

[2025] FWCA 1368

The attached document replaces the document previously issued with the above code on 29 April 2025.

Industry name has been changed to Health and Welfare Services, and paragraph 5 has been revised to correct union.

Associate to Commissioner Redford

Dated 30 April 2025.



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Serco Australia Pty Limited
(AG2025/1150)

SERCO AHSC NURSES' ENTERPRISE AGREEMENT 2025

Health and Welfare Services

COMMISSIONER REDFORD

MELBOURNE, 29 APRIL 2025

Application for approval of the Serco AHSC Nurses' Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as *Serco AHSC Nurses' Enterprise Agreement 2025* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Serco Australia Pty Limited (**Serco**). The Agreement is a single enterprise agreement.

Voting on the agreement

[2] Correspondence was sent to the parties outlining an issue regarding the workforce. From the F17B Declaration filed in support of this application, it appeared that of the 733 employees who will be covered by the agreement, 285 were casual. Taking into account the decision of the Full Bench in *Appeal by Kmart Australia Limited & Ors*¹ I was concerned that if employees voted in the ballot who were not eligible to vote the outcome may have been affected. However, Serco confirmed that all of the casual employees who participated in the ballot were rostered to work one or more shifts during the relevant access period and/or subsequent two-day voting period. I am satisfied by this explanation.

Interaction with the National Employment Standards

[3] Clause 2.4 of the Agreement provides that the National Employment Standards (**NES**) applies to employees covered by the agreement except where the agreement provides a greater benefit, in which case the NES provision will apply to the extent of the inconsistency (**NES precedence clause**). On this basis, I am satisfied that the apparent inconsistencies with the NES outlined below do not prevent the approval of this agreement:

¹ [2019] FWCFB 7891

- a. Whereas clause 13.1 of the agreement states that employees “acknowledge that some work will need to be performed on” public holidays and Serco “may from time to time require employees to work on a public holiday”, the operation of the NES precedence clause will ensure that the provisions of s 114 of the Act will apply in any event. This means, among other things, that an employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes, however an employer may request an employee to work on a public holiday *if the request is reasonable*.
- b. Clause 22.10 of the Agreement provides that redundancy pay is not payable in some circumstances, including where Serco finds suitable alternative employment for the employee, which is declined. Section 120 of the Act deals with circumstances in which a variation to redundancy pay can be sought where an employer obtains other acceptable employment for an employee. In particular, an application is required to be made to the Commission for a determination. The operation of clause 2.4 of the Agreement – the NES precedence clause – is therefore likely to mean that despite clause 22.11, the amount of redundancy or severance pay cannot be varied without compliance with s 120 of the Act.

Consideration

[4] Based on the foregoing I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] The Australian Nursing and Midwifery Federation (ANMF) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the ANMF.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate 7 days after approval.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE528780 PR786416>



Serco AHSC Nurses' Enterprise Agreement 2025

1	Definitions.....	5
2	About the Agreement.....	6
	Name.....	6
	Coverage.....	6
	Period of Operation	6
	NES Precedence	6
3	Flexibility.....	6
4	Consultation	7
	Major Change	7
	Change to Regular Roster or Ordinary Hours of Work	8
5	Dispute Resolution	9
6	Representation	10
7	Types of Employment.....	11
	Full-Time.....	11
	Part-Time.....	11
	Specified Term.....	11
	Casual.....	12
8	Remuneration.....	12
	Rates of Pay	12
	Superannuation.....	12
	Salary Packaging	13
9	Allowances	13
	Higher Duties Allowance	13
	Shift Coordinator Allowance.....	13
	Meal Allowance	14
	On-Call Allowance	14
	Military Area Attendance Allowance	14
10	Hours of Work, Rostering and Workloads	15
	Ordinary Hours of Work	15
	Span of Hours.....	15
	Rostering	15
	Workloads.....	16
11	Shiftwork	16
	Afternoon Shift	16
	Night Shift.....	16
	12-Hour Shifts	17
12	Saturday and Sunday Work.....	17
13	Public Holidays	17

14	Overtime.....	18
15	Recall to Work.....	19
	On Call.....	19
	Not On Call.....	19
16	Breaks	19
	Meal Breaks.....	19
	Tea Breaks	19
	Rest Breaks During Overtime.....	20
	Breaks Between Rostered Periods of Ordinary Hours of Work	20
	Breaks After Overtime Between Two Periods of Ordinary Hours of Work.....	20
17	Leave	20
	Annual leave.....	20
	Cashing Out Annual Leave.....	21
	Paid Personal Leave.....	21
	Jury service	22
	Ceremonial Leave and NAIDOC Week.....	22
	Compassionate leave.....	22
	Domestic and Family Violence Leave	23
	Parental leave.....	23
	Long Service Leave.....	23
	Leave Without Pay	23
	Blood Donor leave.....	23
	Defence Reservist Leave	24
	Vaccination leave	24
18	Stand Down	24
19	Training and Related Matters	24
	Professional Development Leave.....	24
	Mandatory Training and Education	25
20	Suspension.....	25
21	Termination of Employment.....	25
	Abandonment of Employment.....	26
22	Redundancy	27
	Redeployment.....	27
	Transfer to Lower Paid Duties.....	27
	Redundancy Pay	27
	Resignation During Notice Period	28
	Time Off During Notice Period	28
23	Delegates Rights.....	28
24	Employee travel.....	30

25	End of Contract	30
	Schedule 1 - Classifications	33
	Enrolled Nurse with Notation (ENN).....	33
	Enrolled Nurse (EN).....	33
	Registered Nurse (RN) Level 1	33
	Registered Nurse (RN) Level 2.....	34
	Nurse Practitioner.....	34
	Schedule 2 – Base Rates of Pay	35
	Schedule 3.....	36

1 Definitions

Act	Fair Work Act 2009 (Cth)
ADF	Australian Defence Force
ADF Health Services Contract	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
ADF Worksite	A site at which the work covered by the Agreement is performed
Agreement	This Enterprise Agreement
AHPRA	Australian Health Practitioner Regulation Agency
ANMF	Australian Nursing and Midwifery Federation
Casual Employment	The meaning contained in the dictionary of the Act
Commencement Date	The seventh day after the date on which the Fair Work Commission approves the Agreement
Employee(s)	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
Higher Duties	Duties in excess of an Employee's current classification or position.
Immediate Family	The meaning contained in the dictionary of the Act
MATRS	Medical Advice and Triage Referral Service
Base Rate of Pay	The annual (or hourly) salary excluding casual loading, overtime, penalty rates, allowances, shift allowances, bonuses, superannuation and other like payments
Day Worker	See subclause 10.3
MAA	Military Area Attendance – see clause 9
NES	The National Employment Standards contained in the Act
NES Shiftworker	For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an Employee who: a) is regularly rostered in a ward or clinical environment which operates outside the day span described in subclause 10.3; b) is regularly rostered over 7 days of the week; and c) actively participates in all rosters and shifts.
RSP	Reduced Service Period
Serco	Serco Australia Pty Limited (ACN 003 677 352)
Shift	A period of time when an employee is requested to perform work, and actually performs work
Shiftworker	See subclause 11.1

2 About the Agreement

Name

- 2.1 This Agreement is known as the Serco AHSC Nurses' Enterprise Agreement 2025.

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 2029.

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.

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
- 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 subclause 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 subclauses 21.1 and 21.2 and clause 22.

Casual

- 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 2025;
 - b) an increase of 3.25% in the first pay period to commence after 8 April 2026;
 - c) an increase of 3.25% in the first pay period to commence after 8 April 2027; and
 - d) an increase of 3.25% in the first pay period to commence after 8 April 2028.
- 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.
- 8.6 Where an employee is paid more than the rates specified in this Agreement, such an employee will be entitled to the annual wage increases specified in subclause 8.2. The increase at paragraph 8.2a) is to be 3% for such employees. Such an employee's rate of pay will not be less than the rates specified in Schedule 2.

Superannuation

- 8.7 Serco will make minimum superannuation contributions on behalf of the Employee in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).

- 8.8 Contributions must be made to a complying superannuation fund which, among other things, offers a MySuper product. An employee may nominate a superannuation fund.
- 8.9 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.
- 8.10 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

- 8.11 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.
- 8.12 An Employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.
- 8.13 Serco's superannuation contributions under subclause 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:
 - a) the higher duties belong to a classification listed in Schedule 1 of this Agreement; and
 - b) the Employee is required to perform the higher duties for at least one full shift.
- 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 subclause 10.3.
- 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 \$15.13 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 \$13.65 will be paid.
- 9.13 The allowances in subclauses 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 subclause 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	\$47.13
Enrolled Nurse	\$52.36
Registered Nurse	\$70.44
Nurse Practitioner	\$85.00

- 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 \$92.55 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 subclause 8.2.

10 Hours of Work, Rostering and Workloads

- 10.1 Serco recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some additional hours to be worked by some employees, Serco will endeavour to avoid it being required by an Employee on a regular basis.

Ordinary Hours of Work

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

Span of Hours

- 10.3 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.
- 10.4 Employees who are regularly rostered outside the span of hours are dealt with in clause 11.
- 10.5 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

- 10.6 Employees will work according to a roster provided by Serco or the ADF.
- 10.7 Serco will develop rosters having regard to:
- a) the needs and expectations of its customers;
 - b) the operational demands of the business;
 - c) the personal circumstances of Employees (including considering the need for employees to strike a balance between their work and personal life, and the impact rosters can have on fatigue); and
 - d) health and safety considerations, especially in relation to shifts rostered following an afternoon or night shift.
- 10.8 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.
- 10.9 An Employee may request changes to the published roster and Serco may accommodate this subject to operational requirements.
- 10.10 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.
- 10.11 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.

- 10.12 The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 10.13 Notwithstanding subclause 10.12, 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.
- 10.14 Where a local arrangement provides for 12-hour shifts in accordance with subclauses 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.
- 10.15 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.
- 10.16 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.

Workloads

- 10.17 Where an employee, group of employees or ANMF raise the experience of workload pressures over a prolonged period, Serco, employee(s) and (where involved) the ANMF, together must review the employees' workloads, and discuss potential strategies to manage the impact on the employee or group of employees.

11 Shiftwork

- 11.1 Shiftwork refers to rostered hours falling outside the span of hours of a day worker as defined in subclause 10.3.

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 20 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 subclause 10.3. 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:
 - a) one thirty-minute unpaid meal break; and
 - 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.
- 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.
- 13.9 Permanent Employees who are stood down on leave without pay at Serco's direction for a period which includes a public holiday they would otherwise have been entitled to be paid for under this Agreement, will still receive payment for that public holiday.

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, or 8 by mutual agreement in writing, 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, or 8 by mutual agreement in writing, 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, or 8 by mutual agreement in writing, starting at the conclusion of the overtime worked.
- 16.11 Where an Employee does not take a break of at least 10 consecutive hours, or 8 by mutual agreement in writing, 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, or 8 by mutual agreement in writing, 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 subclause 16.11 applies.

17 Leave

Annual leave

- 17.1 Full-time employees and, subject to subclause 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 subclause 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.
- 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.

- 17.6 Annual leave should be taken promptly after the entitlement accrues. An employee will be considered to have an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave. If an employee has an excessive leave accrual, Serco or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 17.7 If Serco has genuinely tried to reach agreement with an employee under subclause 17.6 but agreement is not reached (including because the employee refuses to confer), Serco may direct the employee in writing to take one or more periods of paid annual leave. However, a direction by Serco under subclause 17.6:
- a) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks when any other paid annual leave arrangements are taken into account; and
 - b) must not require the employee to take any period of paid annual leave of less than one week; and
 - c) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - d) must not be inconsistent with any leave arrangement agreed by Serco and employee.
- 17.8 An employee must take paid annual leave in accordance with a direction under subclause 17.6 that is in effect.
- 17.9 An employee to whom a direction has been given under subclause 17.6 may request to take a period of paid annual leave as if the direction had not been given.
- 17.10 Serco will provide a response to all annual leave requests formally submitted by Employees in no longer than 21 days of receiving the application. This may be extended if mutually agreed with an Employee.

Cashing Out Annual Leave

- 17.11 An Employee may request Serco to pay out an amount 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

- 17.12 Full-time employees are entitled to 10 days of paid personal leave (sick/carer's leave) for each completed year of service.
- 17.13 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.

- 17.14 In this Agreement, personal leave has the same meaning as that contained in the Act.
- 17.15 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.
- 17.16 The Employee must notify Serco of any absence due to illness, injury or carer's responsibilities as soon as reasonably practicable. 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.
- 17.17 Evidence to support personal leave absences of up to two consecutive days is not required to be provided to Serco, unless any part of the absence immediately precedes or follows on from a Saturday/Sunday (with respect to a Monday-Friday employee only), Rostered Day Off or Public Holiday. This provision will not apply to any employee who is subject to any disciplinary or performance related process or outcome.
- 17.18 Any continuous absence of more than 2 days must be supported by providing a medical certificate.
- 17.19 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.
- 17.20 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

- 17.21 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.
- 17.22 The Employee is required to provide Serco with reasonable notice and proof of requirement to attend for jury service.

Ceremonial Leave and NAIDOC Week

- 17.23 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.
- 17.24 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

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

Domestic and Family Violence Leave

- 17.26 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.
- 17.27 Casual Employees are entitled to domestic and family violence leave on the basis of paid release from a rostered shift.
- 17.28 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.
- 17.29 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

- 17.30 Employees are entitled to unpaid parental leave in accordance with the NES.
- 17.31 Employees are entitled to paid parental leave and related entitlements in accordance with Serco's paid parental leave policy.

Long Service Leave

- 17.32 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

- 17.33 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

- 17.34 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.
- 17.35 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.
- 17.36 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.

Defence Reservist Leave

- 17.37 Employees who are Reservists in the ADF will be granted 20 working days of Defence Leave per financial year to attend training.
- 17.38 To enable Employees to be released to render service, Employees must provide a Training Notice from their units.
- 17.39 When the Employee has been granted Defence Reservist Leave, the Company will pay the shortfall (if any) between the Employee's normal salary and the amount paid by Defence up to 20 days, subject to the necessary documentation being provided.
- 17.40 To allow the Company to make staffing arrangements to enable an Employee to be released on Defence Reservist Leave, Employees must provide at least one month's notice of the requested absence.
- 17.41 In times of high Company activity in supporting the ADF or other customers, it may not be possible for Defence Reservist Leave to be granted at the requested time.

Vaccination leave

- 17.42 Where an employee is required by Serco to receive a vaccination for an Australian government declared pandemic disease, they will be entitled to be paid for one hour at their base rate of pay for the time spent attending to and receiving the vaccination, unless this occurs during rostered hours.
- 17.43 Where an Employee has an adverse reaction to receiving a vaccination for an Australian government declared pandemic, they will be entitled to one day of vaccination leave at their base rate of pay for each dose of the vaccination they receive.

18 Stand Down

- 18.1 Where part or all of the health facility temporarily closes or experiences periods of low activity (including but not limited to an 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 subclause 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. Full time Employees engaged as Nurse Practitioners will be entitled to 5 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.
- 19.8 Serco will not decline requests for professional development leave made with 30 days or greater notice unless there are exceptional operational circumstances which prevent it.

Mandatory Training and Education

- 19.9 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.
- 19.10 Where an Employee attends compulsory training on site as per subclause 19.9 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.
- 19.11 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.
- 19.12 Attendance at any training course other than those referred to in subclause 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 subclause 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 21.8, 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:
- the whole of the absence is not authorised or explained; or
 - 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:
- attempt to contact the Employee at the personal email, postal address or phone number on their personnel file;
 - 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
 - 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 subclauses 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.

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 subclause 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 (e.g. a statutory declaration). Otherwise, the additional days will be treated as unpaid leave.

23 Delegates Rights

23.1 Clause 23 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, Serco is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 23.

23.2 In clause 23:

- a) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- b) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

23.3 Before exercising entitlements under clause 23, a workplace delegate must give Serco written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Serco with evidence that would satisfy a reasonable person of their appointment or election.

23.4 An employee who ceases to be a workplace delegate must give written notice to Serco within 14 days.

23.5 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- a) consultation about major workplace change;
- b) consultation about changes to rosters or hours of work;

- c) resolution of disputes;
 - d) disciplinary processes;
 - e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - f) any process or procedure within an award, enterprise agreement or policy of Serco under which eligible employees are entitled to be represented and which concerns their industrial interests.
- 23.6 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under subclause 23.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 23.7 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
- 23.8 Serco must provide a workplace delegate with access to or use of the following workplace facilities:
- a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - b) a physical or electronic noticeboard;
 - c) electronic means of communication ordinarily used in the workplace by Serco to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - c) a lockable filing cabinet or other secure document storage area; and
 - d) office facilities and equipment including printers, scanners and photocopiers.
- 23.9 Serco is not required to provide access to or use of a workplace facility under subclause 23.8 if:
- a) the workplace does not have the facility;
 - b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - c) Serco does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
- 23.10 Serco must provide a workplace delegate with access to up to 5 days of paid time during normal working each year to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
- a) In each year commencing 1 July, Serco is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
 - b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
 - c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- d) The workplace delegate must give Serco not less than 5 weeks' notice (unless Serco and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e) If requested by Serco, the workplace delegate must provide Serco with an outline of the training content.
- f) Serco must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g) The workplace delegate must, within 7 days after the day on which the training ends, provide Serco with evidence that would satisfy a reasonable person of their attendance at the training.

23.11 A workplace delegate's entitlements under clause 23 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- a) comply with their duties and obligations as an employee;
- b) comply with the reasonable policies and procedures of Serco, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- c) not hinder, obstruct or prevent the normal performance of work; and
- d) not hinder, obstruct, or prevent eligible employees exercising their rights to freedom of association.

23.12 Clause 23 does not require Serco to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

23.13 Clause 23 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

23.14 NOTE: Under section 350A of the Act, Serco must not:

- a) unreasonably fail or refuse to deal with a workplace delegate; or
- b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c) unreasonably hinder, obstruct, or prevent the exercise of the rights of a workplace delegate under the Act or clause 23.

24 Employee travel

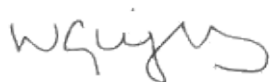
24.1 Any time spent by a permanent Employee travelling to a work site which is not their contracted place(s) of work, at the direction of Serco, will be paid for the time reasonably spent travelling to that location at their base rate of pay.

25 End of Contract

25.1 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 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 notice will include the details of any comparable alternative employment within Serco.
- 25.2 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.
- 25.3 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).
- 25.4 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.

Signed on behalf of the Employer



Will Quigley

Chief People Officer

Serco Australia Pty Ltd

(ABN 44 003 677 352)

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

Date: April 2025

Signed on behalf of Employees



Annie Butler

Federal Secretary

Australian Nursing and Midwifery Federation

Level 1, 365 Queen Street, Melbourne, VICTORIA 3000

Date: 10 April 2025

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 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

	2025	2026	2027	2028
		3.25%	3.25%	3.25%
Enrolled Nurse with Notation	\$36.11	\$37.29	\$38.50	\$39.75
Enrolled Nurse	\$39.55	\$40.84	\$42.16	\$43.54
Registered Nurse Level 1	\$53.61	\$55.35	\$57.15	\$59.01
Registered Nurse Level 2 / RN Level 1 (Bench)	\$58.56	\$60.46	\$62.42	\$64.45
Nurse Practitioner	\$73.77	\$76.17	\$78.64	\$81.20

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. MATRS
11. Puckapunyal Health Centre
12. Richmond Health Centre
13. Robertson Health Centre
14. Simpson Barracks Health Centre
15. Wagga Health Centre