



# DECISION

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

**Serco Australia Pty Ltd**  
(AG2022/1453)

## SERCO AHSC NURSES' ENTERPRISE AGREEMENT 2022

Health and welfare services

COMMISSIONER MATHESON

SYDNEY, 27 MAY 2022

*Application for approval of the Serco AHSC Nurses' Enterprise Agreement 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *Serco AHSC Nurses' Enterprise Agreement 2022 (Agreement)*. The application was made by Serco Australia Pty Ltd (**Applicant**) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single enterprise agreement.

[2] I observe that certain provisions of the Agreement may be inconsistent with the National Employment Standards (**NES**). However, noting clause 2.4 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[3] On the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to the application for approval of the Agreement have been met.

[4] The Australian Nursing and Midwifery Federation, 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) of the Act, 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 3 June 2022. The nominal expiry date of the Agreement is 7 April 2025.



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Serco AHSC Nurses' Enterprise Agreement 2022

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## 1. Definitions

<b>Act</b>	<i>Fair Work Act 2009</i> (Cth)
<b>ADF</b>	Australian Defence Force
<b>ADF Health Services Contract</b>	Serco's subcontract with Bupa Health Services to participate within a network of service providers delivering health services to ADF members on and off base including as amended and/or extended
<b>ADF Worksite</b>	A site at which the work covered by the Agreement is performed
<b>Agreement</b>	This Enterprise Agreement
<b>AHPRA</b>	Australian Health Practitioner Regulation Agency
<b>ANMF</b>	Australian Nursing and Midwifery Federation
<b>Casual Employment</b>	The meaning contained in the dictionary of the Act
<b>Commencement Date</b>	The seventh day after the date on which the Fair Work Commission approves the Agreement
<b>Employee(s)</b>	Employees of Serco who are covered by the classifications set out in Schedule 1 of the Agreement undertaking nursing, clinical care and other services under the ADF Health Services Contract
<b>Higher Duties</b>	Duties in excess of an Employee's current classification or position.
<b>Immediate Family</b>	The meaning contained in the dictionary of the Act
<b>MATRS</b>	Medical Advice and Triage Referral Service
<b>Base Rate of Pay</b>	The annual (or hourly) salary excluding casual loading, overtime, penalty rates, allowances, shift allowances, bonuses, superannuation and other like payments
<b>Day Worker</b>	See clause 10.2
<b>MAA</b>	Military Area Attendance – see clause 9.
<b>NES</b>	The National Employment Standards contained in the Act
<b>NES Shiftworker</b>	For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an Employee who: <ul style="list-style-type: none"> <li>a) is regularly rostered in a ward or clinical environment which operates outside the day span described in clause 10.2;</li> <li>b) is regularly rostered over 7 days of the week; and</li> <li>c) actively participates in all rosters and shifts.</li> </ul>
<b>RSP</b>	Reduced Service Period

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<b>Serco</b>	Serco Australia Pty Limited (ACN 003 677 352)
<b>Shift</b>	A period of time when an employee is requested to perform work, and actually performs work
<b>Shiftworker</b>	See clause 11.1

## 2. About the Agreement

### Name

- 2.1 This Agreement is known as the Serco AHSC Nurses' Enterprise Agreement 2022.

### Coverage

- 2.2 This Agreement will cover:
- a) Serco in respect of its employees within the ADF Health Services Contract who are covered by this Agreement;
  - b) Employees of Serco who are covered by the classifications set out in Schedule 1 of the Agreement undertaking nursing, clinical care and other services under the ADF Health Services Contract; and
  - c) The ANMF, provided written notice is given in accordance with s 183 (1) of the Act and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the ANMF.

### Period of Operation

- 2.3 The Agreement commences operation on the Commencement Date and has a nominal expiry date of 7 April 2025.

### NES Precedence

- 2.4 This Agreement will be read and interpreted in conjunction with the 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. Flexibility

- 3.1 Serco and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and

- b) the arrangement meets the genuine needs of Serco and the Employee in relation to one or more of the matters mentioned in paragraph a); and the arrangement is genuinely agreed to by the employer and employee.

3.2 Serco must ensure that the terms of the individual flexibility arrangement:

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

3.3 Serco must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of Serco's employing entity and the Employee; and
- c) 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
- d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (iv) states the day on which the arrangement commences.

3.4 Serco must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.5 Serco or the Employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if Serco and the Employee agree in writing – at any time.

## 4. Consultation

4.1 This term applies if Serco:

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

### Major Change

4.2 For a major change referred to in paragraph 4.1a):

- a) Serco must notify the relevant employees and the ANMF of the decision to introduce the major change; and
- b) subclauses 4.3 to 4.9 apply.



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- 4.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 4.4 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the Employee or Employees advise the employer of the identity of the representative; Serco must recognise the representative.
- 4.5 As soon as practicable after making its decision, Serco must:
- a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - b) for the purposes of the discussion – provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 4.6 However, Serco is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 4.7 Serco must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 4.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 4.2a) and subclauses 4.3 and 4.5 are taken not to apply.
- 4.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of Employees; or
  - b) major change to the composition, operation or size of the Serco’s workforce or to the skills required of Employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or
  - f) the need to relocate Employees to another workplace; or
  - g) the restructuring of jobs.

#### Change to Regular Roster or Ordinary Hours of Work

- 4.10 For a change referred to in paragraph 4.1b):
- a) Serco must notify the relevant employees of the proposed change; and

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- b) subclauses 4.11 to 4.15 apply.
- 4.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 4.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the Employee or Employees advise Serco of the identity of the representative; Serco must recognise the representative.
- 4.13 As soon as practicable after proposing to introduce the change, Serco must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what Serco reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that Serco reasonably believes are likely to affect the Employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 4.14 However, Serco is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 4.15 Serco must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 4.16 In this term:
- relevant employees means the Employees who may be affected by a change referred to in subclause 4.1.

## 5. Dispute Resolution

- 5.1 If a dispute relates to:
- a) a matter arising under the Agreement; or
  - b) the NES;
- this term sets out procedures to settle the dispute.
- 5.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 5.3 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 management.
- 5.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

- 5.5 The Fair Work Commission may deal with the dispute in two stages:
- a) 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
  - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) 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 Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

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

## 6. Representation

- 6.1 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.
- 6.2 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.
- 6.3 Employees who perform the role as a recognised Employee representative (union or non-union) will be provided (subject to normal operational requirements) with:
- a) paid leave (of up to 1 day per calendar year) to attend training;
  - b) access to facilities where appropriate (eg, a meeting room, relevant written material, relevant internet sites);
  - c) time to perform the role as a representative when required (including reasonable time to prepare and attend meetings);

- 6.4 Approval to attend training is subject to the following conditions:
- a) the request to attend training is submitted at least 4 weeks in advance;
  - b) 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 provisions of this Agreement;
  - c) the taking of leave does not impact on Serco's operational requirements; and
  - d) a maximum of 2 Employees from any ADF Worksite in each Joint Health Unit region will be granted leave at any one time, subject to the operational requirements of the business.
- 6.5 When attending the training referred to in 6.3 the Employee shall be paid their base rate of pay for normal rostered hours excluding shift work, overtime and other allowances.

## 7. Types of Employment

### Full-Time

- 7.1 A full-time Employee is engaged to work an average of 37.5 ordinary hours per week, 75 hours per fortnight or 150 hours over a 28-day period.

### Part-Time

- 7.2 A part-time employee is engaged to work less than an average of 37.5 ordinary hours per week, 75 hours per fortnight or 150 hours over a 28-day period and has reasonably predictable hours of work.
- 7.3 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.
- 7.4 A part-time Employees will be rostered to work a minimum of two consecutive hours on any occasion unless otherwise agreed between Serco and the Employee.
- 7.5 Before commencing part-time employment, Serco and the employee will agree in writing the guaranteed minimum number of ordinary weekly hours of work and the rostering arrangements that will apply to those hours. For employees who are not shift workers, Serco and the Employee will agree in writing the ordinary hours of work and the relevant days of work. This may be varied in writing by mutual agreement.
- 7.6 A part-time Employee's hours of work may be varied in writing by mutual agreement.
- 7.7 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.

### Specified Term

- 7.8 A specified term Employee is one who is employed a specified period of time or for a specified task or project. A specified term Employee may be full-time or part-time.
- 7.9 The provisions of this Agreement apply to a specified term Employee except for clause 21.1 and 21.2, clause 22; and subclauses 17.26 – 17.35.

### Casual

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- 7.10 Casual Employment is defined in the Act and casual conversion is dealt with in the NES.
- 7.11 Casual employees are paid a casual loading of 25% of the base rate of pay contained in Schedule 2 in compensation for all of the NES entitlements which are unavailable to casual employees.
- 7.12 The casual loading is applied using the cumulative method, which means that any penalty rates or shift loadings are calculated on the base rate of pay, excluding casual loading, with the casual loading component then added to the rate of pay incorporating the shift loading or penalty rate.
- 7.13 A casual employee will be paid a minimum of two hours' pay for each engagement.

## 8. Remuneration

### Rates of Pay

- 8.1 The hourly base rates of pay are contained in Schedule 2 of the Agreement.
- 8.2 The rates in Schedule 2 incorporate:
- a) New rates of pay that are effective from the first pay period to commence after 8 April 2022; and
  - b) an increase of 2.55% in the first pay period to commence after 8 April 2023; and
  - c) an increase of 2.55% in the first pay period to commence after 8 April 2024.
- 8.3 Serco will pay Employees fortnightly in arrears by direct funds transfer into a complying account at a bank or other financial institution the Employee nominates.
- 8.4 However, where an Employee's hours of work are averaged over a period which is greater than a fortnight, Serco may pay any overtime relating to that period on the first pay day after the averaging period concludes.
- 8.5 The shift loadings and penalty rates contained in the Agreement are applied using the substitution method, with the exception of casual loading. This means that where more than one shift loading or penalty rate applies (including those which relate to work performed on afternoon shifts, night shifts, 12-hour shifts, weekends or public holidays), the employee is only entitled to the rate, loading or penalty that provides the employee with the greatest entitlement.

### Superannuation

- 8.6 Serco will make minimum superannuation contributions on behalf of the Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 8.7 Contributions must be made to a complying superannuation fund which, among other things, offers a MySuper product. An employee may nominate a superannuation fund.
- 8.8 However, if an Employee does not nominate a complying superannuation fund or fails to do so within the prescribed time, Serco will make contributions on that Employee's behalf to Health Employees Superannuation Trust of Australia – HESTA (default fund). This is a compliant fund that offers a MySuper product.
- 8.9 In the event the default fund ceases to be a compliant fund, Serco will make the contributions to a complying superannuation fund it nominates.

### Salary Packaging

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- 8.10 Subject to Serco's agreement, an Employee may package part of their base pay for superannuation or other benefits as approved by Serco from time to time.
- 8.11 An Employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.
- 8.12 Serco's superannuation contributions under clause 8.6 will be calculated based on the relevant pre-salary sacrifice earnings.

## 9. Allowances

### Higher Duties Allowance

- 9.1 Serco and an Employee may agree to the Employee performing higher duties.
- 9.2 An Employee is entitled to a higher duties allowance whilst performing higher duties providing:
- the higher duties belong to a classification listed in Schedule 1 of this Agreement; and
  - the Employee is required to perform the higher duties for 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).
- 9.3 Where an Employee is required to perform all the duties of a position with a higher classification, the Employee will be paid an amount equivalent to the difference between the Employee's base rate of pay and the hourly base rate of pay of the higher classification for the agreed period during which higher duties are performed.
- 9.4 Higher duties are only applicable where an Employee is required to perform in a role with a higher classification listed in Schedule 1 of this Agreement. This clause does not apply to any role that is outside those covered by this Agreement.
- 9.5 Where an Employee is frequently performing higher duties, the Employee may request Serco give consideration to a permanent variation to the higher classification.

### Shift Coordinator Allowance

- 9.6 Where an Employee is rostered on shift during which Serco requires them to act as Shift Coordinator, the Employee will be paid a shift coordinator allowance of 6% of the hourly rate of the shift worked.
- 9.7 The Shift Coordinator will be responsible to Serco's management team to ensure continuity of routine for after-hours service delivery. The Shift Coordinator will be the nominated liaison for the facility, and coordinate members of the after-hours team, to ensure all required service delivery activities are performed per operational requirements.
- 9.8 A Shift Coordinator 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 coordinator, who is on the roster of the site medical facility and is present on site for the rostered shift.
- 9.9 The shift coordinator allowance will only be available for work during afternoon shifts and night shifts, weekends and public holidays. It is not available in relation to work performed during the day worker span of hours described in clause 10.2.

- 9.10 The shift coordinator allowance is only available to the nominated Employee who is classified as a Registered Nurse Level 1 and rostered to perform this function, or as approved prior to the commencement of shift by Serco.

#### Meal Allowance

- 9.11 An Employee will either be provided with a meal or paid a meal allowance of \$13.97 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 2 hours or more.
- 9.12 Where approved overtime exceeds 4 hours a further meal allowance of \$12.60 will be paid.
- 9.13 The allowances in clauses 9.11 and 9.12 will not apply when an Employee could reasonably return home for a meal within the meal break.
- 9.14 The meal allowance will be adjusted in line with the percentages and dates set out in clause 8.2.

#### On-Call Allowance

- 9.15 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 with Notation	\$43.51
Enrolled Nurse	\$48.34
Registered Nurse	\$65.03

- 9.16 The amounts of the on-call allowance will be adjusted in line with the percentages and dates set out in subclause 8.2.

#### Military Area Attendance Allowance

- 9.17 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, which is known as the MAA requirement.
- 9.18 In the event that a Registered Nurse, who is rostered to be ready to fulfil the MAA requirement, is actually deployed to a MAA during their shift, that Registered Nurse is entitled to the MAA allowance of \$85.44 on each occasion.
- 9.19 Where there is a requirement for an Employee to perform similar duties to those outlined in this clause at another location, the same terms and conditions of this clause will apply.
- 9.20 The MAA allowance will be adjusted in line with the percentages and dates set out in clause 8.2.

## 10. Hours of Work and Rostering

### Ordinary Hours of Work

- 10.1 The hours of work will be continuous, except for meal breaks.

### Span of Hours

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- 10.2 A day worker is an Employee who usually performs their ordinary hours of work within the span of hours between 6:00am and 6:00pm, Monday to Friday.
- 10.3 Employees who are regularly rostered outside the span of hours are dealt with in clause 11.
- 10.4 The span of hours does not set, limit or otherwise govern the operating hours Serco determines from time to time to meet commercial and operational requirements.

#### Rostering

- 10.5 Employees will work according to a roster provided by Serco or the ADF.
- 10.6 Serco will develop rosters with regard to:
- a) the needs and expectations of its customers;
  - b) the operational demands of the business;
  - c) the personal circumstances of Employees; and
  - d) health and safety considerations, especially in relation to shifts rostered following an afternoon or night shift.
- 10.7 Rosters will set out the Employees' daily ordinary hours of work, start and finish times. Draft rosters will be made available to Employees in a place or by a medium which is convenient and accessible at least 28 days before the roster period commences. Draft rosters will be confirmed 14 days before the commencement of the roster period.
- 10.8 An Employee may request changes to the published roster and Serco may accommodate this subject to operational requirements.
- 10.9 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.
- 10.10 Serco must not confirm rosters where an Employee is rostered to work more than their agreed hours of work unless the Employee and Serco agrees.
- 10.11 The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 10.12 Notwithstanding clause 10.11, Serco and an Employee may mutually agree to reschedule the Employee's ordinary hours resulting in a consolidated shift greater than 10 hours. The consolidated shift will still be ordinary hours of work. However, any hours worked in excess of 10 hours exclusive of meal breaks will be paid at Overtime rates in line with Clause 14. If such an arrangement is implemented, "10 consecutive hours" in clause 16 is to be read as "8 consecutive hours" with respect to this consolidated shift.
- 10.13 Where a local arrangement provides for 12-hour shifts in accordance with clauses 11.6 – 11.14, the shift length or ordinary hours of work per day will be a maximum of 12 hours exclusive of meal breaks.
- 10.14 Employees will be rostered to ensure they have two days off each week or four days in each fortnight or eight days in each 28-day cycle. The two days off will be consecutive if the Employee requests this and Serco can accommodate it.
- 10.15 However, Serco is not required to ensure an Employee is rostered to have two days off each week where:
- a) an Employee has requested a roster which does not allow for such an arrangement; or



- b) where exceptional operational circumstances prevent Serco from doing so.

## 11. Shiftwork

- 11.1 Shiftwork refers to rostered hours falling outside the span of hours of a day worker as defined in clause 10.2.

### Afternoon Shift

- 11.2 An afternoon shift is where an Employee's ordinary hours of work are rostered to commence at 12:00pm or later and finish after 6:00pm on the same day.

- 11.3 An Employee rostered to work on an afternoon shift is entitled to a shift loading of 12.5 per cent on the base rate of pay for their ordinary hours of work on that shift.

### Night Shift

- 11.4 A night shift is where an Employee's ordinary hours of work are rostered to commence at 6:00 pm or later and finish before 8:00 am on the following day.

- 11.5 An Employee rostered to work on a night shift is entitled to a shift loading of 15 per cent on the base rate of pay for their ordinary hours of work on that shift.

### 12-Hour Shifts

- 11.6 A 12-hour rostered shift arrangement may apply in the MATRS environment, and a ward or clinic environment that operates outside the regular hours of a day worker described in clause 10.2. A list of such worksites as at the Commencement Date is contained in Schedule 3.

- 11.7 Serco may only roster an Employee to work a 12-hour shift on a voluntary basis. Employees are not required to participate in 12-hour shifts. Serco must maintain alternative shift provisions to accommodate Employees who do not wish to participate.

- 11.8 A 12-hour shift may have a span of up to 12.5 hours and will include either:

- a) one thirty-minute unpaid meal break; or
- b) three 15-minute tea breaks (one during each four hours worked).

- 11.9 An employee must not work more than three consecutive 12-hour shifts. However, Serco may roster an Employee for four consecutive shifts once in each six-week cycle at the request of an Employee.

- 11.10 The minimum break between shifts shall be 11.5 hours.

- 11.11 Rosters should equitably distribute day, night and weekend shifts among the Employees participating in a 12-hour shift roster. A roster cycle should comprise no more than 50% of night shift unless Serco and the Employee agree otherwise.

- 11.12 No overtime shall be worked in conjunction with a 12-hour shift.

- 11.13 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.

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- 11.14 Where an employee works a 12-hour day shift the employee will be paid a loading of 12.5 per cent on their base rate of pay for the last three and a half hours of that shift.

## 12. Saturday and Sunday Work

- 12.1 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.
- 12.2 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.

## 13. Public Holidays

- 13.1 Whilst Employees are entitled to be absent from work on public holidays, they acknowledge that some work will need to be performed on these days. Serco may, from time to time, require Employees to work on a public holiday.
- 13.2 Public Holidays are defined in the NES and among other things, include holidays declared or prescribed by, or under, a law of a State or Territory within which the Agreement operates.
- 13.3 A public holiday (or any substitute day) that applies to an employee may be substituted to another day if Serco and the Employee agree.
- 13.4 An Employee who works on a public holiday is entitled to be paid double time for the time worked. An Employee deployed to work in a State or Territory other than their base location on a day which falls on a public holiday is also entitled to be paid double time for the time worked.
- 13.5 Full-time Employees who are usually rostered over seven days of the week and who are rostered off duty on a public holiday, are entitled to be paid for the ordinary hours that they would usually have worked on that day.
- 13.6 Full-time Employees who are usually rostered between Monday and Friday only, who are rostered off duty on a public holiday that falls between a Monday and Friday, is entitled to be paid the ordinary hours that they would usually have worked on that day. Full-time Employees who are usually only rostered between Monday and Friday, are not entitled to be paid for any public holiday that falls on a Saturday or a Sunday.
- 13.7 Part-time Employees who work a fixed roster who are rostered off duty on a public holiday are entitled to be paid for the ordinary hours that they would usually have worked on that day.
- 13.8 Part-time employees who do not work a fixed roster will be required to have worked at least 50% of the day the public holiday falls in the preceding six completed pay periods to be entitled to public holiday not worked payment.

## 14. Overtime

- 14.1 Hours worked by full-time Employees in excess of the ordinary hours on any day or shift will be overtime. Hours worked by part-time or casual Employees in excess of the maximum daily ordinary hours or the maximum ordinary full-time hours over a week, fortnight or 28-day period, will be overtime.
- 14.2 Overtime will be paid at:

- a) 150% of the base rate of pay for first 2 hours and 200% of the base rate of pay thereafter;
- b) 200% of the base rate of pay for all hours on Sunday;
- c) 250% of the base rate of pay for all hours on public holidays.

14.3 Clause 16 deals with:

- a) rest breaks during overtime; and
- b) rest breaks after working overtime between two periods of work.

## 15. Recall to Work

### On Call

15.1 An Employee who is recalled to work whilst they are required to be on call will be paid for a minimum of 3 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.

### Not On Call

15.2 An Employee who is recalled to work after leaving the premises of their worksite whilst they are not required to be on call will be paid for a minimum of 3 hours' work at the appropriate overtime rate.

15.3 The time spent travelling to and from the place of duty will be deemed to be time worked. However, where an Employee is recalled within 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.

15.4 An Employee who is recalled to work will not be obliged to work for 3 hours if the work for which they were recalled is completed within a shorter period.

15.5 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.

## 16. Breaks

### Meal Breaks

16.1 An Employee who works in excess of 5 hours will be entitled to an unpaid meal break of between 30 and 60 minutes.

16.2 Where Serco requires an Employee to be on duty and perform work during a meal break, they will be paid overtime rates for all time worked until the meal is taken.

16.3 Where Serco requires an Employee to remain available during a meal break but is free from duty, the Employee will be entitled to an allowance in the value of 30 minutes at their base rate of pay for the meal break. This period will not count as time worked for any purpose. If an Employee is recalled to duty to perform work during this period, they will be paid overtime for all time worked until the balance of the meal is taken.

### Tea Breaks

- 16.4 Every Employee will be entitled to a paid 10-minute tea break in each 4 hours worked, at a time Serco and the Employee mutually agree.
- 16.5 Tea breaks may be taken as one twenty 20-minute tea break where Serco and an Employee mutually agree.
- 16.6 Tea breaks will count as time worked.

#### Rest Breaks During Overtime

- 16.7 An Employee working overtime will take a paid rest break of 20 minutes after the first 2 hours of overtime and then a further paid rest break of 20 minutes, for each subsequent 4 hours of overtime they work.

#### Breaks Between Rostered Periods of Ordinary Hours of Work

- 16.8 An Employee will be allowed to have a break of at least 10 consecutive hours between the completion of one rostered shift or other period of their ordinary hours of work and the commencement of another rostered shift or period of their ordinary hours of work.
- 16.9 Where a break of at least 10 consecutive hours is not scheduled between the completion of one rostered shift or other period of their ordinary hours of work and the commencement of another rostered shift or period of their ordinary hours of work, the Employee must be paid at the rate of 200% of their base rate of pay until released from duty for such a period.

#### Breaks After Overtime Between Two Periods of Ordinary Hours of Work

- 16.10 An Employee who works overtime between two shifts or other periods of ordinary hours of work must have a break of at least 10 consecutive hours starting at the conclusion of the overtime worked.
- 16.11 Where an Employee does not take a break of at least 10 consecutive hours from the conclusion of a period of overtime mentioned in subclause 16.10, the Employee must be:
- a) released from duty until they have had a break of 10 consecutive hours off duty without loss of pay for their rostered ordinary hours of work occurring during that absence; or
  - b) paid at the rate of 200% of their base rate of pay until released from duty, following which they are entitled to the break described in subclause 16.10, or clause 16.11 applies.

## 17. Leave

### Annual leave

- 17.1 Full-time employees and, subject to clause 7.3, part-time employees who are not NES Shiftworkers are entitled to 5 weeks paid annual leave for each completed year of service.
- 17.2 Full-time employees and, subject to clause 7.3, part-time employees who are NES Shiftworkers are entitled to 6 weeks of paid annual leave for each completed year of service.
- 17.3 An Employee's entitlement to annual leave accrues progressively through a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 17.4 An authorised People Manager must approve annual leave in advance. Requests for annual leave will not be approved where they would impact on the operational requirements of the business. Serco must not unreasonably refuse an Employee's request to take annual leave.

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- 17.5 The base rates of pay referenced in Schedule 2 include annual leave loading in compensation for overtime and penalty rates they do not earn during periods of annual leave.

#### Cashing Out Annual Leave

- 17.6 An Employee may request Serco to pay out an amount equal to up to 2 weeks of unused, accrued annual leave at their base rate of pay, providing:
- a) the request is made in writing;
  - b) the Employee has taken at least 2 weeks of annual leave in the preceding 12 months;
  - c) cashing out the requested amount of annual leave would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks
  - d) each cashing out of a particular amount of annual leave is documented in a separate agreement in writing between the Employee and Serco; and
  - e) 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.

#### Paid Personal Leave

- 17.7 Full-time employees are entitled to 10 days of paid personal leave (sick/carer's leave) for each completed year of service.
- 17.8 An Employee's entitlement to paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 17.9 In this Agreement, personal leave has the same meaning as that contained in the Act.
- 17.10 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.
- 17.11 The Employee must notify Serco of any absence due to illness, injury or carer's responsibilities as soon as reasonably practicable and before the Employee's rostered start time for that day. The Employee must notify Serco, providing an indication of the anticipated length of absence and nature of the personal illness, injury or carer's responsibilities giving rise to the absence.
- 17.12 If requested, an Employee must provide evidence that would satisfy a reasonable person as to the nature and circumstances of their leave (such as 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.
- 17.13 Notwithstanding clause 17.12, any continuous absence of more than 2 days must be supported by providing a medical certificate.
- 17.14 Failure to notify Serco of an absence or provide evidence in support of an absence may result in unpaid leave for a part or the entire duration of the absence.
- 17.15 Serco acknowledges its Employees' right to privacy and requires everyone who is involved in the administration of leave to keep all matters relating to personal leave confidential. This does not preclude necessary information being provided to People & Capability, senior levels of management and the WHS Committee.

#### Jury service

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- 17.16 Serco will pay an Employee at their base rate of pay for the employee's ordinary hours of work during a period of jury service, less any amount of jury duty pay (excluding expense-related allowances) providing the Employee demonstrates:
- a) that they have taken all necessary steps to obtain jury duty pay; and
  - b) the total amount of jury duty pay that has been paid or will be payable to them for the period.

- 17.17 The Employee is required to provide Serco with reasonable notice and proof of requirement to attend for jury service.

#### Ceremonial Leave and NAIDOC Week

- 17.18 Employees of Aboriginal or Torres Strait Islander descent can access a maximum of 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 continuity of service.

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

#### Compassionate leave

- 17.20 Employees are entitled to compassionate leave in accordance with the NES.

#### Domestic and Family Violence Leave

- 17.21 An Employee is entitled to 10 days of paid domestic and family violence leave in a 12-month period if the Employee is experiencing family and domestic violence and needs to do something to deal with the impact of the family and domestic violence.
- 17.22 Casual Employees are entitled to domestic and family violence leave on the basis of paid release from a rostered shift.
- 17.23 Serco may require an Employee to provide evidence to support the need for leave, such as a medical certificate or a document issued by the police or a court or statutory declaration.
- 17.24 Family and domestic violence leave is available in full at the start of each 12-month period of the Employee's employment and does not accumulate from year to year.

#### Parental leave

- 17.25 Employees are entitled to unpaid parental leave in accordance with the NES.
- 17.26 In addition to unpaid parental leave entitlements under the NES, an Employee is entitled to 6 weeks paid parental leave if they are the primary carer of a new-born or adopted child.
- 17.27 Paid parental leave will be paid at an employee's base rate of pay. However, an Employee may elect to take a period of 12 weeks at half the base rate of pay.
- 17.28 Full-time and part-time Employees with at least 12 months of continuous service with Serco immediately before:
- a) the date of birth, or expected date of birth, of the child, if the leave is birth related leave;
  - b) the date of placement, or the expected date of placement of the child, if the leave is adoption-related leave.

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- 17.29 Paid parental leave can begin from 6 weeks prior to the expected date of birth or adoption of the child.
- 17.30 In the unfortunate event that an Employee's pregnancy ends (other than by the birth of a live child) within 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.
- 17.31 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.
- 17.32 Paid parental leave is inclusive of public holidays.
- 17.33 In addition to any paid parental leave entitlement, an Employee may elect to substitute unpaid parental leave with unused long service leave or annual leave on condition that the total period of absence does not exceed fifty-two 52 weeks.
- 17.34 Substitute leave will be paid prior to unpaid parental leave and immediately following the paid parental leave period (if applicable).
- 17.35 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.

#### Long Service Leave

- 17.36 An Employee is 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 Act.

#### Leave Without Pay

- 17.37 Serco may approve an employee's request for leave without pay at its absolute discretion on the basis that:
- a) the Employee has exhausted accrued annual leave and long service leave entitlements; and
  - b) taking the leave will not unreasonably affect normal operational requirements of the business; and
  - c) annual leave and personal leave will not accrue during any periods of unpaid leave.

#### Blood Donor leave

- 17.38 Employees are entitled to a maximum of 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 ADF Worksite at which the Employee works.
- 17.39 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.
- 17.40 Employees will give at least 7 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.

## 18. Stand Down

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- 18.1 Where part or all of the health facility temporarily closes or experiences periods of low activity (including but not limited to a RSP), Serco may stand down an Employee during the period of the closure or low activity without pay.
- 18.2 However, an Employee may take paid annual leave during part or all of a stand down period described in clause 18.1, subject to their accrued annual leave balance.

## 19. Training and Related Matters

### Professional Development Leave

- 19.1 Professional development leave is to enhance the knowledge and practice skills of nurses.
- 19.2 In addition to mandatory training requirements and subject to Serco policy, Serco commits to providing full time employees with up to 3 paid professional development days each full calendar year post employment.
- 19.3 To avoid doubt, professional development days are prorated for part-time employees.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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 10 days from the date the application is lodged.

### Mandatory Training and Education

- 19.8 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.
- 19.9 Where an Employee attends compulsory training on site as per clause 19.8 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.
- 19.10 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 site of their workplace, the payment will be the length of the training or 1.5 hours whichever is the greater. At nights or on weekends, appropriate shift, weekend or overtime penalties will be paid in accordance with this agreement on all hours in compulsory education.
- 19.11 Attendance at any training course other than those referred to in clause 19.8 may also be supported by Serco in accordance with any applicable policy.



## 20. Suspension

- 20.1 Serco may suspend an Employee without loss of pay, including when either an Employee or Serco has given notice of termination of employment. The suspension of employment means that Serco may direct an Employee not to:
- a) perform any work for it;
  - b) attend Serco's places of business; and/or
  - c) perform any duties apart from those which Serco specifies.

## 21. Termination of Employment

- 21.1 Serco or an Employee may terminate the Employee's employment by giving one week of notice during a probationary period. Serco may elect to pay a part or all of this notice period in lieu.
- 21.2 Serco or an Employee may terminate the Employee's employment by giving notice in accordance with the following period, other than during a probationary period. Serco may elect to pay a part or all of this notice period in lieu.

Continuous service with Serco	Notice Period	
	Up to 45 years of age	Over 45 years of age and Serco giving notice
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

- 21.3 Any period of notice may be varied by agreement between Serco and an Employee.
- 21.4 Where an Employee does not provide the required period of notice Serco may deduct the amount equal to the notice not provided up to a maximum of one week's earnings from their total pre-tax termination pay.
- 21.5 The notice periods listed at clause 21.2 do not apply to a specified term or specified task employee whose contract end due to the effluxion of time or the conclusion of the task, respectively; nor to a casual Employee.
- 21.6 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. The employee's salary and other entitlements will be paid up to the time of termination only in cases of serious misconduct.

### Abandonment of Employment

- 21.7 Subject to the requirements set out in subclause b), Serco may establish that an Employee has abandoned their employment where the Employee has been absent for at least three consecutive days of work where:
- a) the whole of the absence is not authorised or explained; or

- b) the whole of the absence occurs without the employee notifying Serco before or as soon as practicable after the first day of that absence.

21.8 Where an Employee has been absent as described in subclause 21.7, Serco will take reasonable steps to:

- a) attempt to contact the Employee at the personal email, postal address or phone number on their personnel file;
- b) provide the Employee with an opportunity to explain the absence from work within seven days of the date of Serco's correspondence or contact; and
- c) genuinely consider any explanation the Employee provides.

21.9 An employee is deemed to have abandoned their employment where the Employee fails to respond to contact by Serco or to demonstrate an acceptable reason for the absence. Serco may give notice in accordance with either subclause 21.1 or 21.2.

## 22. Redundancy

22.1 Redundancy is where Serco no longer requires the job done by an Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

22.2 A position may be made redundant in circumstances which include, but are not limited to where it is:

- a) excess of Serco's operational requirements (for operational reasons); or,
- b) no longer required due to the introduction of workplace change (including technology changes); or
- c) it is transferred to a different location which is not within a reasonable travelling distance due to changes resulting from a review and subsequent restructure of functions within the organisation which impact upon the position.

22.3 Redundancy constitutes a significant workplace change, meaning clause 4 applies.

### Redeployment

22.4 Serco will provide an Employee whose position has been made redundant an opportunity to be considered for any alternative positions 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".

22.5 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.

22.6 An "alternative position" means any position the Employee elects to accept and is not limited to a "suitable alternative position".

### Transfer to Lower Paid Duties

22.7 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. Serco 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.

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### Redundancy Pay

- 22.8 Serco will give written notice to an Employee whose position is made redundant which includes the termination date and, where possible, an estimate of the final pay the Employee will receive.
- 22.9 An Employee who is made redundant is entitled to redundancy pay in accordance with the NES, in addition to notice or payment in lieu as described in clause 21. Redundancy pay is based on an employee's continuous service with Serco.
- 22.10 An Employee is not entitled to redundancy pay under this Agreement if the employee:
- a) resigns prior to receiving written notice of redundancy under clause 22.8;
  - b) is a casual, specified term or specified task employee or is dismissed;
  - c) is offered, but declines the offer, of a suitable alternative position within Serco;
  - d) 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.

### Resignation During Notice Period

- 22.11 An employee who has received notice of redundancy may resign during the period of notice and will be entitled to the same benefits and payments under this clause had they continued working until the expiry of the notice given by Serco. However, the employee will not be entitled to payment in lieu of notice in such circumstances.

### Time Off During Notice Period

- 22.12 During a period of notice of redundancy given by the Serco, an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. An employee may be granted more than one paid day off in each week, subject to providing proof of attendance at an interview (eg, a statutory declaration). Otherwise, the additional days will be treated as unpaid leave.

## 23. End of Contract

- 23.1 The following arrangements apply in the event that the Contract is terminated, not renewed or the business is otherwise moved from Serco to another employer:
- a) Serco will not be obliged to pay redundancy pay to an employee upon termination of employment:
    - (i) where an Employee accepts employment with the other employer, and the other employer recognises the Employee's service with Serco as defined in the Act for the purpose of calculating long service leave, annual leave and redundancy pay; or
    - (ii) 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 Serco; and which recognises the Employee's service with Serco as defined in the Act for the purpose of calculating long service leave, annual leave and redundancy pay.
  - b) Serco will provide Employees with written notice employees as soon as practicable, when it becomes aware that the Contract will be terminated, not renewed, or the business otherwise moved to another employer. The written

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notice will include the details of any comparable alternative employment within Serco.

- 23.2 If requested by the other employer, Serco will provide the incoming tenderer for the Contract a list of employees who have given permission for their details to be provided and who wish to be considered for employment by the other employer.
- 23.3 Serco will provide any Employee whose employment is terminated as a result of the end of the Contract or 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).
- 23.4 Serco will use best endeavours to facilitate a meeting between the other employer and outgoing Employees who are not offered suitable alternative employment within Serco.

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Signed on behalf of the Employer



Julie Carroll

Chief Human Resources Officer

Serco Australia Pty Ltd

(ABN 44 003 677 352]

Level 23, 40 Margaret Street, Sydney, NEW SOUTH WALES 2000

Dated this 12th day May of 2022

Signed on behalf of Employees



Annie Butler

Federal Secretary

Australian Nursing and Midwifery Federation

Level 1, 365 Queen St, Melbourne, VICTORIA 3000

Dated this 11<sup>th</sup> day May of 2022

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## Schedule 1 - Classifications

### Enrolled Nurse with Notation (ENN)

#### Overview:

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

#### Mandatory Qualifications and Experience:

- current unconditional registration with AHPRA with the notation does not hold Board-approved qualification in administration of medicines; and
- minimum of two years full-time (equivalent) post registration nursing experience in an acute, primary or military healthcare setting; and
- current HTLAID009 CPR certificate.

### 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 ADF Credentialing criteria, Policies and Procedures, and in accordance with relevant laws.

#### Mandatory Qualifications and Experience:

- current unconditional and unrestricted registration with AHPRA; and
- minimum of two years full-time (equivalent) post registration nursing experience in an acute, primary or military healthcare setting in the last five (5) years; and
- current HTLAID009 CPR certificate.

### 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 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 and unrestricted registration with AHPRA;
- A minimum of 2 years full-time (equivalent) post registration nursing experience in an acute, primary or military health care setting in the last five (5) years; and
- current HTLAID009 CPR certificate

### 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 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

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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 and unrestricted registration with AHPRA;
- minimum of 2 years (equivalent) post registration nursing experience in a primary or military healthcare setting in the last five (5) years in one or more of the following acute clinical specialties: Health Promotion, Infection Control, Home Healthcare, Sexual Health, Healthcare Coordination and Field Training; and
- current HTLAID009 CPR certificate.

## Nurse Practitioner

**Overview:**

The Nurse Practitioner is responsible for adhering to the competencies, guidelines and codes of professional standards as detailed by AHPRA.

In addition, the Nurse Practitioner will abide by the appropriate employer's and/or 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) in an acute or primary health speciality;
- Registered Nurse (Division 1), General and Endorsed Nurse Practitioner, holding a current unconditional and unrestricted registration with AHPRA; and
- minimum of two years post graduate nurse practitioner experience, with demonstrated recent practice in a general adult acute care setting or primary care environment; and
- current HTLAID009 CPR certificate.

## Schedule 2 – Base Rates of Pay

Table one: rates effective from the first pay period to commence after 8 April 2022

Classification	ACT	North Queensland	Northern NSW	Northern Territory	South Australia	Southern NSW	South Queensland	Victoria	Wagga Wagga	Western Australia
Enrolled Nurse with Notation	\$33.34	\$33.34	\$33.34	\$33.34	\$33.34	\$33.34	\$33.34	\$33.34	\$33.34	\$33.34
Enrolled Nurse	\$34.75	\$34.40	\$33.65	\$36.51	\$34.73	\$33.65	\$36.04	\$35.36	\$34.75	\$36.04
Registered Nurse Level 1	\$48.25	\$49.03	\$48.25	\$48.26	\$48.13	\$48.25	\$49.03	\$48.13	\$49.49	\$48.13
Registered Nurse Level 1 (Bench)	\$52.82	\$52.82	\$53.25	\$54.06	\$52.45	\$52.82	\$52.82	\$50.66	\$53.25	\$51.69
Registered Nurse Level 2	\$52.82	\$52.82	\$53.25	\$54.06	\$52.45	\$52.82	\$52.82	\$50.66	\$53.25	\$51.69
Nurse Practitioner	\$68.10	\$68.10	\$68.10	\$68.10	\$68.10	\$68.10	\$68.10	\$68.10	\$68.10	\$68.10

Table two: rates effective from the first pay period to commence after 8 April 2023

Classification	ACT	North Queensland	Northern NSW	Northern Territory	South Australia	Southern NSW	South Queensland	Victoria	Wagga Wagga	Western Australia
Enrolled Nurse with Notation	\$34.19	\$34.19	\$34.19	\$34.19	\$34.19	\$34.19	\$34.19	\$34.19	\$34.19	\$34.19
Enrolled Nurse	\$35.64	\$35.28	\$34.51	\$37.44	\$35.62	\$34.51	\$36.96	\$36.26	\$35.64	\$36.96
Registered Nurse Level 1	\$49.48	\$50.28	\$49.48	\$49.49	\$49.36	\$49.48	\$50.28	\$49.36	\$50.75	\$49.36
Registered Nurse Level 1 (Bench)	\$54.17	\$54.17	\$54.61	\$55.44	\$53.79	\$54.17	\$54.17	\$51.95	\$54.61	\$53.01
Registered Nurse Level 2	\$54.17	\$54.17	\$54.61	\$55.44	\$53.79	\$54.17	\$54.17	\$51.95	\$54.61	\$53.01
Nurse Practitioner	\$69.84	\$69.84	\$69.84	\$69.84	\$69.84	\$69.84	\$69.84	\$69.84	\$69.84	\$69.84



Table three: rates effective from the first pay period to commence after 8 April 2024

Classification	ACT	North Queensland	Northern NSW	Northern Territory	South Australia	Southern NSW	South Queensland	Victoria	Wagga Wagga	Western Australia
Enrolled Nurse with Notation	\$35.06	\$35.06	\$35.06	\$35.06	\$35.06	\$35.06	\$35.06	\$35.06	\$35.06	\$35.06
Enrolled Nurse	\$36.54	\$36.18	\$35.39	\$38.40	\$36.52	\$35.39	\$37.90	\$37.19	\$36.54	\$37.90
Registered Nurse Level 1	\$50.74	\$51.56	\$50.74	\$50.75	\$50.62	\$50.74	\$51.56	\$50.62	\$52.05	\$50.62
Registered Nurse Level 1 (Bench)	\$55.55	\$55.55	\$56.00	\$56.85	\$55.16	\$55.55	\$55.55	\$53.28	\$56.00	\$54.36
Registered Nurse Level 2	\$55.55	\$55.55	\$56.00	\$56.85	\$55.16	\$55.55	\$55.55	\$53.28	\$56.00	\$54.36
Nurse Practitioner	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62

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### Schedule 3

1. Albatross Health Centre
2. Gaza Ridge Health Centre
3. Cerberus Health Centre
4. ACT Health Centre
5. Edinburgh Health Centre
6. Enoggera Health Centre
7. Holsworthy Health Centre
8. Kapooka Health Centre
9. Lavarack Health Centre
10. Puckapunyal Health Centre
11. Richmond Health Centre
12. Robertson Health Centre
13. Wagga Health Centre