at double (200%) the employee's ordinary rate of pay for all time worked until the employee has had ten (10) hours off.
- 28.6.3 By agreement, an employee may agree in writing to have a break of eight (8) hours off between finishing work on one shift (including overtime) and starting work on the next shift.

29 Make Up Time

- 29.1 An employee may elect, with the written consent of Pulse, to work 'make up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the employee's ordinary rate of pay.

30 Meal and Rest Breaks

- 30.1 Retail and hospitality employees will be entitled to the following breaks according to the hours worked:

Hours worked	Rest break	Meal break
3 hours or more and less than 5 hours	1 x paid 15 minute break	Nil
5 hours or more and less than 7 hours	1 x paid 15 minute break	1 x 30 minute unpaid break
7 hours or more and less than 9 hours	2 x paid 15 minute breaks	1 x 30 minute unpaid break
9 hours or more	2 x paid 15 minute breaks	1 x 30 minute unpaid break 1 x 30 minute paid break

- 30.2 An employee will not be required to:
- Take a rest break or meal break within the first or last hour of work; or
 - Take a rest break combined with a meal break; or
 - Work more than five (5) hours without taking a meal break.
- 30.3 In addition to clause 30.3, hospitality employees who are eligible to take an unpaid meal break, will take this break after the first two (2) hours of work and within the first six (6) hours of work.
- 30.4 Employees working in excess of a nine (9) hour shift will be entitled to the meal allowance outlined in Table 2 of Schedule A or provided with a meal.

31 Overtime and Penalty Payments

31.1 Overtime

- 31.1.1 For time worked outside the ordinary working hours set out in clauses 27.1, 27.2, 27.3, 27.4 and 27.5, Pulse will pay the following overtime rates:
- Time and a half (150%) of the ordinary rate of pay for the first two (2) hours worked and double time (200%) thereafter.
 - For overtime hours worked on a Sunday, double time (200%) of the ordinary rate of pay for all time worked.
 - For overtime hours worked on a public holiday, double time and a half (250%) of the ordinary rate of pay for all hours worked.
- 31.1.2 Casuals will be paid 30% casual loading on the ordinary rate of pay in addition to the overtime rates in clause 31.1.1.
- 31.1.3 When calculating overtime each shift stands alone.

31.2 Time off in lieu of payment for overtime

- 31.2.1 An employee and Pulse may agree, in writing, to the employee taking time off instead of being paid for overtime, provided that the time off is taken within an agreed six (6) month period of becoming entitled to these payments, instead of being paid.
- 31.2.2 The time off will be calculated in accordance with the relevant overtime rate.
- 31.2.3 An employee may request at any time to be paid the overtime, instead of taking the time off, and Pulse must pay the employee for the overtime in the next pay period following the request, at the applicable overtime rate.
- 31.2.4 If time off for overtime that has been worked is not taken within a six (6) month period of being worked, Pulse must pay the employee for the overtime, in the next pay period following the six (6) months, at the applicable overtime rate.

31.3 Reasonable overtime

- 31.3.1 Pulse may require an employee to work reasonable overtime at the applicable overtime rates or as otherwise provided for in this Agreement.
- 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.
 - For the purposes of clause 31.3.1(a), what is unreasonable or otherwise will be determined having regard to:
 - Any risk to the employee's health and safety.
 - The employee's personal circumstances including any family and carer responsibilities.
 - The needs of the workplace or enterprise.
 - The notice (if any) given by Pulse of the overtime and by the employee of their intention to refuse it.
 - Any other relevant matter.

31.4 Penalty payments

31.4.1 Pulse will pay penalty payments for ordinary hours in accordance with the relevant table below:

Retail Employees

	Full time and part time employees	Casual employees (inclusive of 30% casual loading)
	Penalty % of ordinary hourly rate	
Monday to Friday – after 6pm	125%	155%
Saturday	150%	180%
Sunday	200%	230%
Public Holiday	250%	280%

Hospitality Employees

	Full time and part time employees	Casual employees (inclusive of 30% casual loading)
	Penalty % of ordinary hourly rate	
Monday to Friday – 7am to 7pm	100%	130%
Monday to Friday – 7pm to midnight	110%	140%
Monday to Friday – Midnight to 7am	130%	160%
Saturday	150%	180%
Sunday	200%	230%
Public Holiday	250%	280%

31.4.2 Penalties within this Agreement are non-cumulative, meaning where time worked is to be paid at more than the ordinary rate of pay, such time will not be subject to more than one (1) penalty. If multiple penalties apply, the employee will be paid the penalty that provides the highest financial benefit to the employee.

Part 6 – Leave & Public Holidays

32 Annual Leave

32.1 Entitlement

32.1.1 An employee covered by this Agreement is entitled to annual leave in accordance with the Act and subsequent amendments to the Act. Annual leave will be taken at a time mutually agreed upon by Pulse and an employee and can either be taken in a continuous period or in separate periods.

32.1.2 Where practicable, employees should request leave at least four (4) weeks prior to the date(s) requested.

32.3 Excessive leave

- 32.3.1 An employee whose accrued annual leave entitlement equals or exceeds eight (8) weeks may be directed in writing to take up to four (4) weeks of their accrued leave entitlement.
- 32.3.2 The time of taking the leave will be by mutual agreement. In the event an agreement can't be reached, the time of taking the leave will be determined by Pulse, having regard to operational requirements and any matters raised by the individual employee.
- 32.3.3 Any written direction to take annual leave:
 - a. Must be given at least eight (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 eight (8) weeks when the direction is given or at the time the leave is taken.
- 32.3.4 Where an employee is directed to take annual leave, Pulse will be entitled to deduct the amount of annual leave directed to be taken.

32.4 Cashing out annual leave

- 32.4.1 Pulse and an employee may agree in writing to the cashing out accrued annual leave by the employee. Each occasion the employee requests to cash out annual leave must be separate.
- 32.4.2 The agreement must state:
 - a. The amount of leave to be cashed out; and
 - b. The date on which the payment is to be made.
- 32.4.3 The agreement must be signed by Pulse and the employee. For employees under the age of eighteen (18), the agreement must be signed by the employee's parent or guardian. A copy of this agreement will be placed on their employee file.
- 32.4.4 The amount the employee is paid by cashing out their annual leave will not be less than if the employee had taken the annual leave.
- 32.4.5 An agreement must not result in the employee's remaining accrued balance of annual leave being less than four (4) weeks.
- 32.4.6 Employees are able to cash out up to two (2) weeks of annual leave in every twelve (12) month period, provided they meet the requirement in clause 32.4.5.
- 32.4.7 Pulse will not unreasonably refuse or force an employee to cash out leave.
- 32.4.8 Full time and part time employees can request to take annual leave at half pay, subject to the provisions for applying for annual leave are met:
 - a. Annual leave is taken at a time that is mutually agreed between the employee and Pulse, in consideration of the impact on operational requirements; and
 - b. Where practicable, employees should request leave at least four (4) weeks prior to the date(s) requested.

33 Annual Leave Loading

- 33.1 Pulse will pay full time and part time employees annual leave loading in the first pay period in December each year, in accordance with the ordinary hours of work between 1 December in one year to 30 November the following year.
- a. For the 2024 annual leave loading payment, employees will be paid for the period 1 January 2024 to 30 November 2024 as annual leave loading has been paid until 31 December 2023.
- 33.2 Upon resignation or termination by Pulse for any reason, an employee will be paid their annual leave loading on their accrued entitlements, up to and including their final day of work, in their final pay.

33.3 Retail employees

- 33.3.1 Pulse will pay the greater of either:
- a. 17.5% of the employee's ordinary hourly rate of pay for all ordinary hours worked in the period; or
 - b. The employee's ordinary hourly rate of pay for all ordinary hours worked in the period, inclusive of penalty rates.

33.4 Hospitality employees

- 33.4.1 Pulse will pay employees a loading of 17.5% of their ordinary hourly rate of pay in accordance with the ordinary hours of work during the period.

34 Direction to take Annual Leave during Shutdown

- 34.1 This clause applies if Pulse:
- a. Intends to shut down all or part of its operation for a particular period (temporary shutdown period); and
 - b. Wishes to require affected employees to take paid annual leave during this period.
- 34.2 Pulse may shut down all or part of its operations once per year in line with the end of year break. The temporary shut down period will either be for a two (2) week or three (3) week period.
- a. If the temporary shutdown period is for two (2) weeks, it will involve:
 - i. One (1) week whereby affected employees will be required to take leave in accordance with clause 34.5 – 34.9; and
 - ii. Concessional days (refer to clause 36.2).
 - b. If the temporary shutdown period is for three (3) weeks, it will involve:
 - i. One (1) week whereby affected employees will be required to take leave in accordance with clause 34.5 – 34.9; and
 - ii. One (1) week of additional leave whereby the affected employees are not required to utilise their accrued paid leave entitlements. This will be paid on a pro rata basis; and
 - iii. Concessional days (refer to clause 36.2).

- 34.3 Pulse must give the affected employees twenty eight (28) days' written notice of the temporary shutdown period, or any shorter period agreed between Pulse and the majority of relevant employees.
- 34.4 Pulse must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 34.3 and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- 34.5 Pulse may direct affected employees to take a period of paid annual leave, to which they have accrued an entitlement, during a temporary shutdown period in accordance with clauses 34.2(a) and (b).
- 34.6 A direction by Pulse under clause 34:
a. Must be in writing; and
b. Must be reasonable.
- 34.7 Employees must take paid annual leave in accordance with a direction under clause 34.5.
- 34.8 In respect of any part of the temporary shutdown period which is not the subject of a direction under clause 34.5, Pulse and the affected employees may agree, in writing, for them to take leave without pay during that part of the temporary shutdown.
- 34.9 Employees may take annual leave prior to it being accrued during a temporary shutdown period, up to a period of thirty eight (38) hours or one (1) week (pro rata for part time employees).
- 34.10 This clause does not apply to any period of annual leave that an employee is required to take in accordance with clause 32.3.

35 Personal/Carer's Leave

- 35.1 An employee's entitlement to personal/carers leave under this Agreement will be:
a) Full time employees are entitled to twelve (12) days of paid leave each year.
b) Part time employees are entitled to twelve (12) days per year, pro rata to that of a full time employee.
- 35.2 Untaken leave is cumulative.
- 35.3 Employees are able to take personal/carers leave, in accordance with the NES under the following circumstances if either:
a. The employee is ill or has been injured; or
b. The employee is required to care for a member of their immediate family, as defined in clause 5 of this Agreement, who needs the employee's care and support because of illness, injury or unexpected emergency effecting the person.
- 35.4 An employee will provide notice of their absence to their manager by phone conversation as soon as practicable (which may be a time after the leave has started) and must advise Pulse of the reason for leave and the period, or expected period, of the leave.

- 35.5 Employees will provide Pulse any such evidence as reasonably requested that they were unable to attend work for the period of absence claimed.
- 35.6 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 household requires care or support because of a personal illness or injury, or an unexpected emergency.
- 35.7 An employee may take unpaid carer's leave for each occasion as a single continuous period of up to two (2) days, or any separate periods to which the employee and Pulse agree. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal and carer's leave (this does not apply to casuals who have no entitlement to paid personal and carer's leave).

36 Public Holidays & Concessional Days

36.1 Public holidays

- 36.1.1 Public holidays will be provided for as per the NES.
- 36.1.2 Work on a public holiday is voluntary.
- 36.1.3 When a public holiday falls on a full time or part time employee's ordinary working day, and the employee does not elect to work, 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.
- 36.1.4 Where an employee elects to work on a public holiday, they will be paid for the time worked in accordance with clause 31.4. All employees working on a public holiday will receive a minimum payment of three (3) hours' pay.
- 36.1.5 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.
- 36.1.6 An employee (other than a casual employee) who does not work a regular roster and is not rostered to work on a public holiday, will have the option to elect:
- a. Payment of an additional day's ordinary rate of pay; or
 - b. An additional day of annual leave added to the employee's annual leave balance.

The number of hours for the payment or annual leave accrual outlined in 36.1.6(a) and (b) will be determined based off the employee's average hours worked per shift on the day the public holiday falls for the eight (8) weeks prior to the public holiday.

- 36.1.7 Pulse will not change an employee's regular roster to avoid public holiday benefits.

36.2 Concessional days

- 36.2.1 Permanent and maximum term employees will receive concessional days without loss of pay, for the days they would ordinarily work during the concessional period (the working days that fall between Boxing Day and New Year's Day).
- 36.2.2 Full time employees who are not required to work are entitled to three (3) working days during the concessional period.
- 36.2.3 Part time employees, who are not required to work, will be entitled to up to three (3) days during the concessional period, if the day(s) were a day(s) that the employee would have otherwise normally worked. In the instance where a part time employee doesn't have a regular roster, they will be paid an average of the daily hours worked in the month of December immediately prior to the concessional period.
- 36.2.4 If employees are required to work during the concessional period, employees will be eligible to exchange their concessional day(s) entitlement to another time. This arrangement is to be mutually agreed in writing between the employee and Pulse, based on operational requirements. The entitlement is to be taken by the end of January the following year, otherwise it will be forfeited.
- 36.2.5 Concessional days are non-accumulative days.
- 36.2.6 Concessional days will be paid at the employee's ordinary rate of pay.

37 Long Service Leave

- 37.1 An employee covered by this Agreement will be entitled to long service leave in accordance with the provisions under the *Long Service Leave Act 1955* and subsequent amendments to that Act.
- 37.2 Full time and part time employees can request to take long service leave at half pay by submitting a request in writing to their manager. Unless otherwise agreed between the employee and Pulse, the request must be made at least eight (8) weeks prior to the date(s) requested.

38 Parental Leave

38.1 Eligibility and general conditions

- 38.1.1 Employees may be entitled to take parental leave in accordance with the provisions of this clause if they:
- Have completed at least fifty two (52) weeks of continuous' paid service with Pulse prior to the commencement of any parental leave; and
 - Have or will have primary responsibility for the care of the child(ren).
- 38.1.2 Casual employees must meet the criteria outlined in clause 38.1.1 and have worked with Pulse on a regular and systematic basis for a least twelve (12) months and have reasonable expectation of ongoing employment on a regular and systematic basis had they not taken parental leave.
- 38.1.3 Eligible employees are entitled to an initial period of twelve (12) months of parental or adoption leave in total and may request an extension of a further twelve (12) months (up to twenty four (24) months in total). This includes all paid and unpaid leave entitlements taken during this period.
- If the employee is married or in a de facto relationship, parents can take a combined total of twenty four (24) months of unpaid parental leave.
 - Requests for an extension must be submitted in writing to the employee's manager, at least four (4) weeks before the end of the employee's initial period of parental leave. Pulse will respond to the request within twenty one (21) days. The request may be refused on reasonable business grounds.
 - Concurrent leave can be taken for a period of up to twelve (12) months at any time within twenty four (24) months of the birth or adoption of a child(ren). The concurrent leave can be taken in separate periods. Each period must be at least two (2) weeks unless a shorter period is agreed. Employees may be able to apply for an extension of up to twelve (12) months beyond the initial twelve (12) month leave period.
- 38.1.4 Applications for parental or adoption leave must be submitted by employees to their manager, in writing, and then to People and Culture at least four (4) weeks prior to the intended commencement date. Employees are responsible for notifying their manager of any changes to their parental or adoption leave dates. Applications will include relevant information including the intended commencement date and intended return to work date.
- 38.1.5 Confirmation of parental or adoption leave arrangements will be provided by People and Culture to employees in writing prior to the commencement of leave.
- 38.1.6 Employees will provide either a medical certificate which states the expected due date of the child(ren), or a statutory declaration that demonstrates a parental relationship to the child(ren) (including the date of placement in the case of adoption). This must be provided upon application for parental or adoption leave as per clause 38.1.4.
- 38.1.7 Accrued leave entitlements (excluding personal/carer's leave) may be applied for as part of unpaid parental leave. This leave is deemed as parental or adoption leave and the total period of leave must not exceed twelve (12) months.

- 38.1.8 Parental or adoption leave is not extended to compensate for any public holiday or concessional day as listed in clause 36.
- 38.1.9 An employee who takes parental leave will not be eligible for partner leave in respect of the same child(ren).
- 38.1.10 An employee who wishes to continue working within six (6) weeks of their expected due date will be required to provide a medical clearance. Where, for medical reasons, an employee wishes to commence parental leave earlier than six (6) weeks prior to the expected due date of their child(ren), they must submit a written request to their manager and provide a medical certificate in support of their needs.
- 38.1.11 Unpaid parental leave does not count as service for the purpose of long service leave but, will not impact continuous service.
- 38.1.12 Employees will return to work in accordance with clause 38.7. If an employee wants to return to work earlier than six (6) weeks after the birth of their child(ren), they will be required to provide a medical certificate indicating their fitness to undertake duties.

38.2 Pulse paid parental leave

- 38.2.1 Permanent and maximum term employees who meet the eligibility requirements outlined in 38.1 are entitled to twelve (12) weeks of paid parental or adoption leave at their ordinary rate of pay (pro rata where necessary), or twenty four (24) weeks at half pay.
- 38.2.2 Paid parental leave will be paid in accordance with Pulse's regular pay periods.
- 38.2.3 Eligible employees who are on a maximum term contract, will be entitled to receive paid parental, partner or adoption leave. If a maximum term employee's contract is due to end prior to the end of the paid entitlement, this paid entitlement will cease in line with the end date of the contract.
- 38.2.4 Employees who are not entitled to parental or adoption leave may apply to their manager for unpaid parental leave.
- 38.2.5 All leave entitlements as listed in clauses 32, 35 and 37 will continue to accrue while an employee is on Pulse paid parental or adoption leave. These leave entitlements will not accrue for employees on unpaid parental leave.
- 38.2.6 Where a neonatal death has occurred (i.e. the child(ren) is stillborn or dies), the employee will receive six (6) weeks of Pulse paid parental leave from the date of death. An employee may return to work earlier than planned, provided that four (4) weeks' notice of their return is provided to their manager and People and Culture, including a medical certificate in support of their return.

38.3 Pulse paid adoption leave

- 38.3.1 Permanent or maximum term employees who meet the eligibility requirements outlined in clause 38.1 are entitled to the same entitlements as paid parental leave in clause 38.2 under either of the following conditions:
- a. The child(ren) has been living with the employee or their partner for a period of less than three (3) months; and
 - b. Is not a child or stepchild of the employee or the partner of the employee.
- 38.3.2 Employees who are taking adoption leave are entitled to two (2) days of unpaid preadoption leave to attend relevant interviews or examinations.

38.4 Pulse paid partner leave

- 38.4.1 Following the birth or adoption of their child(ren), an employee who is a partner and not the primary care giver of the child(ren), is entitled to access up to five (5) days of paid partner leave (pro rata for part time employees) to provide support to the primary care giver. This leave must be taken within twelve (12) months after the birth of the child(ren (or date of placement in the case of adoption).
- 38.4.2 Upon application for partner leave, Pulse will require either a medical certificate which states the anticipated date of birth of the child(ren), or a statutory declaration that demonstrates a parental relationship to the child(ren) (including the date of placement in the case of adoption).
- 38.4.3 Permanent and maximum term employees are eligible for this leave once they have completed the required period of continuous service as outlined in clause 38.1.

38.5 Having another child(ren)

- 38.5.1 To be eligible for a second period of Pulse paid parental or adoption leave as per clause 38.2, employees must return to work for a continuous period of twelve (12) months after returning from their initial period of parental leave.
- 38.5.2 If employees do not meet the twelve (12) month eligibility criteria, outlined in clause 38.5.1, they are still eligible to take unpaid parental leave as per the NES. In this case, employees won't receive any Pulse paid parental leave entitlements as outlined in clause 38.2.

38.6 Pulse paid foster parent leave

- 38.6.1 A maximum of five (5) days of paid foster parent leave is available to employees who are the primary care giver of a foster child(ren) who is placed into their family for an anticipated period of more than six (6) months, from the time the child(ren) enters their care.
- 38.6.2 Employees must provide satisfactory evidence and are required to be able to confirm the foster arrangement and the intended period of placement.

38.7 Resumption of duty after parental leave

- 38.7.1 Employees must provide four (4) weeks notification to their manager in writing to Pulse of their intention to return to work.
- 38.7.2 Employees are entitled to return to their substantive position and the working arrangements they held before commencing parental or adoption leave. Where their substantive position no longer exists or has changed, Pulse will consult with the employee in accordance with clause 13.
- 38.7.3 Employees will return to the position and working pattern they held prior to commencing parental or adoption leave at the end of their parental or adoption leave unless they have:
- a. Submitted their resignation to their manager in writing and provided the required notice; or
 - b. Have written confirmation of other agreed arrangements from Pulse; or
 - c. Have requested an alternative flexible work arrangement as per clause 38.8.
- 38.7.4 Employees will be deemed to have abandoned their employment if they do not meet the requirements and circumstances specified in clause 38.7.3 and clause 12 will apply.

38.8 Flexible working arrangements upon returning to work after parental or adoption leave

- 38.8.1 Employees who have taken parental or adoption leave may request to change their working arrangements.
- 38.8.2 Employees are entitled to make this request because they are a parent of or have responsibility for the care of a child(ren) who is school age or younger.
- 38.8.3 Flexible working arrangements may include:
- a. Flexible start and finish times.
 - b. Compressed hours (working more hours over fewer days).
 - c. Part time or casual work.
 - d. Job sharing.
 - e. Working from home.
 - f. An increase or decrease in hours worked.
- 38.8.4 In order to make a request for flexible working arrangements, an employee must:
- a. Submit the request in writing to their manager; and
 - b. Explain the requested changes, including hours and days; and
 - c. Explain the reasons for the requested changes.
- 38.8.5 Pulse will consider the request and discuss it with the employee in order to reach a mutual agreement. Pulse will provide a response to the request in writing within twenty one (21) days of receiving the request, outlining whether the request has been approved or denied. Pulse will only decline a request on reasonable business grounds and if this is the case, the reasons for declining the request will be outlined in the letter provided to the employee.

38.8.6 The duration for the flexible working arrangement will be determined on a case by case basis between Pulse and the employee. An employee will return to their substantive position at the conclusion of the flexible working arrangement, unless otherwise agreed between the employee and Pulse. If the substantive position no longer exists, the provisions under clause 13 will apply.

38.8.7 Flexible working arrangements will cease if the employee commences a new period of parental or adoption leave.

38.9 Government funded parental leave pay

38.9.1 Employees who are the primary carer of a newborn or newly adopted child(ren) may be entitled to parental leave pay from the government. This leave is stand alone to Pulse entitlements and eligibility is outlined on the Services Australia website.

38.10 Pre-natal leave

38.10.1 An employee who is entitled to parental leave as per clause 38.1 is able to access up to 7.6 hours of pre-natal leave to assist in attending necessary medical appointments.

38.10.2 Appointments should be made as close as possible to start or finish of the employee's shift to minimise disruption.

39 Compassionate Leave

39.1 A full time or part time employee is entitled to up to three (3) days of paid compassionate leave (pro rata for part time employees), paid at the employee's ordinary rate of pay, on each occasion.

39.2 Compassionate leave can be taken in the following circumstances:

- a. A member of the employee's immediate family or household dies, or contracts or develops a life-threatening illness or injury; or
- b. A baby in the employee's immediate family or household is stillborn; or
- c. An employee has a miscarriage; or
- d. Their current spouse or de facto partner has a miscarriage.

39.3 The employee must notify Pulse as soon as practicable of their intention to take compassionate leave and will, if required by Pulse provide proof of the circumstance the leave is taken as per clause 39.2.

39.4 Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request, Pulse will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

39.5 An employee (including a casual employee) is entitled to two (2) days of unpaid compassionate leave for the purposes outlined in clause 39.2 and will provide evidence as per clause 39.3.

- 39.6 An employee may take compassionate leave for each occasion as either:
- a. A single continuous three (3) day period; or
 - b. Three (3) separate periods of one (1) day each; or
 - c. Any separate periods to which the employee and Pulse agree.

40 Family and Domestic Violence Leave

40.1 Eligibility

- 40.1.1 This leave applies to all employees, including casuals.

40.2 Definitions

For the purposes of clause 40:

- 40.2.1 **Family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful of harm.
- 40.2.2 **Family member** means one or more of the following:
- a. A spouse, de facto partner, child, parent, grandparent, grandchild or sibling to the employee; or
 - b. A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - c. A member of the employee's household; or
 - d. A current or former intimate partner of the employee; or
 - e. A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- 40.2.3 A reference to a spouse or de facto partner in clause 40.2.2 includes a former spouse or de facto partner.

40.3 Paid entitlement

- 40.3.1 Employees who are experiencing family and domestic violence are entitled to take ten (10) days of paid leave each year. This leave:
- a. Is available in full immediately; and
 - b. Does not need to be taken all at once (can be taken as single or multiple days, by agreement); and
 - c. Renews every twelve (12) months from the employee's work anniversary date; and
 - d. Does not accumulate from year to year.

40.4 Leave purpose

- 40.4.1 Employees can take this leave if they are experiencing family and domestic violence and need to do something to deal with the impact of family and domestic violence. This could include:
- a. Making arrangements for their safety, or safety of a family member (including relocation); or
 - b. Attending court hearings/proceedings; or
 - c. Accessing police services.

40.5 Notice and evidence requirements

- 40.5.1 An employee must give their manager notice of taking the leave. The notice must:
- a. Be given to Pulse as soon as practicable (which may be a time after the leave has started); and
 - b. Advise Pulse of the period, or expected period, of the leave.
- 40.5.2 Employees will be required to provide supporting evidence to show they took the leave to deal with family and domestic violence. This can include:
- a. A statutory declaration; or
 - b. Documents issued by the police; or
 - c. Documents issued by a court; or
 - d. Family violence support service documents.

40.6 Payment for leave

- 40.6.1 Permanent and maximum term employees will be paid at their full rate of pay for the hours they would have worked if they weren't on leave.
- 40.6.2 Casual employees will be paid at their full rate of pay for the hours they were rostered to work.
- 40.6.3 For the purposes of clause 40, **full rate of pay** means an employee's base rate of pay, plus any:
- a. Loadings.
 - b. Allowances.
 - c. Overtime or penalty rates.
 - d. Incentive based payments and bonuses.
 - e. Any other separately identifiable amounts.
- 40.6.4 If an employee is on another period of leave and experiences family and domestic violence, the employee is able to access paid family and domestic violence leave. Once the employee provides supporting evidence as per clause 40.5, Pulse will recredit the balance of any paid leave from the date stated on the documentation provided.

40.7 Confidentiality

- 40.7.1 Pulse will take all steps possible to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 40 is treated confidentially, as far as it is reasonably practicable to do so.

40.7.2 Clause 40 does not prevent Pulse from disclosing information provided by an employee if the disclosure is required by Australian law or is necessary to protect the life, health or safety of the employee or another person.

41 Blood Donor Leave

- 41.1 If a full time or part time employee wishes to donate blood, the employee may do so during working hours without loss of pay provided that:
- a. The time and day selected is mutually agreed with the employee's manager and does not disrupt Pulse operations; and
 - b. The employee is able to donate blood at a place within the Illawarra region; and
 - c. The employee must provide Pulse proof that they have donated blood; and
 - d. This entitlement is limited to a maximum of two (2) hours on no more than three (3) occasions in any one (1) year of employment.

42 Community Service Leave

42.1 Eligibility

- 42.1.1 Employees are entitled to take community service leave for the purpose of voluntary emergency management activities.
- 42.1.2 For the purposes of community service leave, an employee must be engaging in a voluntary emergency management activity that meets the following eligibility:
- a. An employee is involved in an activity that involves dealing with an emergency or natural disaster; and
 - b. The employee engages in the activity on a voluntary basis; and
 - 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 is associated with a recognised emergency management body, which includes:
 - i. A body that has a role or function under a plan that is for coping with emergencies/natural disasters (prepared by the Commonwealth or a state or territory); or
 - ii. A firefighting, civil defence or rescue body (for example the State Emergency Service, Country Fire Authority, RSPCA in respect of animal rescue during emergencies or natural disasters); or
 - iii. Any other body which is mainly involved in responding to an emergency or natural disaster.
- 42.1.3 Employees are entitled to take community service leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of unpaid community service leave an employee may take.
- 42.1.4 Casual employees are not entitled to paid community service leave as per clause 42.3.

42.2 Notice and evidence requirements

- 42.2.1 An employee who takes community service leave must provide:
- a. Notice of their absence as soon as possible (this may be after the leave starts); and
 - b. The period or expected period of their absence (including dates); and
 - c. Supporting evidence of their involvement with a recognised emergency management body outlined in 42.1.2(d).

42.3 Paid community service leave

- 42.3.1 If a permanent or maximum term employee meets the following criteria:
- a. They meet the notice and evidence requirements in clause 42.2.1; and
 - b. They are a volunteer of an emergency management body listed in clause 42.1.2(d); and
 - c. They are requested by an emergency management body listed in clause 42.1.2(d) to engage in an emergency activity in the Illawarra region; or
 - d. It would have been reasonable to expect that such a request would have been made if circumstances permitted.

They will be entitled to receive the below payments for participating in emergency management activities:

- a. Up to three (3) consecutive days at their ordinary rate of pay in any one (1) month; and
 - b. One (1) recovery day at their ordinary rate of pay.
- 42.3.2 For participation outside of the Illawarra, entitlements are:
- a. Up to two (2) consecutive days at their ordinary rate of pay in any one (1) month; and
 - b. One (1) recovery day at their ordinary rate of pay.
- 42.3.3 This leave is non-cumulative.
- 42.3.4 Other leave, including leave without pay, annual leave or personal leave can be accessed for any additional absence from work, at management discretion.

43 Study Leave

- 43.1 Permanent full time and part time employees working twenty five (25) hours or more per week are entitled to paid leave (pro rata for part time employees) each university session to assist with preparation of major exams and projects.
- a. Retail employees are entitled to up to two (2) days paid leave (pro rata for part time employees).
 - b. Hospitality employees are entitled to up to four (4) days paid leave (pro rata for part time employees).
- 43.2 Study leave may be taken in half days.
- 43.3 To apply for study leave to attend exams, employees are required to submit to their manager:
- a. The requested day(s) and times; and
 - b. A copy of their exam timetable; and
 - c. Proof of the project, for example as stated in the subject outline.
- 43.4 Employees can request study leave in writing to their manager, along with the required supporting evidence in clause 43.3. Pulse will give consideration to the reasonable operational requirements of the business when considering the request.
- 43.4 Pulse will pay for or reimburse an employee who attends a course or seminar at Pulse's request. The costs associated that may be covered include travel, meals and accommodation. These costs are to be pre-approved with the employee's manager in advance.

44 Natural Disaster Leave

- 44.1 Permanent and maximum term employees are entitled to three (3) days per year (pro rata for part time employees) of paid leave in the event of a natural disaster having direct impact on the employee or their immediate family as defined in clause 5.
- 44.2 Employees are to notify their manager and apply for leave as soon as possible in the event of a natural disaster. Supporting documentation is required to justify their absence such as a natural disaster declaration in the area the employee lives.

45 Defence Force Leave

- 45.1 Permanent and maximum term employees are entitled to a maximum of two (2) weeks of paid leave per year to attend defence force reserves approved activities (pro rata for part time employees).
- 45.2 Employees are required to provide four (4) weeks' notice of their intention to take defence force leave to their manager in writing and provide supporting documentation.
- 45.3 Pulse will pay employees any gap between the training payment they receive and their ordinary rate of pay for up to two (2) weeks while they are absent from work.

- 45.4 Employees must provide evidence of any fees they receive (other than travel allowance, meal allowance or other incidental components).
- 45.5 If leave is in excess of two (2) weeks, an employee can take their annual leave or take leave without pay, as agreed upon with Pulse.

46 Jury Service

- 46.1 A permanent or maximum term employee will be paid for up to ten (10) days of absence during any period they are required to attend jury service.
- 46.2 An employee will provide Pulse:
- a. Notice of requirement to attend jury service as soon as practicable after receiving notification that they are required to attend, including the dates and duration of their involvement; and
 - b. Proof of attendance at jury service; and
 - c. Proof of government payment for jury service, which must include evidence of any fees they receive (other than travel allowance, meal allowance or other incidental components).
- 46.3 Payment while on jury service will be the difference between the amount the employee is paid for attendance at jury service and their ordinary rate of pay for the period of attendance in accordance with clause 46.1.

Part 7 – Miscellaneous

47 Uniforms

- 47.1 Where Pulse requires an employee to wear a designated uniform:
- a. The uniform will be supplied by Pulse as outlined in the Pulse Uniform and Dress Code Policy; and
 - b. The uniform will remain the property of Pulse and will be replaced by Pulse upon fair wear and tear.

48 Work Clothes and Safety Equipment

- 48.1 Pulse will provide an employee with all necessary safety equipment and clothing. The employee must use and wear these items at all times when necessary and must take reasonable care of them.
- 48.2 Pulse will replace all broken or lost items. In the case it is found that any clothing or equipment is deliberately damaged, broken or lost, the employee will be required to replace the item(s).

- 48.3 Pulse will provide safety boots, upon request, for employees working in back dock areas, using forklifts or where employees are required to move pallets and/or handle stock in back dock areas.
- 48.4 Pulse will provide wet weather gear for employees required to work in outdoor areas.

49 Work Health and Safety

- 49.1 Pulse will follow the below procedure to ensure that employee concerns and health and safety risks involving an excessive workload are effectively managed:
- a. In the first instance, an employee should discuss the issue with their manager and where possible explore solutions to this issue together.
 - b. If a solution cannot be identified the matter should be referred to the senior manager for further discussion.
 - c. The outcome of each discussion and proposed solutions should be recorded and a copy will be provided to the employee that raised the issue.
 - d. If the employee is dissatisfied with the outcome, refer to clause 8.
- 49.2 If an issue is raised, Pulse will review the employee's workload and consider the following criteria:
- a. An employee's ability, experience and training; and
 - b. Tasks undertaken, including the nature and time taken to complete the task; and
 - c. The overall demands of the work being undertaken, particularly the physical nature of the tasks and its repetitiveness; and
 - d. The environment, including the layout of a specific area; and
 - e. The availability of equipment and/or resources; and
 - f. Staffing arrangements and an employee's decision to work additional hours; and
 - g. Budget considerations.

50 Exhibition of Agreement in the Workplace

- 50.1 Pulse will make this Agreement accessible to employees through the Pulse intranet and Pulse website or provide a hard copy upon request.

51 Union Matters

- 51.1 Pulse will provide space on notice boards for union business.
- 51.2 Pulse will provide the relevant union organiser with one unpaid meeting of one (1) hour each calendar year to discuss workplace issues. A request must be forwarded to the employee's manager and People and Culture and be approved in writing beforehand. At least seven (7) days' notice will be required, and meetings are to be held at times that are convenient to Pulse.
- 51.3 Pulse will provide workplace access to the union on a six (6) monthly basis to capture new employees, provided the right of entry requirements are met.

51.4 For further union matters, please refer to the delegates rights' clause in your relevant underpinning modern award, being either the *General Retail Industry Award 2020* or *Hospitality Industry (General) Award 2020*.

52 Signatories



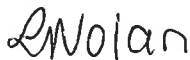
Alfonso Maccioni
Chief Executive Officer
UOW Pulse Ltd

Northfields Avenue
WOLLONGONG NSW 2500

A person duly authorised by the employer to sign
on the employer's behalf

27-6-24

Date



WITNESS

Name: LAURA NOLAN
Position: PEOPLE & CULTURE LEAD
Address: NORTHFIELDS AVE
WOLLONGONG NSW 2500

27/6/24

Date



For and on behalf of Retail Employees

Name: Julia Del Bianco
Position: Retail E-Commerce Coordinator
Address: Northfields Avenue
Wollongong NSW 2500

27/6/24

Date



WITNESS


Name: Fiona-Lucia Edwards
Position: Retail Team Leader
Address: Northfields Avenue
Wollongong NSW 2500

27/6/24


Date


For and on behalf of Hospitality Employees
Name: Oliver Ward
Position: Food and Beverage Supervisor
Address: Northfields Avenue
Wollongong NSW 2500


27/06/24
Date


WITNESS
Name: Cassandra McCracken
Position: Events & Catering Coordinator
Address: Northfields Avenue
Wollongong NSW 2500

27/06/24
Date


For and on behalf of Shop, Distributive and Allied Employees Association (SDA) NSW
Name: MICHAEL DONOVAN
Position: NATIONAL PRESIDENT
Address: 6TH FLOOR 53 QUEEN ST
MELBOURNE VIC 3000

1/07/24
Date


WITNESS
Name: MAURO MORETTA
Position: ASSISTANT STATE SECRETARY
Address: LEVEL 3, 65 SOUTH BANK BLVD,
SOUTH BANK VIC 3006

1/7/2024
Date

Schedule A – Rates of Pay

TABLE 1 – MINIMUM RATES AND WAGE INCREASES

Level	Position	Current Hourly Rate	8 July 2024	7 July 2025	6 July 2026
			Rates	Rates	Rates
Hospitality Employees					
Level 1	Kitchenhand	\$23.23	\$24.70	The relevant Modern Award rate as adjusted by the FWC annual wage review 2024 – 25, plus 2.5%.	The relevant Modern Award rate as adjusted by the FWC annual wage review 2025 – 26, plus 2.5%.
Level 2	Food and Beverage Attendant	\$24.08	\$25.60		
Level 2	Cook Grade 2 Catering Assistant	\$24.87	\$26.45		
Level 3	Team Leader Clerical	\$24.87	\$26.45		
Level 3	Cook Grade 3	\$26.18	\$27.85		
Level 4	Senior Clerical	\$26.18	\$27.85		
Level 4	Food & Beverage Supervisor Chef Cook Grade 4	\$27.83	\$29.59		
Level 5	Chef de Partie	\$28.57	\$30.38		
Level 6	Assistant Manager Senior Chef	\$28.74	\$30.57		
Retail Employees					
Level 1	Retail Assistant	\$24.73	\$26.29	The relevant Modern Award rate as adjusted by the FWC annual wage review 2024 – 25, plus 2.5%.	The relevant Modern Award rate as adjusted by the FWC annual wage review 2025 – 26, plus 2.5%.
Level 2	Senior Retail Assistant	\$25.29	\$26.90		
Level 3	Retail Team Leader	\$25.69	\$27.32		
Level 4	Specialised Retail Assistant Retail E-Commerce Coordinator	\$26.18	\$27.85		
Level 5	Retail Bookshop Assistant Retail Supervisor	\$27.26	\$28.99		
Level 6	Supermarket Assistant Manager UniShop Book Coordinator	\$27.66	\$29.41		

TABLE 2 – ALLOWANCES

Allowance	Entitlement and Frequency	Rate Upon Approval
Laundry Allowance – Retail	Per shift	\$1.25
Laundry Allowance – Hospitality	Per shift	\$2.03
First Aid Allowance – Retail	Per week	\$12.94
First Aid Allowance – Hospitality	Per week (full time employees)	\$12.05
	Per shift (part time and casual)	\$2.41
Meal Allowance – Hospitality	Per shift – greater than 9+ hours worked	\$14.71
Meal Allowance – Retail	Per shift – greater than 9+ hours worked	\$14.28
Meal Allowance (overtime) – Retail	Per occasion – where the overtime worked is less than 4 hours	\$22.99
Meal Allowance (overtime) – Retail	Per occasion – where the overtime worked is 4 hours or more	\$20.85
Meal Allowance (overtime) – Hospitality	Per occasion	\$16.31
Deli Allowance	Per occasion	\$1.17
Split Shift – Hospitality	Per shift – where the period between shifts is between 2 and 3 hours	\$3.28
Split Shift – Hospitality	Per shift – where the period between shifts is more than 3 hours	\$4.98
Tool Allowance – Hospitality	Per day	\$2.03
Allowances will be adjusted in line with the following:		
7 July 2025	By the percentage increase to the relevant Modern Award allowance, as adjusted by the FWC annual wage review 2024 – 25.	
6 July 2026	By the percentage increase to the relevant Modern Award allowance, as adjusted by the FWC annual wage review 2025 – 26	

Schedule B – Classification Structure

TABLE 3 – HOSPITALITY CLASSIFICATION STRUCTURE

Level	Position	Indicative Duties
Level 1	Kitchen Hand	<ul style="list-style-type: none"> Glass collection and cleaning General cleaning of dishes, equipment & cooking utensils Hosing, scrubbing and mopping floors Basic food assembly under direction Rubbish disposal Clearing and cleaning tables
Level 2	Food & Beverage Attendant	<ul style="list-style-type: none"> Responsible Service of Alcohol (RSA) certification, execution and compliance Attend the bar and facilitate drinks service including serving alcohol and receiving payments General waiting duties, including food and/or beverage service Customer service and enquiries Basic cellar duties, including draft beers and packaged products Undertake venue opening and closing procedures Sandwich and basic food preparation Compliant reheating of prepared meals
	Cook Grade 2 Catering Assistant	<ul style="list-style-type: none"> Sandwich and basic food preparation Compliant reheating of prepared meals Safe food storage, labelling & compliant food handling procedures
Level 3	Team Leader Clerical	<ul style="list-style-type: none"> Responsible for opening, closing and alarm activation of venues Work individually without supervision and direction Give direction to other staff Specialised wine, product knowledge, cooking or service skills General administration duties in support of hospitality operations, including processing accounts and creating invoices
	Cook Grade 3	<ul style="list-style-type: none"> Give direction to other staff Prepare and cook food items as per standard recipes Specialised wine, product knowledge, cooking or service skills
Level 4	Senior Clerical	<ul style="list-style-type: none"> Train and supervise staff on lower levels Responsible for cash control and reconciliation Use of spreadsheets and complex table formulas
	Food & Beverage Supervisor Chef	<ul style="list-style-type: none"> Supervise a small team (3) with capability to take operational responsibility when needed Train and supervise staff on lower levels Responsible for cash control and reconciliation Use of spreadsheets and complex table formulas Trade qualified cook performing specialised cooking duties
	Cook Grade 4	<ul style="list-style-type: none"> Trade qualified cook performing specialised cooking duties
Level 5	Chef de Partie	<p>Level 4 duties, plus:</p> <ul style="list-style-type: none"> Analyse and control cost of goods and ordering procedures Responsible for department compliance of policy, procedure and legislation Supervisory responsibilities for a business unit with capability to adopt overall unit responsibility in the absence of the manager
Level 6	Assistant Manager Senior Chef	<p>Level 5 duties, plus:</p> <ul style="list-style-type: none"> Supervise a team (12 or more), across multiple units Financial and operational responsibility Demonstrate a high level of initiative and autonomy Research, analyse and present supplier and/or product information Responsible for the maintenance and updating of POS and inventory control systems Responsible for budgetary controls including cost of goods, labour costs and overheads

*The position titles listed in the table are indicative only and may be subject to change.

TABLE 4 – RETAIL CLASSIFICATION STRUCTURE

Level	Position	Indicative Duties
Level 1	Retail Assistant	<ul style="list-style-type: none"> • Provide customer service and assistance • Operate point of sale (POS) terminals and undertake cash handling • Prepare for sale fresh foods, groceries, general merchandise and any other retail goods • Display and ticketing of goods • General retail store duties including storing or replenishment of goods and stocktaking • General cleaning duties
Level 2	Senior Retail Assistant	Level 1 duties, plus: <ul style="list-style-type: none"> • Stock procurement for designated departments/sections • Basic supervision of lower grade employees • Web order processing • Receiving of goods, returns and associated process • Forklift operator • Ride on equipment operator
Level 3	Retail Team Leader	<ul style="list-style-type: none"> • Designated second in charge of supermarket sections • Responsible for the security and assisting in the general running of store, may be required to open or close the store alone.
Level 4	Specialised Retail Assistant Retail E-Commerce Coordinator	<ul style="list-style-type: none"> • Responsible for a defined department in general retail requiring a greater level of product knowledge, including: <ul style="list-style-type: none"> ○ General Book Buying ○ Information Technology ○ Stationary • Assist with supervision and training employees • Sales analysis and business development • Existing and new product development, merchandising and stock control
Level 5	Retail Bookshop Assistant Retail Supervisor	<ul style="list-style-type: none"> • Supervise, train and coordinate employees • Responsible for the development and maintenance of service and operational standards • Prepare operational reports, ensure adequate stock control and follow security procedures • Assist with employee rostering, recruitment and induction processes • Responsible for supervision of shop floor to ensure timely customer service and loss prevention • Book buyer assistance
Level 6	Supermarket Assistant Manager UniShop Book Coordinator	Duties of a level 5, plus: <ul style="list-style-type: none"> • Coordinate, plan and organise learning resources with key stakeholders • Stock ordering and control of goods/orders • Prepare required performance reports • Sales analysis and development

*The position titles listed in the table are indicative only and may be subject to change.

Schedule C – Training Wage

Please refer to the *General Retail Industry Award 2020* and the *Hospitality Industry (General) Award 2020*.

19 July 2024

Deputy President Cross
Fair Work Commission
Level 11, Terrace Tower
80 William Street
EAST SYDNEY NSW 2011

By email: Chambers.Cross.DP@fwc.gov.au

Dear Deputy President Cross,

FWC Matter – AG2024/2437 – Application for approval of the UOW Pulse Operations Agreement 2024

These written undertakings are provided by UOW Pulse Ltd (Pulse) (ABN 28 915 832 337) in relation to the Application for approval of the *UOW Pulse Operations Agreement 2024* (the Agreement) pursuant to section 190 of the *Fair Work Act 2009 (Cth)*.

1. Clause 5 of the Agreement will read to include a definition of 'shiftworker' as follows: Shiftworker means an employee who is a 7 day shiftworker regularly rostered to work on Sundays and public holidays in a business which has shifts which are continuously rostered 24 hours a day for 7 days a week. For each year of service, a shiftworker is entitled to 5 weeks of paid annual leave.
2. Clause 27.6 of the Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.

I have the authority given to me by UOW Pulse to give the following undertakings with respect to the Agreement.

Yours Sincerely,



Laura Nolan
People & Culture Lead
UOW Pulse Ltd
T: (02) 4221 3289 | E: lmarsland@uow.edu.au