



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Serco Australia Pty Ltd T/A Serco**  
(AG2019/2093)

### **SERCO - ADF HEALTH SERVICES CONTRACT (AHSC) NURSES’ COLLECTIVE AGREEMENT 2019**

Health and welfare services

COMMISSIONER PLATT

ADELAIDE, 3 JULY 2019

*Application for approval of the Serco - ADF Health Services Contract (AHSC) Nurses’  
Collective Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Serco - ADF Health Services Contract (AHSC) Nurses’ Collective Agreement 2019* (the Agreement) pursuant to s.182(4) of the *Fair Work Act 2009* (the Act) by SERCO Australia. The agreement is a single enterprise agreement that is a greenfields agreement.

[2] The matter was allocated to my Chambers on 27 June 2019.

[3] On 1 July 2019, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including the provision of an undertaking.

[4] The agreement is a greenfields agreement that meets the requirements of s.172(2)(b) of the Act.

[5] In accordance with s.187(5)(a) of the Act, I am satisfied that the Australian Nursing and Midwifery Federation (ANMF) is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to the work that is to be performed under it.

[6] The Applicant has submitted an undertaking in the required form dated 2 July 2019. The undertaking deals with the following topics:

- The Applicant has inserted a National Employment Standards (NES) precedence clause.
- Clause 35(e) will not operate in a manner inconsistent with the NES or to allow a deduction in excess of the amount of leave taken.

- Any hours worked in excess of ordinary hours defined by clause 19 of the Agreement will be overtime.

[7] I am satisfied that the reference to clause 46(i) contained in clause 46(j) is a typographical error and was intended to be a reference to Clause 46(a)(ii). I have accepted an undertaking that corrects this error and as a result I accept that the Agreement contains a consultation term which meets the requirements of s.205 of the Act.

[8] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives that responded, supported the undertaking.

[9] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[10] Pursuant to s. 53(2)(b) of the Act I note that the Agreement was made with the ANMF and that the Agreement covers this organisation.

[11] I am satisfied that each of the requirements of ss.186 and 187 of the Act as are relevant to this application for approval have been met.

[12] I am satisfied that it is in the public interest to approve the Agreement.

[13] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 31 October 2021.



COMMISSIONER

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## Serco – ADF Health Services Contract (AHSC) Nurses' Collective Agreement 2019

**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.**

## Arrangement

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## About the Agreement

### 1. Title

This Agreement is to be known as the “Serco – ADF Health Services Contract (AHSC) Nurses’ Collective Agreement 2019” (Agreement).

### 2. Parties

The parties to this Agreement are:

- (a) Serco Australia Pty. Limited [ACN 003 677 352] (“Serco”); and
- (b) Employees of Serco who are engaged in the classifications set out in schedule 1 to this Agreement to perform work under the ADF Health Services Contract.
- (c) The Australian Nursing and Midwifery Federation (“union”).

### 3. Period of operation

This Agreement is to operate seven days after the date of Approval by the Fair Work Commission. The nominal expiry date of this Agreement is 31 October 2021.

### 4. No further claims

- (a) The parties agree that this Agreement provides certainty for Employees as to their terms and conditions of employment and for Serco in terms of its cost structure and that neither Serco nor the Employees or their union will pursue extra claims during the period of operation of this Agreement.
- (b) This Agreement covers all matters or claims regarding the employment of the Employees which could otherwise be the subject of protected action pursuant to the FW Act.

### 5. Flexibility term and arrangements

- (a) Serco and an Employee covered by this Agreement may agree in writing to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the agreement deals with one or more of the following matters:
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;
    - allowances;
    - leave loading; and
  - (ii) the arrangement meets the genuine needs of Serco and Employee in relation to one or more of the matters mentioned in paragraph (i); and
  - (iii) the arrangement is genuinely agreed to by Serco and Employee.
- (b) Serco must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the *Fair Work Act*; and
  - (ii) are not unlawful terms under section 194 of the *Fair Work Act*; and

- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) Serco must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of Serco and Employee; and
  - (iii) is signed by Serco and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - the terms of the enterprise agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - how the Employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (d) Serco must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Serco or the Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if Serco and the Employee agree in writing, at any time.

## 6. Definitions

“Act” means the *Fair Work Act 2009*.

“Serco” means Serco Australia Pty. Limited [ACN 003 677 352]

“immediate family” means:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of an Employee.

“Child” in this Agreement is defined as it is under section 17 of the *Fair Work Act*.

“Ordinary rate of pay” means the annual (or hourly) salary excluding overtime, penalty rates, allowances, shift allowances, bonuses, superannuation and other like payments.

“Shift” means a period of time when an employee is requested to perform work, and actually performs work

“Shift Worker” For the purpose of this Agreement and for the NES a shift worker is defined as an employee who:

- (a) is regularly rostered over seven days of the week; and
- (b) regularly works in a ward or clinic environment that has shift working operation outside regular Monday - Friday day hours; and
- (c) actively participates in all rosters and shifts.

## 7. Relationship to National Employment Standards

The National Employment Standards apply as minimum entitlements and have effect subject to any term of this Agreement as permitted by Section 55 of the *Fair Work Act*.

## 8. Business Travel Expenses

Employees will be reimbursed for any reasonable business expenses incurred whilst on approved business travel, in accordance with the relevant Serco policy and upon substantiation of any such expenses.

# Employment

## 9. Types of Employment

### (a) Full-time Employees

A full-time Employee is one who is engaged as such and whose ordinary hours are 37.5 hours per week, or 75 hours per fortnight, or 150 hours per 28-day period.

### (b) Part-time Employees

- (i) A part-time Employee is one who is engaged as such and who works predictable hours of work that are less than a full-time employee's hours per week, and whose ordinary hours can be averaged over a period of up to twenty-eight (28) days.
- (ii) A part-time Employee's entitlements to leave including annual leave, personal leave, long service leave and paid parental leave will accrue and/ or be paid on a pro rata basis compared to the full time entitlements set out in this Agreement.
- (iii) A part-time Employees will be rostered to work a minimum of (two) 2 consecutive hours on any occasion unless otherwise agreed between Serco and the relevant employee.
- (iv) Before commencing employment, or at any time during employment, Serco and the part-time employee, who are not shift workers, will agree in writing the ordinary hours of work and the relevant days of work. A part-time employee hours and days of work may be varied in writing by mutual agreement.
- (v) Where a part-time employee is regularly working more than their specified hours of work per week, and such hours are likely to continue, the part-time employee may apply for a review of their specified ordinary hours per week.

### (c) Specified term Employees

A specified term Employee is one who is engaged as such for a specified period of time or for a particular task or project. A specified term Employee may be full-time or part-time.



The provisions of this Agreement apply to a specified term Employee except for clause 49. (a) and (b) – Ending Employment, clause 50 – Redundancy and Redeployment; and clause 0 – Parental Leave.

(d) Casual Employees

- (i) A casual Employee is an Employee engaged and paid as such. A casual Employee must be advised in writing that they are engaged and paid as a casual Employee.
- (ii) A casual Employee is engaged on an hourly basis when required by Serco, with a minimum engagement of two (2) consecutive hours on any occasion.
- (iii) A casual Employee will be paid on an hourly basis, at the rate specified in Schedule 2 for the relevant classification, plus a loading equal to 25% of the base hourly rate, on all ordinary hours worked. The casual loading is paid in recognition of the casual nature of the work and in lieu of entitlements under public holidays, annual leave, paid personal leave, paid compassionate leave and parental leave provisions in this Agreement and the *Fair Work Act*, except as provided for under the Act.
- (iv) A casual employee will be paid shift loadings calculated on the base rate of pay, excluding casual loading, with the casual loading component then added to the penalty rate of pay.
- (v) The employment of a casual Employee may be terminated by either the employee or Serco with 1-hour's notice. Serco may elect to make a payment in lieu of notice, or part thereof.
- (vi) Where a casual Employee has been working on a regular and systematic basis for over twelve (12) months, and is likely to continue to do so in the future, the casual Employee may request conversion to permanent employment.

## Rates of Pay, Allowances & related matters

### 10. Rates of pay

- (a) Base hourly rates of pay are set out in Schedule 2 of this Agreement.
- (b) As set out in Schedule 2, the base hourly rates of pay will be increased as follows:
  - (i) By 2.5% from the first full pay period on or after November 1, 2019
  - (ii) By CPI from the first full pay period on or after November 1, 2020

### 11. Superannuation

- (a) Serco will make contributions to an eligible choice superannuation fund (complying fund) on behalf of Employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) In the event that an Employee does not exercise his/her right to choose a superannuation fund or if he/she fails to do so within the prescribed time, Serco will make contributions on the Employee's behalf to Health Employees Superannuation Trust of Australia - HESTA (default fund). This is a complaint fund that offers a MYSuper product.

### 12. Higher Duties Allowance

- (a) Eligibility for Higher Duties:

- (i) An employee may agree, at any time during the term of this Agreement, to perform duties in excess of her/his current role ("Higher Duties"). An employee who performs Higher Duties shall receive a Higher Duties payment.
  - (ii) An employee will be eligible for a Higher Duties payment provided that:
    - the role the higher duties relates to is a role listed in Schedule 1 of this Agreement; and
    - the employee is required to perform the higher duties for three (3) consecutive days on each occasion (except where an employee is performing Field Training duties where this entitlement will be calculated on a whole shift basis).
- (b) Determining Higher Duties Payments:
- (i) Where an employee is required to perform all the duties of a higher classified position, the employee will be paid an amount equivalent to the difference between the employee's base salary and the base hourly rate of pay for the higher classification for the agreed period that the Higher Duties are performed.
  - (ii) Higher duties are only applicable where an employee is required to perform a higher classified role within this Agreement - this clause does not apply to higher classified roles that are outside of this Agreement.

### 13. Shift Coordinator Allowance

- (a) Where an employee is rostered on shift and required by Serco to be the Shift Coordinator, the employee will be paid an Allowance equalling a loading of 6% of the hourly rate of the shift worked.
- (b) The Shift Co-ordinator will be responsible to Serco's management team to ensure continuity of routine after hour's service delivery. The Shift Co-ordinator will be the nominated liaison for the facility, and co-ordinate members of the after-hour's team, to ensure all required service delivery activities are attended to, as per operational requirements.
- (c) A Shift Co-ordinator will not be required where there is a Registered Nurse Level 2, a Registered Nurse Level 3, a Bupa employee, an Australian Public Service employee or Defence employee who acts in the role of co-ordinator, who is on the roster of the site medical facility and is present on site for the rostered shift.
- (d) The Allowance will only be applicable to after-hours shifts (afternoon and night shifts), weekends and public holidays and not to ordinary hours between 6:00 am and 6:00 pm Monday to Friday.
- (e) The Allowance is only applicable to the nominated employee as rostered, or as approved prior to the commencement of shift by Serco.
- (f) The Allowance is only applicable to Registered Nurses Level 1

### 14. Meal Allowance

- (a) An Employee will either be provided with a meal or paid a meal allowance of \$12.88 in addition to any overtime payment, when required to work approved overtime beyond one (1) hour of the usual finishing time of work or, in the case of a shift worker, when the approved overtime worked is two (2) hours or more.
- (b) Where approved overtime exceeds four (4) hours a further meal allowance of \$11.61 will be paid.
- (c) The allowances in clause 14 (a) and (b) will not apply when an Employee could reasonably return home for a meal within the meal break.

- (d) The meal allowance (Clause 14 (a) and (b)) will be adjusted annually, regarding any applicable adjustment made in the Nurses Award 2010, on the first full pay period on or after 1 November of each year.

#### 15. On-Call Allowance

- (a) An on-call allowance is paid to an Employee who is required to be on call at their private residence, or any other mutually agreed place. The Employee is entitled to receive the following amount for each 24-hour period or part thereof:

Enrolled Nurse	\$41.33
Endorsed Enrolled Nurse	\$45.92
Registered Nurse	\$63.14

- (b) The amounts shown above will be adjusted by CPI effective from the first full pay period following 1 July 2020.

#### 16. Payment Arrangements

Salaries will be paid fortnightly in arrears by means of direct credit (EFT) into a bank account or other financial institution account nominated by an Employee.

#### 17. Multiple Loading and Penalties

The penalty rates and shift loadings prescribed in this agreement for working ordinary hours on afternoon shift, night shift, 12 hour shifts, weekends or public holidays, do not have a cumulative or concurrent effect. Where more than one of these rates, loadings or penalties applies to an employee, the employee is only entitled to the rate, loading or penalty that provides the employee with the greatest entitlement. For clarity, casual loading will be paid in addition to any shift penalty/loading that an employee is otherwise entitled to.

#### 18. Salary Packaging

- (a) An employee may, with the agreement of Serco, package part of their base salary for superannuation or other benefits as approved by Serco from time to time.
- (b) An employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.
- (c) Company superannuation contributions will be calculated based on the relevant pre-salary sacrifice earnings.

## Hours of Work, Rosters, Secondments

#### 19. Ordinary hours of work – full-time

- (a) The normal hours of work for a full-time employee are thirty-seven and one half (37.5) hours per week.
- (b) In the absence of a roster, the normal hours of work for a full-time employee are seven and one half (7.5) hours per day.
- (c) The maximum number of rostered hours for a full-time employee must not exceed one hundred and fifty (150) hours per four (4) week roster cycle, unless otherwise requested by the employee and agreed to by Serco.

- (d) The shift length or ordinary hours of work per day will be a maximum of ten (10) hours exclusive of meal breaks. Where there is a local arrangement to adopt a twelve (12) hour shift arrangement in accordance with clause 23, then the maximum ordinary hours may be twelve (12).
- (e) Unless prevented by exceptional operational requirements, or where an employee has forfeited this requirement, employees will be scheduled to have two (2) days off each week or four (4) days in each fortnight or eight (8) days in each 28-day cycle. Where requested and can be accommodated, the two days off will be consecutive.
- (f) The hours of work on any day will be continuous except for meal breaks.
- (g) Before commencing part time employment, Serco and the employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements that will apply to those hours.

## **20. Span of ordinary hours**

- (a) The 'span of ordinary hours' defines the period in which an employee may be rostered to work at a normal rate of pay (inclusive of any shift loadings or allowances).
- (b) The span of ordinary hours does not prescribe, nor limit, the operating hours as determined by Serco to meet commercial and operational requirements.
- (c) The span of ordinary hours for Nurses defined as day workers are 6:00am to 6:00pm Monday to Friday.
- (d) Clause 20 (c) does not apply in the case of a AHSC Nurse who is defined as a 'shift worker'.

## **21. Rest breaks between work**

- (a) An employee will be allowed a rest break of ten (10) hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

## **22. Rostering**

- (a) Employees will work in accordance with a roster provided by Serco or the ADF.
- (b) Rosters will be developed with consideration of the expectations of Serco customers; the operational demands of the business, the personal circumstances of the employee and health and safety considerations, especially in relation to shifts rostered following an afternoon or night shift.
- (c) The roster will set out the employees' daily ordinary working hours and start and finish times. Draft rosters will be displayed in a place conveniently accessible to employees at least 28 days before the commencement of the roster period. Draft rosters will be confirmed 14 days before the commencement of the roster period.
- (d) Changes to the published roster may be requested and may be accommodated subject to operational requirements.
- (e) Where there is an urgent need to change the published rosters, in the first instance replacement shifts will be called for on a voluntary basis.

## **23. 12-hour shifts**

- (a) A 12-hour rostered shift arrangement may apply where a ward or clinic environment exists (per Schedule 3) and operates outside regular Monday-Friday day hours.
- (b) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available to employees who do not agree to participate in a 12 hour shift system.

- (c) The applicable 12-hour shift may have a span of up to 12.5 hours and shall include either:
  - (i) one thirty-minute unpaid meal break; and
  - (ii) three 15-minute tea breaks (one in each four (4) hours worked).
- (d) The maximum number of consecutive 12-hour shifts shall be three (3). Except that an employee may be rostered for four (4) consecutive shifts once in each six (6) week cycle at the request of the employee.
- (e) The minimum break between shifts shall be 11.5 hours.
- (f) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12-hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between Serco and the employee.
- (g) No overtime shall be worked in conjunction with a 12-hour shift.
- (h) Where a 12-hour shift system is in place, Serco is entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where Serco determines, after consultation with affected employees, to cease a 12-hour shift system, a period of notice equivalent to the roster period of the intended cessation shall be given to employees.

#### **24. Shift work**

- (a) Shift loadings:
  - (i) Where an employee works a rostered afternoon shift the employee will be paid a loading of twelve and a half (12.5) per cent on their base rate of pay for ordinary hours worked on that shift.
  - (ii) Where an employee works a rostered night shift the employee will be paid a loading of fifteen (15) per cent on their base rate of pay for ordinary hours worked on that shift.
- (b) For the purpose of this clause:
  - (i) Afternoon shift means any ordinary hours shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
  - (ii) Night shift means any ordinary hours shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- (c) Where an employee works a 12-hour day shift the employee will be paid a loading of twelve and a half (12.5) per cent on their base rate of pay for the last three and a half hours (3.5) of that shift.

#### **25. Saturday and Sunday Work**

- (a) Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their base rate of pay for the ordinary hours worked during the period.
- (b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their base rate of pay for the ordinary hours worked during this period.

#### **26. Public Holidays**

- (a) Public Holidays are determined by State and Federal Governments.

- (b) An applicable public holiday is based on the Employee's place of work and not on their place of residence.
- (c) Employees will be entitled to public holidays on the days they are gazetted. Where the gazettal provides for substitute arrangements these will be observed.
- (d) A public holiday (or any substitute day specified by a gazettal) that applies to an employee may be substituted to another day by agreement between an employee and the Company.
- (e) The parties acknowledge that some work will need to be performed on public holidays. Serco may, from time to time, require Employees to work on a public holiday (subject to s114 of the *Fair Work Act*).
- (f) An Employee who works on a public holiday, shall be entitled to be paid double time for the time worked
- (g) With regard to public holidays occurring on rostered days off (full time employees only):
  - (i) An employee shall receive a sum equal to a day's base rate of pay, for public holidays that occur on a rostered day off, except holidays falling on a Saturday or Sunday with respect to Monday-Friday employees.
- (h) A part-time employee who is not ordinarily required to work on the day of the week on which a particular public holiday is observed, shall not be entitled to any benefit for any such public holiday, unless they are required to work on the public holiday.
- (i) If a public holiday occurs on a particular day that a part-time day worker would ordinarily be rostered to work, the part-time day worker shall receive payment for the public holiday equal to their base rate of pay for that particular day not worked.
- (j) The calculation that will be used to determine eligibility for all public holiday payments is:
  - (i) The particular day of the public holiday must have been rostered and worked by the employee equal to 50% or more in the preceding six completed pay periods to that particular day of the public holiday.

## 27. Overtime

- (a) Overtime will be paid at the following rates:
  - (i) Monday to Saturday:- time and a half for first 2 hours and double time thereafter;
  - (ii) Sunday:- double time for all hours;
  - (iii) Public Holidays:- double time and a half
- (b) Overtime: part-time and casual employees:
  - (i) All time worked by part-time and casual employees in excess of the maximum daily ordinary hours or the maximum weekly ordinary full-time hours, will be overtime.

## 28. Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least ten (10) consecutive hours off duty between those times, will be released after

completion of such overtime, until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If, on the instruction of Serco, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- (d) Rest break during overtime:
  - (i) An employee working overtime will take a paid rest break of twenty (20) minutes, after the first two hours of overtime and then a further paid rest break of twenty (20) minutes, for each subsequent four (4) hours of overtime worked.

### **29. Recall to work on-call**

- (a) An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours' work at the appropriate overtime rate. Each period of recall will stand alone for the purpose of calculating recall penalties for each subsequent recall.

### **30. Recall to work not on-call**

- (a) An employee who is not required to be on call and who is recalled to work, after leaving the employer's premises, will be paid for a minimum of three (3) hours' work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three (3) hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked, for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for three (3) hours, if the work for which the employee was recalled is completed within a shorter period.
- (d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be reimbursed the cost of such transport.

### **31. Meal breaks**

- (a) An employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) Where an employee is required by the employer to be on duty and perform work during a meal break, the employee will be paid overtime rates for all time worked until the meal is taken.
- (c) Where an employee is required by the employer to remain available during a meal break but is free from duty, the employee will be paid ordinary time rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal is taken.

### **32. Tea breaks**

- (a) Every employee will be entitled to a paid ten (10) minute tea break in each four (4) hours worked, at a time to be agreed between Serco and the employee.
- (b) Subject to agreement between Serco and the employee, such breaks may alternatively be taken as one twenty (20) minute tea break.

- (c) Tea breaks will count as time worked

### 33. Military Area Attendance Requirement

- (a) At times, Serco may require a Registered Nurse Level 1 to attend the training area or the barracks in an emergency safety vehicle to provide nursing services to the level of the nurse's classification.
- (b) Such a requirement will be known as the Military Area Attendance (MAA) requirement.
- (c) In the event that a Registered Nurse, who is rostered to be ready to fulfil the MAA requirement, is actually required to attend a Military Area Attendance during his/her shift, that Registered Nurse will receive, in addition to any other amounts payable for that shift, an MAA allowance of \$80.37 on each occasion.
- (d) The MAA Allowance is only payable on weekday evening and night shifts, all shifts on weekends and all shifts on public holidays and where there is a Shift Coordinator rostered.
- (e) Where there is a requirement for the employees to perform similar duties as outlined in this clause at another location, the same terms and conditions of this clause will apply.
- (f) The MMA allowance shall be adjusted in line with clause 10.

## Leave

### 34. Annual leave

- (a) An employee who is not a shift worker is entitled to five (5) weeks paid annual leave for each year of service.
- (b) An employee who is a shift worker is entitled to six (6) weeks of paid annual leave for each year of service.
- (c) An employee's entitlement to annual leave accrues progressively during a year of service according to the number of ordinary hours worked, and accumulates from year to year.
- (d) Annual leave will be taken with prior approval of the authorised People Manager, and without impacting on the operational requirements of the business. An employee's request to take annual leave will not be unreasonably refused.
- (e) The Rates of Pay referenced in Schedule 2 are inclusive of annual leave loading.
- (f) Stand down periods:
  - (i) Where part or all of the health facility temporarily closes or experiences periods of low activity (e.g. Reduced Activity Period (RAP)), an employee may be directed to take paid annual leave during part or all of this period. Where an employee does not have sufficient accrued leave for this period, they may request to take annual leave in advance or leave without pay.
- (g) Cashing Out Annual leave:
 

An employee may, in writing, request Serco to pay out, at the employee's base rate of pay, the equivalent of up to two (2) weeks unused accrued annual leave per year, but only if:

  - (i) the employee has taken at least two (2) weeks annual leave in the past twelve (12) months;
  - (ii) the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;



- (iii) each cashing out of a particular amount of paid annual leave is documented in a separate agreement in writing between the employee and Serco; and
- (iv) the employee is paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

### 35. Personal/ Carers' leave

- (a) Employees are entitled to ten days (76 Hours) of paid personal leave per annum.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the number of ordinary hours worked, and accumulates from year to year.
- (c) For the purposes of applying this clause, 'personal leave' means leave taken because of either:
  - (i) A personal illness or injury to the employee; or
  - (ii) Due to carers' responsibilities - meaning the requirement for the employee to care for a member of the employee's immediate family or household, who requires care or support because of a personal illness or injury or emergency affecting the immediate family member.
- (d) Immediate family is defined as an employee's spouse and the employee's or spouse's child (Including adopted child; stepchild, an ex-nuptial child or an adult child); the employee or spouse's parent, grandparent, grandchild or sibling. For the purposes of this clause, "spouse" includes de facto spouse (including same sex relationships), a former spouse and a former de facto spouse.
- (e) The number of hours that the employee is rostered to work on the day of absence will be the number of hours deducted from the employee's accrual.
- (f) The employee must ensure that Serco has been advised of an absence due to personal illness/injury or carer's responsibility as soon as reasonably practicable, which is expected to be before the employee's rostered start time for the day in question. This advice should be directed to the employee's Manager, and provide an indication of the anticipated length of absence and nature of the personal illness/injury or carer's assistance required.
- (g) An employee must, when requested, provide evidence that would satisfy a reasonable person to verify their absence (that could include a medical certificate or statutory declaration). Serco has the discretion to require a medical certificate or other appropriate documentation from a registered health practitioner to verify their absence where this is reasonable.
- (h) Notwithstanding clause 35(g), any continuous absence of more than two (2) days must be verified with a medical certificate.
- (i) Failure to appropriately substantiate an absence, when requested to do so, may result in salary not being paid for the relevant period of absence.
- (j) Serco acknowledges the employees' right to privacy and will require all parties to keep confidential any information pertaining to the use of personal leave. This does not preclude necessary information being provided to People & Capability, senior levels of management and the WHS Committee.

### 36. Jury service

- (a) An employee will receive make-up pay whilst on Jury Service. Make-up pay is the difference between jury duty pay (excluding expense-related allowances) and the employee's base pay rate for the ordinary hours they would have worked. To qualify for make-up pay an employee must show:
  - (i) they have taken all necessary steps to obtain jury duty pay; and

(ii) the total amount of jury duty pay that has been paid or will be payable to the employee for the period.

(b) The Employee is required to provide Serco with reasonable notice and proof of requirement to attend for jury service.

### **37. Ceremonial Leave and NAIDOC Week**

(a) Employees of Aboriginal or Torres Strait Islander descent can access a maximum of ten (10) days' unpaid leave per annum, for ceremonial purposes connected with the death of a member of the Immediate family or extended family, or for other ceremonial obligations. This leave does not count as service for any purpose but shall not break the continuity of service.

(b) People Managers are actively encouraged to approve requests for annual leave for the purposes of employees attending activities in connection with NAIDOC week celebrations.

### **38. Compassionate leave**

(a) Compassionate leave will be provided in accordance with the National Employment Standards.

### **39. Domestic and Family Violence Support leave**

(a) Access of up to ten (10) days' paid leave per annum, will be available to any employees directly experiencing domestic or family violence, and needing time off work for medical and legal assistance; court appearances; counselling; relocation or to make other safety arrangements.

(b) An employee may be required to provide evidence to support the need for leave, such as a medical certificate; a document issued by the police or a court or statutory declaration.

(c) Domestic and Family Violence Leave is non-cumulative and is not paid out on termination.

### **40. Parental leave**

(a) Unpaid Parental leave will be provided in accordance with the National Employment Standards.

(b) In addition to the entitlements in the NES employees will be entitled to 6 weeks paid leave if she or he is the primary caregiver of a newborn or adopted child.

(c) This leave will be paid at an employee's base rate of pay but, at the election of the employee, it may be taken at half rates (i.e. 12 weeks at half the base rate of pay).

(d) The entitlement to paid leave will apply to full time and part time employees where the employee has, or will have, completed at least 12 months of continuous service with Serco immediately before:

(i) If the leave is birth related-related leave, the date of birth, or expected date of birth, of the child; or

(ii) If the leave is adoption-related leave, the date of placement, or the expected date of placement, of the child.

(e) Paid parental leave can begin from six (6) weeks prior to the expected date of birth or adoption of the child.

(f) In the unfortunate event that an employee's pregnancy ends (other than by the birth of a live child) within twenty (20) weeks of the expected date of birth, the employee may access any unused portion of their paid parental leave entitlement. The period of absence must be supported by a medical certificate.

- (g) Fixed term employees' will be eligible paid parental leave; however, any period of parental leave will not extend beyond the end date of the fixed term agreement.
- (h) Paid parental leave is inclusive of public holidays.
- (i) Substitute Leave:
  - (i) In addition to any paid Parental Leave entitlement, an employee may elect to substitute unpaid parental leave with unused Long Service and Annual Leave on condition that the total period of absence does not exceed fifty-two (52) weeks.
  - (ii) Substitute Leave will be paid prior to unpaid Parental Leave and immediately following the paid Parental Leave period (if applicable).
- (j) Returning from Parental Leave:
 

An employee may request to return from parental leave on a part time basis. Serco will give genuine consideration to any request for part time work and grant such requests, where it can reasonably do so while meeting the operational requirements of the business.

#### **41. Long service leave**

An Employee shall be entitled to Long Service Leave in accordance with the relevant long service leave legislation in the State or Territory where the Employee is ordinarily employed or per an award based entitlement that applies in accordance with the Fair Work Act.

#### **42. Leave without pay**

- (a) Serco at its absolute discretion, may approve an employee's request for leave without pay on the basis that:
  - (i) The employee has exhausted accrued Annual leave and Long Service Leave entitlements; and
  - (ii) The taking of leave will not unreasonably affect normal operational requirements of the business; and
  - (iii) Annual leave and personal leave will not accrue during any periods of unpaid leave.

#### **43. Blood donor leave**

- (a) Employees are entitled to, and Serco will release employees for, a maximum of two (2) occasions per year, to donate blood at a nominated time where a mobile collection unit or donor collection centre is located within ten kilometres of the defence facility location at which the Employee works.
- (b) The employee will be paid their base rate of pay for hours of work, for the time they are absent from the workplace for the purposes of donating blood.
- (c) Employees will give at least seven days' notice to Serco of their request to donate blood, and the approval of such release is subject to the operational requirements of the ADF worksite.

## **Training & Related Matters**

#### **44. Professional development leave**

- (a) Professional development leave is to enhance the knowledge and practice skills of nurses.

- (b) In addition to mandatory training requirements and subject to Serco policy, Serco commits to providing full time employees with up to two (2) paid Professional Development days from the first full calendar year post employment.
- (c) For each calendar year thereafter, up to three (3) paid Professional Development days are accessible for full time employees. To avoid doubt, Professional Development days are prorated for part time employees.
- (d) For individuals engaged as employees as at 1 July 2019 the entitlement specified at clause 44(b) will be available from the commencement of employment. For clarity this means that these employees will be able to access up to 2 days paid professional development days in 2019 and three days in each full calendar year thereafter (subject to meeting the other requirements of this clause including meeting policy and Company requirements and gaining any relevant approval).
- (e) To avoid doubt, Serco may vary its policy from time to time and it is not incorporated into or form part of any terms of this Agreement.
- (f) Professional Development leave is non-cumulative. Such leave is provided to support education and training that is relevant to the work of the employee, and is subject to workload, skill mix and organisational requirements.
- (g) Where the operational requirements of the ADF worksite allow, Serco will not unreasonably refuse a request to attend relevant education/training where it is requested in accordance with the relevant policy.
- (h) An application must be made in accordance with Serco's applicable policy, as varied from time to time. Serco will respond to the application within ten (10) days from the date the application is lodged.

#### **45. Mandatory Training and Education**

- (a) Employees must ensure they maintain and upgrade their skills commensurate with the requirements of their position. In particular, every employee must attend training required to meet statutory, Serco or customer requirements or responsibilities, including but not limited to fire and emergency training, manual handling training and infection control.
- (b) Where the employee attends compulsory training as per clause 45(a) above, other than during the course of a rostered shift, the minimum payment shall be the length of the training or one hour whichever is the greater, where that training is scheduled continuous with the commencement or end of a rostered shift for that employee.
- (c) However, where the training has not been scheduled at the start or finish of a shift for which the employee is rostered and the employee has to make a separate trip to the facility, the payment will be the length of the training or one and a half (1.5) hours whichever is the greater. At nights or on weekends, appropriate shift, weekend or over-time penalties will be paid in accordance with this agreement on all hours in compulsory education.
- (d) Attendance at any training course other than those referred to in clause 45(a) may also be supported by Serco in accordance with any applicable policy.

## **Consultation, Grievances & Dispute Resolution**

#### **46. Consultation term**

- (a) This clause applies if the Company:

- (i) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (ii) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) For a major change referred to in clause 46 (a) (i):
- (i) Serco must notify the relevant Employees and the ANMF of the decision to introduce the major change; and
  - (ii) Subclauses 46 (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise Serco of the identity of the representative;
- Serco must recognise the representative.
- (e) As soon as practicable after making its decision, Serco must:
- (i) Discuss with the relevant Employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the Employees; and
    - measures Serco is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) For the purposes of the discussion—provide, in writing, to the relevant Employees:
    - All relevant information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the Employees; and
    - any other matters likely to affect the Employees.
- (f) However, Serco is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) Serco must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clause 46(b)(i) and subclauses 46 (c) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on Employees if it results in:
- The termination of the employment of Employees; or
  - Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or

- The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - The alteration of hours of work; or
  - The need to retrain Employees; or
  - The need to relocate Employees to another workplace; or
  - The restructuring of jobs; or
  - Change to regular roster or ordinary hours of work
- (j) For a change referred to in clause 46 (i):
- (i) The Company must notify the relevant Employees of the proposed change; and
  - (ii) Subclauses 46 (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (l) If:
- (i) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) The Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Company must:
- (i) Discuss with the Relevant Employees the introduction of the change; and
  - (ii) For the purposes of the discussion—provide to the Relevant Employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the Company reasonably believes will be the effects of the change on the Employees; and
    - information about any other matters that the Company reasonably believes are likely to affect the Employees; and
  - (iii) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- (o) The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- (p) In this clause: **Relevant Employees** means the Employees who may be affected by a change referred to in clause 46 (a).

#### 47. **Grievance and disputes resolution procedure**

- (a) Subject to the no extra claims commitments of the parties to this agreement, if a dispute relates to:
  - (i) a matter arising under the agreement; or

- (ii) the National Employment Standards,

This term sets out procedures to settle the dispute.

- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) The process steps to resolve the dispute at the workplace levels are as follows:
  - (i) **Step 1:** The Employee should discuss the matter with their Manager in the first instance and if the Employee so chooses, their Employee representative.
  - (ii) **Step 2:** If the dispute remains unresolved, either party may refer the matter to the People & Capability Business Partner or People & Capability Advisory – People Services. The Employee may choose to have an Employee representative involved.
  - (iii) **Step 3:** If the dispute remains unresolved, either party may refer the matter to the People & Capability Director. The Employee may choose to have an Employee representative involved.
  - (iv) **Step 4:** If the discussion at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
  - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - arbitrate the dispute; and
    - make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act*.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act*. Therefore, an appeal may be made against the decision.

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
  - (i) an Employee must continue to perform his/her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his/her health or safety; and
  - (ii) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - the work is not safe; or
    - applicable occupational health and safety legislation would not permit the work to be performed; or
    - the work is not appropriate for the Employee to perform; or
    - there are other reasonable grounds for the Employee to refuse to comply with the direction.

- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

#### 48. Employee Representation

- (a) Serco recognises the benefit of maintaining a collaborative relationship with its Employees and their representatives. In particular, Serco recognises the value of workplace representatives in promoting a harmonious workplace, assisting Serco in educating the workforce in workplace matters and assisting in the resolution of grievances.
- (b) An Employee may have an Employee representative (union or non-union) of their choice to assist or represent them on a particular matter. The Employee representative is a person chosen by the Employee or by a group of Employees. The parties will act in good faith and in accordance with the Act.
- (c) Employees who perform the role as a recognised Employee representative (union or non-union) will be provided (subject to normal operational requirements) with:
- i. paid leave (of up to one (1) day per calendar year) to attend training;
  - ii. access to facilities where appropriate (i.e. a meeting room, a notice board, relevant written material; relevant internet sites)
  - iii. time to perform the role as a representative when required (including reasonable time to prepare and attend meetings)
- (d) Approval to attend training is subject to the following conditions:
- i. the request to attend training is submitted at least four (4) weeks' in advance;
  - ii. that at the time of making a request to attend training, the Employee provides to Serco information relating to the scope and content of the training, and an indication that it is directed to the enhancement of the enterprise agreement provisions;
  - iii. the taking of leave does not impact on operational requirements of the employer; and
  - iv. a maximum of two (2) Employees from any work area in each state/territory shall be granted leave at any one time, subject to the operational requirements of the business.
- (e) When attending the training referred to in 48(c) the Employee shall be paid their base rate of pay for normal rostered hours excluding shift work, overtime and other allowances.

## End of Employment

#### 49. Ending employment, suspension and stand down

- (a) During an Employee's probation period, either the Employee or Serco may terminate the Employee's employment by giving (1) weeks' notice.
- (b) After the probation period has ended, an Employee's employment may be terminated either by the Employee or Serco by giving the required period of notice.

The required periods of notice are:

Period of continuous service with the Company	Required period of notice by Company	
	Employees ≤ 45 years of age	Employees > 45 years of age
Not more than 1 year	1 week	1 week



More than 1 year but not more than 2 years	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- (c) Any period of notice may be varied by agreement between Serco and the Employee concerned.
- (d) Where an Employee does not provide the required period of notice Serco may deduct from their total pre-tax (i.e. gross) termination pay the equivalent amount for notice not provided up to a maximum of one weeks earnings.
- (e) The notice periods listed at clause 49(b) do not apply to a specified term employee whose contract ends on the date specified in their fixed term contract; a casual employee or a fixed task employee.
- (f) Instead of providing any required period of notice Serco may elect to pay an employee an equivalent amount in lieu of part or all of the relevant notice period.
- (g) When either an Employee or Serco has given notice of termination of an Employee's employment, Serco may require an Employee to:
- (i) not perform any work for it;
  - (ii) not attend the Company's places of business; or
  - (iii) perform only those duties which Serco specifies.
- (h) In addition, Serco has the right to terminate an Employee's employment without notice for serious misconduct or serious or persistent breach of the Employee's terms or conditions of employment, and in such cases, the Employee's Salary and other entitlements will be paid up to the time of termination only.
- (i) Abandonment of employment:
- If an Employee is absent from work without authorisation for a period of three (3) or more consecutive working or rostered days/shifts without notifying Serco or without the consent of the Company, the Employee will be deemed to have abandoned his/her employment, unless the Employee can provide satisfactory evidence that extenuating circumstances justified his/her unauthorised absence.
- Where abandonment of employment is established, an Employee will be deemed to have resigned without notice effective from his/her last day of work, last day of approved leave or last day of authorised absence, whichever is the later, and his/her entitlements on termination will be calculated accordingly.

## 50. Redundancy and Redeployment

In general, redundancy occurs when Serco has decided that it no longer requires the position or role an employee occupies or performs to be done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

- (a) A position may be redundant in such circumstances as (but not limited to):
- (i) a position being deemed by Serco to be in excess of its operational requirements (for operational reasons); or,
  - (ii) the position is no longer required due to the introduction of workplace change (including technology changes); or

- (iii) changes resulting from a review and subsequent restructure of functions within the organisation (Including the position[s] being transferred to a different locality that is not within a reasonable traveling distance
- (b) For the purpose of consultation, redundancy is considered to be a significant workplace change and as such clause 46 of this Agreement will apply.
- (c) Redeployment:
  - (i) Sercos will provide an employee(s) whose position has been made redundant an opportunity to be considered for an alternative position(s) within the organisation. Redeployment may be to either a role that is considered on an overall basis to be a "suitable alternative position" or an "alternative position".
  - (ii) A "suitable alternative position" means a position that on an overall basis draws upon the employee's skills, competencies and experience without diminishing work capacity, status, income or equivalent career progression.
  - (iii) An "alternative position" means any position the employee elects to accept and is not limited to a "suitable alternative position".

(d) Transfer to lower paid duties:

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. Sercos may at its discretion, make payment in lieu of notice of an amount equal to the difference between the Employee's former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(e) Severance pay:

A permanent employee (i.e. not engaged on a fixed term agreement, casual or contracting basis) whose employment is terminated by way of redundancy shall be provided written notice of redundancy including the exit date and estimate of final payment.

- (i) In addition to the period of notice prescribed for termination of employment in clause 50 (b) hereof, an Employee whose employment is terminated by reason of redundancy will be paid severance pay in accordance with the National Employment Standards. In calculating service for the purpose of determining an Employee's entitlements to all or any leave authorised by Sercos (whether paid or not) or in the case of termination of employment, notice and/or severance payments, the Employee's service shall be calculated from the date upon which the Employee commenced employment with Sercos. Prior service with any previous employer shall not be taken into account for the purposes of calculating any entitlement arising under this Agreement.
- (ii) Severance pay is not payable to any employee under this Agreement:
  - where the employee resigns prior to receiving written notice of redundancy (refer clause 50 (e));
  - to casual employees, employees on specified term or fixed task agreements or employees who are dismissed;
  - where the employee is offered, and the employee declines the offer, of a suitable alternative position within Sercos;

- where the employee is offered a suitable alternative position within Serco or where the employee accepts an alternative position within Serco. For the purpose of applying this provision, an "alternative position" can be any position and is not limited to a "suitable alternative position" as defined above.

(iii) Employee leaving during notice period:

An Employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with Serco until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

(iv) Time off during notice period:

During the period of notice of termination given by the Company, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she will not receive payment for the time absent. For this purpose, a statutory declaration from the Employee will be sufficient.

## 51. Change of service provider

In the event that the Company's contract is terminated or the contract is not renewed, or the business is otherwise moved from Serco to another employer, ("other employer") then the following arrangements will apply.

- (a) Where an Employee accepts employment with the other employer, and the other employer recognises the Employee's period of employment with Serco as the Employee's service for the purpose of calculating long service leave, accrued annual leave and redundancy severance pay (see clause 50(e)); or
- (b) Where an Employee rejects an offer of comparable employment with the other employer and which contains terms and conditions that are no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Company; and which recognises the Employee's period of employment with Serco as service for the purposes referred to in clause 51(a).

then Serco, subject to the provisions of the National Employment Standards, will not be under any obligation to make any redundancy payment to the Employee upon termination of his/her employment with the Company.

- (c) Serco will notify Employees as soon as practicable, when it becomes aware that the Company's contract is to be terminated, or not renewed, or the business otherwise moved to another employer.

The notification to Employees will be in writing, containing options (if any) and details for comparable alternative employment for Employees within the Company.

If requested by the other employer, Serco will provide to the successful tenderer a list of Employees who have given permission for their details to be so provided and who wish to be considered for employment by the other employer.

Serco will provide any Employee whose employment is terminated as a result of a change of service provider with notification in writing of that termination, including details of the Employee's entitlements (including accrued annual leave) and a statement of service (including length of service, hours of work, classification and shift configuration).

Serco will use best endeavours to facilitate a meeting between the other employer and outgoing Employees who are not offered suitable alternative employment within the Company.

## Signatures

### Signed on behalf of the Employer

Name: Julie Carroll  
Organisation: Serco Australia Pty. Limited (ACN 003 677 352)  
Position: Chief Human Resources Officer  
Site/Location: Level 24, 60 Margaret Street, Sydney, NSW 2000

Signature  \_\_\_\_\_

Dated this 19<sup>th</sup> June 2019

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### Signed on behalf of Employees

Name: Annie Butler  
Organisation: Australian Nursing and Midwifery Federation  
Position: Federal Secretary  
Site/Location: Level 1, 365 Queen St, Melbourne, VICTORIA 3000

Signature  \_\_\_\_\_

Dated this 19<sup>th</sup> June 2019

## SCHEDULE 1: Classifications

### Enrolled Nurse (EN)

#### Overview:

Under the direction and supervision of a Registered Nurse, the EN is responsible for the delivery of clinical care to Entitled Personnel in accordance with applicable professional standards, legislation, the employers and/or the Australian Defence Force (ADF) Credentialing criteria, Policies and Procedures, and in accordance with relevant laws.

#### Mandatory Qualifications and Experience:

- Enrolled Nurse Certificate or Certificate IV in Health (Enrolled Nursing); and
- Current unconditional registration with the Australian Health Practitioner Regulation Agency (AHPRA); and
- Minimum of two years full-time post registration acute nursing experience with demonstrated recent practice in an acute healthcare setting
- Current basic life support qualification.

### Endorsed Enrolled Nurse (EEN)

#### Overview:

Under the direction and supervision of a Registered Nurse, the EEN is responsible for the delivery of clinical care to Entitled Personnel in accordance with applicable professional standards, legislation, the employer's and/or the Australian Defence Force (ADF) Credentialing criteria, Policies and Procedures, and in accordance with relevant Laws.

#### Mandatory Qualifications and Experience:

- Enrolled Nurse Certificate or Certificate IV in Health (Enrolled Nursing); and
- Current unconditional registration with the Australian Health Practitioner Regulation Agency (AHPRA); and
- If the enrolled nurse registered prior to 2008, they must have a Board approved qualification in an administration of medication course.
- Post 2008, this is incorporated into the Health Training Package for AHPRA registration.
- Medication administration does not extend to intravenous, intrathecal or epidural routes.
- Minimum of two years full-time post registration acute nursing experience with demonstrated recent practice in an acute healthcare setting; and
- Current basic life support qualification.

### Registered Nurse (RN) Level 1

#### Overview:

The Registered Nurse (RN) Level 1 is responsible for the delivery of clinical care to Entitled Personnel in accordance with applicable professional standards, legislation, the employer's and/or the Australian Defence Force (ADF) Credentialing criteria, Policies and Procedures, and in accordance with relevant Laws.

This Level provides the standard clinical care in an on-base ward, clinic or unit but does not involve specialist knowledge or practice.

#### Mandatory Qualifications and Experience:

- Registered Nurse (Division 1), holding a current unconditional registration with the Australian Health Practitioner Regulation Agency (AHPRA);
- A minimum of 2 years full-time post-graduate experience with demonstrated recent practice in an acute health care setting.

## Registered Nurse (RN) Level 2

### Overview:

The Registered Nurse (RN) Level 2 is responsible for the delivery of high quality evidence based clinical services in accordance with professional standards and legislation, and the employer's and/or the Australian Defence Force (ADF) Credentialing criteria, Policies and Procedures.

This Level requires additional qualification and/or skill, usually in the provision of a specialty area of nursing (e.g. Health Promotion, Infection Control, Home Healthcare, Sexual Health, Healthcare Coordination, Mental Health, Field Training etc.) and while the nurse will be required to perform some Level 1 duties, the specialty area may form the substantive role. At Level 2, the nurse may be required to work in a clinic or multi-disciplinary team environment. Access to this level is by appointment only.

### Mandatory Qualifications and Experience:

- Registered Nurse, holding a current unconditional registration with the Australian Health Practitioner Regulation Agency (AHPRA);
- A minimum of 2 years post graduate experience with demonstrated recent practice in one or more of the following acute clinical specialties: Health Promotion, Infection Control, Mental Health, Home Healthcare, Sexual Health, Healthcare Coordination, Field Training.

## Nurse Practitioner

### Overview:

The Nurse Practitioner is responsible for adhering to the competencies, guidelines and codes of professional standards as detailed by the Australian Health Practitioner Regulating Agency (AHPRA).

In addition, the Nurse Practitioner will abide by the appropriate employer's and/or Australian Defence Force (ADF) Credentialing criteria, Policies and Procedures, legislative requirements and clinical governance directives within their area of responsibility.

This Level involves a high degree of clinical nursing knowledge. Access to this level is by appointment only.

### Mandatory Qualifications and Experience:

- Master of Nursing (Nurse Practitioner);
- Registered Nurse (Division 1), General and Endorsed Nurse Practitioner, holding a current unconditional registration with the Australian Health Practitioner Regulation Agency (AHPRA); and
- A minimum of two years post graduate nurse practitioner experience, with demonstrated recent practice in a general adult acute care setting and primary care environment.

**SCHEDULE 2: Rates of Pay**

From 1 July 2019

Classification	Base Hourly Rate of Pay									
	ACT	North Queensland	Northern NSW	Northern Territory	South Australia	Southern NSW	South Queensland	Victoria	Wagga Wagga	Western Australia
Enrolled Nurse	\$32.11	\$31.33	\$31.00	\$31.33	\$31.33	\$31.00	\$31.33	\$31.96	\$32.11	\$31.33
Endorsed Enrolled Nurse	\$32.65	\$32.32	\$31.62	\$34.31	\$32.63	\$31.62	\$33.86	\$33.23	\$32.65	\$33.86
Registered Nurse Level 1	\$45.34	\$46.07	\$45.34	\$45.35	\$45.23	\$45.34	\$46.07	\$43.25	\$46.51	\$43.25
Registered Nurse Level 2	\$49.63	\$49.63	\$50.04	\$50.80	\$49.29	\$49.63	\$49.63	\$46.50	\$50.04	\$48.57
Nurse Practitioner	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00



From the first full pay period on or after 1 November 2019

Classification	Base Hourly Rate of Pay									
	ACT	North Queensland	Northern NSW	Northern Territory	South Australia	Southern NSW	South Queensland	Victoria	Wagga Wagga	Western Australia
Enrolled Nurse	\$32.91	\$32.11	\$31.78	\$32.11	\$32.11	\$31.78	\$32.11	\$32.76	\$32.91	\$32.11
Endorsed Enrolled Nurse	\$33.47	\$33.13	\$32.41	\$35.17	\$33.45	\$32.41	\$34.71	\$34.06	\$33.47	\$34.71
Registered Nurse Level 1	\$46.47	\$47.22	\$46.47	\$46.48	\$46.36	\$46.47	\$47.22	\$44.33	\$47.67	\$44.33
Registered Nurse Level 2	\$50.87	\$50.87	\$51.29	\$52.07	\$50.52	\$50.87	\$50.87	\$47.66	\$51.29	\$49.78
Nurse Practitioner	\$65.60	\$65.60	\$65.60	\$65.60	\$65.60	\$65.60	\$65.60	\$65.60	\$65.60	\$65.60

**From the first full pay period on or after 1 November 2020**

**The rates set out in the preceding table will be increased by CPI (being the Australian Bureau of Statistics national CPI figure for the most recently reported rolling 12 month period)**

### **SCHEDULE 3: List of Eligible Shift Working ADF Worksites**

1. Albatross Health Centre
2. Albury-Wodonga Health Centre
3. Cerberus Health Centre
4. Duntroon Health Centre
5. Edinburgh Health Centre
6. Enoggera Health Centre
7. Holsworthy Health Centre
8. Kapooka Health Centre
9. Kapooka Health Clinic
10. Lavarack Health Centre
11. Puckapunyal Health Centre
12. Richmond Health Centre
13. Robertson Health Centre
14. Wagga Health Centre

IN THE FAIR WORK COMMISSION

FWC Matter No.:

**AG2019/2093 - Application for approval of the Serco - ADF Health Services Contract (AHSC) Nurses' Collective Agreement 2019**

Applicant:

**Serco Australia Pty Ltd**

**Undertaking under section 190 of the *Fair Work Act 2009***

I, Nicolas Saunders, Director Employee Relations of Serco Australia Pty Ltd give the following undertakings with respect to the *Serco - ADF Health Services Contract (AHSC) Nurses' Collective Agreement 2019* (the Agreement):

1. I have the authority given to me by Serco Australia Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. This 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 the inconsistency.
3. Clause 35(e) will not result in deduction of personal leave accruals inconsistent with the NES or with a deduction in excess of the amount of leave taken.
4. Any hours worked by full time employees in excess of their ordinary hours (as defined by clause 19 of the Agreement) will be overtime.
5. Clause 46(j) of the Agreement (that deals with consultation about roster changes) contains a typographical error. The reference to "clause 46 (i)" should state "clause 46(a)(ii)". Clause 46(j) will therefore be applied as follows:

*For a change referred to in clause 46(a)(ii):*

- (i) The Company must notify the relevant Employees of the proposed change; and*
- (ii) Subclauses 46 (k) to (o) apply.*

Signed for and on behalf of the Applicant



Nicolas Saunders

Director Employee Relations

2 July 2019