



DECISION

Fair Work Act 2009

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

Serco Australia Pty Ltd
(AG2024/883)

SERCO ACACIA PRISON NURSES (ANF) COLLECTIVE WORKPLACE AGREEMENT 2023

Corrections and detentions

COMMISSIONER JOHNS

MELBOURNE, 3 APRIL 2024

Application for approval of the Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2023* (**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 Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant notes that the Agreement lodged contains an error. The footer and clause 1 of the Agreement should end in '2023' instead of '2021'. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[3] The Agreement title on the NERR provided to the employees is 'Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2023' whilst clause 1 of the Agreement title is 'Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2021'. I am satisfied that in all of the circumstances and having regard to the Full Bench decision in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*,¹ this constitutes a minor procedural or technical error for the purpose of s.188(5) of the Act. Further, I am satisfied that the employees covered by the Agreement were not likely to be disadvantaged by the error.

[4] An assessment of the Agreement has identified three clauses that may be inconsistent with the National Employment Standards (**NES**). In particular, the terms relating to:

- a) Clause 26.1: Annual leave (accrual); and
- b) Clause 28: Compassionate leave; and
- c) Clause 27.15: Personal/carer's leave (notice requirements).

¹ [2019] FWCFB 318.

[5] Therefore, employees should give careful consideration to the NES and not assume that the Agreement is the totality of their rights, especially in relation to the subject matters contained in the clauses referred to above.

[6] Noting the NES precedence clause (clause 2.4), to the extent that any clause in the Agreement is inconsistent with the NES, it is not an impediment to the approval of the Agreement.

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

[8] 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) I note that the Agreement covers the organisation.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 April 2024. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2024

ARRANGEMENT

1.	TITLE	3
2.	SCOPE, APPLICATION AND PARTIES BOUND	3
3.	PARTIES	3
4.	PERIOD OF OPERATION	3
5.	NO FURTHER CLAIMS	3
6.	FLEXIBILITY WORK ARRANGEMENTS	4
7.	DEFINITIONS	5
8.	TYPES OF EMPLOYMENT	5
9.	NOTICE OF TERMINATION	6
10.	REDUNDANCY	6
11.	CHANGE OF SERVICE PROVIDER	8
12.	COMPLIANCE WITH LEGISLATION & REGULATIONS	8
13.	EMPLOYEE SEARCH AND INSPECTION	8
14.	JOB CLASSIFICATIONS & MINIMUM SALARIES	9
15.	PAYMENT OF SALARY	14
16.	QUALIFICATION ALLOWANCE	15
17.	ON-CALL ALLOWANCE	16
18.	RETENTION BONUS	16
19.	UNIFORM AND IDENTIFICATION CARD	17
20.	SUPERANNUATION	17
21.	ORDINARY HOURS	17
22.	OVERTIME	18
23.	HIGHER DUTIES	19
24.	SHIFT PENALTIES	19
25.	PUBLIC HOLIDAYS	20
26.	ANNUAL LEAVE	20
27.	PERSONAL / CARERS LEAVE	21
28.	COMPASSIONATE LEAVE	23
29.	NATURAL DISASTER LEAVE	23
30.	PARENTAL LEAVE	24
31.	LONG SERVICE LEAVE	25
33.	JURY SERVICE	28
34.	BLOOD DONOR LEAVE	28
35.	EMERGENCY SERVICES LEAVE	28
36.	SKILLS DEVELOPMENT TRAINING	28
37.	CONSULTATION TERM	29
38.	CEREMONIAL LEAVE	31
39.	FAMILY AND DOMESTIC VIOLENCE LEAVE	31
40.	WORKLOAD	31
41.	DISPUTE RESOLUTION PROCEDURE	31
42.	SIGNATURES OF THE PARTIES	33

1. TITLE

This Agreement will be known as the “Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2021”.

2. SCOPE, APPLICATION AND PARTIES BOUND

- 2.1 Except as mentioned in this clause, this Agreement applies to all persons employed by Serco Australia Pty Ltd at Acacia Prison in Western Australia who are engaged as a nurse in the job classifications set out in this Agreement.
- 2.2 Subject to section 55 of the *Fair Work Act 2009*, this Agreement excludes and wholly replaces any award, whether State or Federal, which may otherwise, but for this clause, apply to employees whose employment falls within the scope and application of this Agreement.
- 2.3 This Agreement replaces the *Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2021*.
- 2.4 The National Employment Standards (NES) apply as a minimum entitlement and have effect subject to any term of this Agreement as permitted by section 55 of the FW Act.
- 2.5 It is the specific intention of the parties to this Agreement that each provision of this Agreement is to be interpreted as not containing prohibited content and that each provision only operates in a manner that would not constitute unlawful content.
- 2.6 This Agreement excludes and does not apply to the following positions.
- a) Senior Executive positions including the Director, Deputy Director and Assistant Directors;
 - b) The Medical Centre Manager,
 - c) Employees covered by the *Serco Acacia Prison General Enterprise Agreement 2022*.

3. PARTIES

- 3.1 The parties to this Agreement are:
- a) Serco **Australia Pty. Ltd (“the Company” or “the Employer”)**;
 - b) Subject to compliance with the requirements of sections 185 and 201(2) of the *Fair Work Act 2009*, the Australian Nursing and Midwifery Federation (ANMF) WA Branch will be covered by this Agreement.
 - c) Employees of the company at Acacia Prison whose employment is within the scope and application of this Agreement.

4. PERIOD OF OPERATION

- 4.1 This Agreement will operate from 7 days after approval by the Fair Work Commission to a nominal expiry date of 30 June 2025.
- 4.2 This Agreement will continue in force until replaced by a new agreement provided that the Agreement may be varied or terminated in accordance with the provisions of the *Fair Work Act 2009*.

5. NO FURTHER CLAIMS

- 5.1 It is agreed by the parties that, except as provided for in this Agreement, up to the nominal expiry date of this Agreement the:
- Employees will not pursue any extra wage claims or changes to conditions of employment.

- This Agreement will cover all matters or claims regarding the employment of the employees; and
- The parties to this Agreement agree not to pursue any further claims against each other in relation to all the items contained in this Agreement for the term of this Agreement.

6. FLEXIBILITY WORK ARRANGEMENTS

- 6.1 An employer and 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 1 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 the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 6.2 The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.3 The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and
 - d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 6.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 The employer or 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 the employer and employee agree in writing — at any time.
- 6.6 Further, the **parties commit to the provisions of section 65 of the FW Act “Request for flexible working arrangements.”**

7. DEFINITIONS

In this Agreement:

“ANMF” or “Union”	Means the Australian Nursing and Midwifery Federation WA Branch
“Company” or “Employer”	Means Serco Australia Pty Ltd
“Consumer Price Index (CPI)”	Means CPI compiled by the Australian Bureau of Statistics for Perth (Capital City) (all groups) from March quarter of the preceding year to the March quarter of the current year.
“Employee”	Means an employee of the company whose job classification is within the scope and application of this Agreement.
“Nurse”	Means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the nursing profession whose name is entered on the division 1 of the register of nurses kept under that Law as a registered nurse and is covered within the Scope and application of this Agreement.
“Ordinary time rate of pay”	Is the annual salary provided for in clause 14.1
Pro rata	Means the proportion of the number of hours an Employee works as a percentage of the full time equivalent for that position.
“Advanced Skill Enrolled Nurse”	Means (ASEN) an Enrolled Nurse appointed as such who is registered under the Health Practitioner Regulation National Law (Western Australia) in the nursing profession whose name is entered on the division 2 of the register of nurses kept under that Law as an enrolled nurse.
NES	Means National Employment Standards
FW Act	Fair Work Act 2009
FWC	Fair Work Commission

8. TYPES OF EMPLOYMENT

- 8.1 Employment may be full time, part time, specified term, or casual.
- 8.2 A full time employee is one who is engaged as such and who works seventy-six (76) ordinary hours per fortnightly pay period. A part time employee is a person engaged for a period less than a full time equivalent.
- 8.3 A specified term employee is an employee who is engaged to work for a specified period of time or for a specified task and such employees will not be eligible to redundancy or notice of termination at the completion of their contract.
- 8.4 At the time of engagement, the employer will advise an employee in writing of their type of employment and number of ordinary hours of work. Any changes to contracted hours of work will only be made by mutual consent and confirmed in writing.
- 8.5 All new employees are subject to a maximum probationary period of 6 months.
- 8.6 **For the purposes of this Agreement, “casual Employee” has the same meaning as in the FW Act.**
- 8.7 A casual Employee will be paid at the Ordinary Base Hourly Rate for their appropriate classification as specified in Clause 14.1 (a) of this Agreement. In addition to this they will receive a casual loading of 25% of the Ordinary Base Hourly Rate for ordinary hours worked.
- 8.8 The relevant casual loading is identified in Clause 8.7 herein and is paid to a casual Employee in lieu of the following clauses of the Agreement, which do not apply. The provisions of this Agreement apply to all casual Employees, except for Clauses: 9 Termination (save and except for the reference in clause 9.1 to notice for casual Employees), 10 Redundancy, 17 Retention Bonus, 25 Annual Leave, 26 Personal Leave, 27 Compassionate Leave, 28 Natural Disaster Leave, 29 Parental Leave, 30 Long Service Leave save and except to the extent that a casual employee is entitled to Long Service Leave pursuant to the Western

Australian Long Service Act (1958), 31 Witness Service, 32 July Service, 33 Blood Donor Leave, 34 Emergency Services Leave, 37 Ceremonial Leave. However, this is not intended to affect any entitlements casual Employees may have under the FW Act.

8.9 A casual Employee will be engaged for a minimum of two (2) hours.

8.10 A casual Employee will have the right to convert to either full-time or part-time employment in accordance with the NES.

9. NOTICE OF TERMINATION

9.1 The employee and employer are required to provide a minimum four weeks' notice of termination of employment except in the case of casual Employees who are only required to provide or be provided with one hours' notice. The employer may elect to pay this notice in lieu and not require the employee to work out the notice period.

9.2 Following an investigation if it is determined that an employee has committed an act of serious misconduct then no notice is required.

9.3 In addition to the notice period required to be given the employer, employees over the age of 45 years and with not less than two years' continuous service at the time of giving notice, will be entitled to receive an additional week's notice.

9.4 If an employee fails to give the required period of notice, the company has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice that should have been worked.

9.5 Where an employer has given notice of termination to the employee, the employee will be allowed up to one days leave without loss of pay for the purpose of seeking other employment. The time off will be taken at a time that is convenient to the employee after consultation with the employer.

9.6 An employee who resigns, or who has his/her employment terminated, must return their identification card before leaving the workplace on his/her last day of work, and all items of uniform issued within 48 hours. Any final termination payment due will not be paid until the employee has returned their uniform and identification card.

10. REDUNDANCY

10.1 Where the employer has made a definite decision that it no longer wishes to continue the position an employee currently holds, and this is not due to the ordinary and customary turnover of labor and that decision may lead to the termination of employment, the employer will hold discussions with the employee(s) directly affected and a representative of their choice.

10.2 The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph one hereof, and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

10.3 For the purposes of the discussion the employer will, as soon as practicable, provide in writing to the employees concerned and their representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number, and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. The employer will not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

10.4 Redundancy Pay

In addition to the period of notice provided in clause 9, an employee who has been made redundant from their position and that decision has led to termination of employment, the employee will be eligible to receive the following severance payment:

Period of continuous employment with the Company	Severance Pay (weeks' of ordinary time pay)
Less than 1 year	nil
1 year and less than 2 years	8 weeks
2 years and less than 3 years	9 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	11 weeks
5 years and less than 6 years	12 weeks
6 years and less than 7 years	13 weeks
7 years and less than 8 years	14 weeks
8 years and less than 9 years	15 weeks
9 years and less than 10 years	16 weeks
10 years and over	20 weeks

“Week’s pay” means the ordinary time rate of pay for the employee concerned. Provided that such rate will exclude:

- Overtime.
- penalty rates.
- disability allowances.
- shift allowances.
- special rates.
- fares and travelling time allowances.
- bonuses; and
- Any other ancillary payments of a like nature.

10.5 Employee Leaving During Notice

An employee whose employment is terminated for reasons of his/her position being made redundant due to organisational change, may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and conditions under this clause had he/she remained with the employer until the expiry of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.

10.6 Job search entitlement

During the period of notice of termination given by the employer, an employee will be allowed up to eight hours’ time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient. The job search entitlements under this sub-clause apply in lieu of the provisions within paragraph one.

10.7 Employees with Less than One Year’s Service

This clause will not apply to employees with less than one year’s continuous service and the general obligation on the employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

10.8 Employees Exempted

This clause will not apply where employment is terminated because of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

11. CHANGE OF SERVICE PROVIDER

11.1 In the event that the **company's contract is terminated by the Western Australian Department of Corrective Services**, or the contract is not renewed, or the business is otherwise moved from the company to another **employer, ("other employer") then the** following arrangements will apply:

- a) where an employee accepts employment with the other employer, and the other employer recognises the **employee's period of employment with the company as the employee's service for the purpose of** calculating long service leave and redundancy; or
- b) where an employee rejects a reasonable offer of employment with the other employer which contains terms and conditions that are no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the company; and which **recognises the employee's period of employment with the company as service for the purpose of** calculating long service leave and redundancy.

then the Company will not be under any obligation to make any redundancy payment to the employee upon termination of his/her employment with the Company.

12. COMPLIANCE WITH LEGISLATION & REGULATIONS

12.1 Employees are subject to the provisions of any statute law applying to correctional employees in Western Australia and the regulations made there under, as amended from time to time.

12.2 An employee must notify the company immediately in writing, if they are charged or convicted of any offence (other than a minor traffic offence) under state or federal legislation.

12.3 All employees are subject to the conditions of the Acacia Prison Employee Code of Conduct as amended from time to time.

12.4 Should an employee be charged with an offence laid because of a complaint from a person in custody, the company must pay all reasonable costs relating to the defence of the charge(s) for that employee provided the employee was following directions, or in the absence of any directions of the company, acted in accordance with the Acacia Prison policies and procedures.

12.5 If the employee is found guilty of the charge or charges, the employee will not have to reimburse the company for the costs of the defence unless the company can substantiate through the disciplinary process that the employee was acting outside of directions, or in the absence of any directions of the company, acted outside of Acacia Prison policies and procedures.

13. EMPLOYEE SEARCH AND INSPECTION

13.1 Each employee agrees to permit the company, by its authorised representatives, to search physically or otherwise, the person of the employee, bags, cases, clothing, and any other personal effects of the employee at the workplace including the prison environment.

13.2 The employer may conduct at its own expense, general medical, physical, drug screening and psychological examinations of an employee or prospective employee where there is reason to believe that the employee is affected by drugs or alcohol, or that the employee is not fit to carry out his/her duties. The employee must agree to submit to such assessments which must be conducted during their normal working hours.

13.3 The employer may only share the details of any medical examination with the relevant SMT member, the Director of Serco, the Deputy Director of Serco, and the employer's insurers.

13.4 Employees will be entitled to receive copies of any documentation from such medical examinations.

14. JOB CLASSIFICATIONS & MINIMUM SALARIES

14.1 The Annual Salaries set out in the Classification Table 14.1 (a) below hereof represents an increase to the minimum annual salaries payable from the first full pay period to commence on or after date of Operation of this Agreement.

(a) Job Classification & Minimum Salary Table

Job Classification	3%	4%	4%
Role	1/07/2022	1/07/2023	1/07/2024
Advanced Skills Enrolled Nurse	\$74,413.28	\$77,389.81	\$80,485.40
Registered Nurse – Level 1.6	\$86,847.01	\$90,320.90	\$93,933.73
Registered Nurse – Level 1.7	\$90,465.63	\$94,084.26	\$97,847.63
Registered Nurse – Level 1.8	\$94,235.03	\$98,004.43	\$101,924.61
Clinical Nurse - Level 2.1	\$97,149.53	\$101,035.51	\$105,076.93
Clinical Nurse - Level 2.2	\$99,132.16	\$103,097.45	\$107,221.35
Clinical Nurse - Level 2.3	\$101,155.27	\$105,201.48	\$109,409.54
Clinical Nurse - Level 2.4	\$103,219.67	\$107,348.45	\$111,642.39
Senior Registered Nurses- Level 1	\$116,513.82	\$121,174.37	\$126,021.34
Senior Registered Nurses - Level 2	\$120,216.55	\$125,025.22	\$130,026.22
Senior Registered Nurses - Level 3	\$124,036.93	\$128,998.40	\$134,158.34
Senior Registered Nurses - Level 4	\$127,981.56	\$133,100.82	\$138,424.85
Senior Registered Nurses - Level 5	\$132,052.70	\$137,334.80	\$142,828.19
Senior Registered Nurses - Level 6	\$140,362.50	\$145,977.00	\$151,816.08
Senior Registered Nurses - Level 7	\$149,201.60	\$155,169.66	\$161,376.45
Senior Registered Nurses - Level 8	\$158,599.93	\$164,943.92	\$171,541.68
Senior Registered Nurses - Level 9	\$167,533.34	\$174,234.68	\$181,204.06

14.2 Casual employees will be eligible to receive the penalty rates prescribed in sub-clause 23.1 which will be calculated on their ordinary base hourly rate plus the 25% casual loading. Casuals will receive a penalty loading of 175% for public holidays which includes the 25% casual loading.

14.3 Definitions

Appointment of employees into classifications below will be by appointment subject to a vacancy, and merit selection in accordance with Serco selection processes.

Provided that for an RN and CN Classifications, an employee will progress from the commencing level to the next level on each anniversary of employment date.

Advanced Enrolled Nurse

Means an employee who is registered by the Nursing and Midwifery Board of Australia as an Enrolled Nurse who has a minimum of three years post graduate experience and is required to perform with direction and supervision provided by the Registered Nurse in the stream of clinical management, research and staff development delegated by the team leader / medical manager that will include elements of, but not confined to the following:

- i. Practice within a professional and ethical nursing framework, ensuring accordance with legislation affecting nursing practice and health care.

- ii. Ensure health records contain sufficient information, both verbal and written to allow ongoing professional management of the patient.
- iii. Provide comprehensive health assessments and plan of care for patients.
- iv. Comply with all policies, codes, procedures, and legislation applicable at Acacia Prison
- v. Maintain and accept responsibility for own standards of nursing practice and work within the Nurses and **Midwifery Boards' Decision**-Making Framework and Code of Ethics and standards of Practice.

Registered Nurses (RN)

Means an employee who is required to perform general nursing duties, where there is access to a higher level of clinical expertise that include, but are not confined to:

- i. Delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting.
- ii. Coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting.
- iii. Providing support, education, counselling, and group work services oriented towards the promotion of health status improvement of patients and clients within the practice setting.
- iv. Accepting accountability for the employee's own standards of nursing care and service delivery and professional development.
- v. Participating in research, quality improvement and policy development within the practice setting; and
- vi. Being responsible where applicable for the clinical supervision of enrolled nurses.

Clinical Nurse

Means a Registered Nurse who is appointed at this level and is required to perform in the stream of clinical, management, research, or staff development duties delegated by a Clinical Nurse Manager that will include elements of, but not be confined to, the following:

- i. Delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice setting.
- ii. Providing support, direction, orientation, and education.
- iii. Being responsible for planning and coordinating services relating to a particular group of clients, patients, or staff in the practice setting.
- iv. Acting as a role model in the provision of holistic care to patients or clients in the practice setting.
- v. Assisting in the management of research projects and participating in quality improvement programs and policy development within the practice setting.
- vi. Managing a specific portfolio as designated by the Clinical Nurse Manager.
- vii. Being responsible for education and training in relation to clinical practices.
- viii. Being responsible for the clinical supervision of nurses at Level 1 and/or enrolled nurses. and

- ix. **Accepting accountability for the employee's own standards of nursing care and service delivery and professional development.**

All Senior Registered Nurses (SRN)

Means an employee who is registered by the Nursing and Midwifery Board of Australia as a Registered Nurse or Midwife, who holds a current practicing certificate and any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

Senior Registered Nurse (SRN) Level 1

An employee selected at SRN Level 1 can be appointed to a position containing clinical, management, research, or teaching emphases within the scope of the role.

The duties shall include, but not be limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 1:

- i. Providing leadership and role modelling within the emphases and scope of the role.
- ii. Providing a clinical/professional consultancy or direct care to select or broad groups of clients within a practice setting,
- iii. Promoting, developing, and implementing standards and/or policies within quality/research environment.
- iv. Recruiting, selecting and/or orientating nursing staff.
- v. Assessing, planning, implementing, and evaluating clinical, management, research, or education programs/interventions relevant to role/client base.
- vi. Managing human and material resources within a practice setting/area of specific control; and
- vii. Developing and co-ordinating nursing and/or multi-disciplinary service and/or practice teams

Senior Registered Nurse (SRN) Level 2

An employee selected at SRN Level 2 will be responsible for all the tasks outlined in SRN Level 1 as well as the responsibilities outlined in SRN Level 2.

SRN Level 2 duties will include, but not be limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 2:

- i. Patient care provision in a typical ward, unit and/or geographic team. A typical ward, unit or geographic team will generally involve the care of up to 35 beds and/or up to approximately 40 FTE nursing staff in a facility offering a full range of secondary services; and
- ii. Provision of ward, unit, or geographic team's staff development and/or education support programs.

Senior Registered Nurse (SRN) Level 3

An employee selected at SRN Level 3 will be responsible for all the tasks outlined in SRN Level 1, as well as the responsibilities outlined in SRN Level 3.

SRN Level 3 will be responsible for an expanded professional practice role, which may include, but is not limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 3:

- i. Providing leadership and role modelling within the emphases and scope of the role.
- ii. Providing a clinical/professional consultancy or direct care to select or broad groups of clients within a practice setting,
- iii. Promoting, developing, and implementing standards and/or policies within quality/research environment.
- iv. Recruiting, selecting and/or orientating nursing staff.
- v. Assessment, planning, implementing, and evaluating clinical, management, research, or education programs/interventions relevant to role/client base.
- vi. Managing human and material resources within a practice setting/area of specific control.
- vii. Developing and co-ordinating nursing and/or multi-disciplinary service and/or practice teams.
- viii. A multi-disciplinary role as team leader/co-ordinator of health professionals.
- ix. Clinical/professional responsibility for a multi-disciplinary ward, unit, district, or region providing complex or tertiary level services.
- x. An expanded role of clinical practice and/or management/leadership control; and
- xi. Use of advanced problem-solving strategies that influence, manage and co-ordinate patient care over and above the problem-solving skills required at SRN Level 3.

Senior Registered Nurse (SRN) Level 4

An employee selected at SRN Level 4 will be responsible for all the tasks outlined in SRN Level 1, as well as the responsibilities outlined in SRN Level 4.

SRN Level 4 will be responsible for an expanded clinical practice role, which may include, but is not limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 4:

- i. Knowledge within a specialised area of practice that influences the practice of nursing both within and external to the relevant health care facility, district, or region.
- ii. Being a resource for other RN Level 1 and 2 and SRN Levels 1, 2 and 3 and other professional staff particularly as adviser, mentor, and technical expert within and external to the relevant health care facility, district, or region; and
- iii. Producing changes to practice in the ward, unit, geographic team or beyond, because of individual interventions or advice.

Senior Registered Nurse (SRN) Level 5

An employee selected at SRN Level 5 can be appointed to a position containing clinical, management, research, or teaching emphases within the scope of the role.

The duties shall include, but are not limited to, the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 5:

- i. Providing effective leadership, co-ordination, integration, and management of any area of responsibility.
- ii. Providing nursing leadership and monitoring standards of patientcare.
- iii. Co-ordinating and promoting nursing and nursing service initiatives.
- iv. Developing and implementing standards and/or policies to create a quality assured environment.
- v. Recruiting, selecting, and orientating registered nurses at all levels and other staff.
- vi. Managing human and material resources within an area of specific control.
- vii. Representing nursing and its goals positively and effectively both within and external to the relevant health care facility, district, or region; and
- viii. Advising on clinical/management strategies to accommodate nursing resource and nursing service requirements, both within and external to the relevant health care facility, district, or region.

Senior Registered Nurse (SRN) Level 6

An employee selected at SRN Level 6 can be appointed to a position containing clinical, management, research, or teaching emphases within the scope of the role. Roles within this classification are generally conducted in a Primary Health Care Facility or Multi-Purpose Service.

The duties shall include, but are not limited to, the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 6:

- i. Providing clinical consultancy to the Executive of the health care facility, district, or region.
- ii. Being accountable to the Executive for the development and evaluation of nursing policy and other policies relevant to an area of specific control within the health care facility, district, or region.
- iii. Generally contributing to the development of the health care facility, district, **or region's policies.**
- iv. Being accountable for the standard of nursing care and for the coordination of the nursing services and other multidisciplinary teams within an area of specified control at a health care facility, district, or region.
- v. Providing leadership, direction and management of the nursing division and any other areas of responsibility of the health unit in accordance with policies, philosophies, objectives, and goals established through consultation with staff and in accordance with the directions of the health care facility, district, or region.
- vi. Managing human and material resources for the nursing division and any other areas of responsibility.
- vii. Monitoring internal and external environment and influences to ensure that nursing services and services within any other areas of responsibility can meet the changing needs of clients or patients through strategic planning; and
- viii. Ensuring compliance with legal requirements governing the health care facility, district, or region.

Senior Registered Nurse (SRN) Level 7

An employee selected at SRN Level 7 can be appointed to a position containing clinical, management, research, or teaching emphases within the scope of the role.

The duties shall include, but are not limited to, the criteria outlined in SRN Level 6. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 7.
The SRNs in this level will generally work as:

- i. Coordinators in rural facilities,
- ii. Staff development coordinators in community settings, hospital settings or rural regional health services; and
- iii. Directors of Nursing or Health Service Managers responsible for service delivery units, which provide a broader range of services than those service delivery units for which a SRN Level 6 is responsible.

Senior Registered Nurse (SRN) Level 8 and 9

An employee selected at SRN Level 8 and 9 can be appointed to a position containing clinical, management, research, **or teaching emphases within the scope of the role. Whether the SRN's position is a Level 8, or 9 position** will largely depend on the type of health care facility, district, or region in which the SRN works. The duties shall include, but are not limited to, the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN at Level 8 or 9 and the setting in which they practice. Directing the activities of the nursing and other services **under the SRN's area of responsibility consistent with** corporate objectives and provides effective leadership, coordination, integration, and direction for management of the human, financial and material resources to achieve these objectives.

- i. Providing nursing leadership and monitoring standards of nursing care to patients.
- ii. Providing the principal nurse advisory role to the Executive of the relevant health care facility, district, or region.
- iii. Being accountable for the development and evaluation of nursing policy and practice, the standards of nursing care and for the co-ordination of the nursing and other services under the SRN's area responsibility for the health care facility, district, or region.
- iv. Contributing to the development of the health care facility, district or region's policy and clinical service development.
- v. **Providing leadership, direction and management of the nursing division and other services under the SRN's** area of responsibility for the health care facility, district, or region in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the health care facility, district or region.
- vi. Managing human and material resources for the nursing and other services under the SRN's area of responsibility for the health care facility, district, or region.
- vii. Monitoring the internal and external environment and influences to ensure that nursing services and other services under the SRN's area of responsibility can meet the changing needs of clients / patients through strategic planning.
- viii. Ensuring compliance with legal requirements governing the health care facility, district, or region.

15. PAYMENT OF SALARY

- 15.1 Salaries are paid on a fortnightly basis within four days after the completion of the fortnightly pay cycle, in arrears, by way of electronic funds transfer into a bank account (s) nominated by the employee.
- 15.2 If the Employee identifies an underpayment of their salary and this underpayment is accepted by the company, then the underpayment will be paid within three (3) working days of acceptance of the identified underpayment.

- 15.3 The company shall compensate an Employee for costs resulting directly from an underpayment referred to in 15.2 above, where the Employee proves that the costs resulted directly from the underpayment.
- 15.4 Where an underpayment of overtime has been identified and accepted by the employer the error will be rectified as soon as practicable but no later than in the pay immediately following the date the error occurred.
- 15.5 In the event of an overpayment being identified and accepted by the employee, the employee must pay that overpayment back to Serco Australia Pty Ltd at a rate agreed between the parties but no less than 10% of the overpayment or \$100 per fortnight, whichever is the lesser. Should the employee dispute the alleged overpayment, then the Dispute Resolution Clause will apply.

16. QUALIFICATION ALLOWANCE

- 16.1 A qualification allowance is payable to full time, part time and casual Registered Nurses, who hold a qualification, as defined below, from 1 July 2007 or from such later date at which the employee acquires the relevant qualification, that is relevant to the **employee's current practice or position or role**.

16.2 Quantum of Allowance

Full Time Employee	Effective from date of Operation of this Agreement.
Level One	\$3,595.68
Level Two	\$4,620.90
Level Three	\$5,647.26

This allowance will increase by wage or CPI whichever is greater, on an annual basis.

- 16.3 The allowances prescribed in subclause (2) of this clause will be paid to part time employees fortnightly as a pro rata amount of the above Full time Employee Per annum rate, calculated according to hours worked and paid fortnightly.
- 16.4 Employees are required to provide evidence of APHRA registration and Personal Indemnity Insurance on an annual basis, or as required by his/her manager. The Company may suspend payment of this allowance until such evidence is provided to management.
- 16.5 The qualifications that will attract this allowance are as follows:

(a) Level 1

- i. Hospital based postgraduate qualification of one years' (or two academic semesters) duration, or the renal dialysis certificate.
- ii. Hospital based postgraduate qualification of six (6) months duration, which have subsequently been replaced by qualifications **involving one years' (or two academic semesters)** duration, will be included if at the time an employee undertook the course, a six (6) month postgraduate qualification was all that was available and that the Chief Nursing Officer deems equivalent to a one-year duration qualification.

(b) Level 2

Postgraduate qualifications awarded by a recognised university, which must have been taken over a period of at least two semesters.

Includes those Registered Mental Health Nurses who also hold a general nursing qualification (irrespective of the order in which the qualifications were obtained) who are working in an area where the qualification is applicable to their current area of practice.

(c) Level 3

Recognised Masters, **or PhD qualifications, which are relevant to the employee's area of nursing practice or position or role.**

- 16.6 Unless specifically provided for in this clause, conversion degrees and non-tertiary postgraduate qualifications do not attract the allowance.
- 16.7 Where an employee would be entitled to more than one of the allowances set out above, only the highest allowance will be payable.
- 16.8 The allowance will continue to be paid during all periods of paid leave.
- 16.9 Disputes about whether a qualification attracts the qualification allowance set out in this clause will be dealt in accordance with the Dispute Resolution procedure set out in this Agreement.

17 ON-CALL ALLOWANCE

- 17.1 An on-call allowance is payable to an employee, who is part of the Senior Nursing Team and who are required by the employer to be on-call at their private residence, or at any other mutually agreed place.
- 17.2 Senior Nurses will cover the on-call roster on a rotational basis.
- 17.3 A payment of \$210.55 (before tax) will be paid for each week the Senior Nurse completes the on-call roster.
- 17.4 The on-call allowance will come into effect upon approval by the Fair Work Commission and increase by 4% on 1 July 2023 and 4% on 1 July 2024, in line with annual wage increases for the life of this Agreement.

18. RETENTION BONUS

- 18.1 In recognition of service, a retention bonus will be available from the first pay period after the date of registration and thereafter for the life of this Agreement, to employees who have been continuously employed for not less than 13 months by the Employer.
- 18.2 This allowance will increase by CPI increases on an annual basis.
- 18.3 Quantum of Allowance

Length of Service	Fortnightly rate effective after the date of Operation of this Agreement
13 Months to 24 Months Service Inclusive	\$14.57
25 Months to 48 Months Service Inclusive	\$29.14
49 Months to 72 Months Service Inclusive	\$47.69
73 Months to 120 Months Service Inclusive	\$63.57
121 Months or more service	\$79.46

19. UNIFORM AND IDENTIFICATION CARD

- 19.1 Acacia Prison will provide an employee, with a uniform, protective clothing and equipment and identification card on commencement of employment.
- 19.2 An employee agrees that he/she will wear their uniform and identification card, at all times while on duty. The uniform and identification card remain the property of the company, at all times. Employees are responsible, at all times for the security and safe custody of their uniforms and identification cards. For security reasons, loss, or damage to the uniform and/or identification card must be reported immediately to the company.

20. SUPERANNUATION

- 20.1 The Company will make contributions to an eligible superannuation fund (complying fund) on behalf of employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth). If an employee does not exercise his/her right to choose a superannuation fund or if he/she fails to do so within 3 months, the Company will make contributions on his/her behalf to the default fund. To be an eligible superannuation fund, the fund chosen must be MySuper authorised.

20.2 Salary Packaging

- (a) An Employee may, by written agreement with the Employer, salary package for the purposes of superannuation only.
- (b) Salary packaging will operate at no cost to the Employer. Should there be an increase in the cost of the salary packaging provided under this clause, inclusive of changes to fringe benefit or other tax liability, such an increase in costs will be passed on to the Employee.
- (c) The Employer may cancel salary packaging arrangements if they are no longer cost neutral to the Employer by giving at least four weeks' notice in writing to the Employee, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- (d) The Employee may terminate his or her salary packaging arrangement by giving four weeks' notice in writing.
- (e) The cancellation of salary packaging does not cancel or otherwise affect the operation of this Agreement.
- (f) An Employee who has entered a salary packaging arrangement will revert to their normal salary from the effective date of terminating the arrangement.
- (g) Employer superannuation contributions payable in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) are to be paid at a rate calculated by reference to a rate not less than the gross rate of salary payable under this Agreement prior to any salary packaging.
- (h) Penalty payments and leave loading payable under this Agreement will be calculated on the Employee's pre-packaged ordinary time rate of pay.

21. ORDINARY HOURS

- 21.1 The ordinary hours of work will be an average of 38 hours per week or an average of 76 hours in a fortnightly pay period.
- 21.2 The ordinary hours of employment will be determined in accordance with a roster. The Manager Medical Services will endeavour to ensure that the roster is developed through consultation with all employees and where the employees so request with the Union, to ensure that a flexible approach is taken when developing

the roster whilst maintaining the operational needs of the Prison. In the event of a dispute regarding the roster then the dispute resolution procedure will be followed. Variations to the roster require a minimum of 24 hours' notice. The roster for one month will be posted a minimum of 14 days prior to coming into operation.

- 21.3 Once the roster has been developed by the Manager Medical Services, the roster will not be changed without prior approval of the Manager or Deputy and in consultation with the nurses.
- 21.4 No employee will be requested to work more than four consecutive 12-hour day shifts or three consecutive 12-hour night shifts unless by mutual agreement between the employee and employer.
- 21.5 Hours will be worked each shift in one continuous shift (that is, there will be no broken or split shifts).
- 21.6 A nurse working twelve (12) hour shifts and employed as of 1 October 2013 will not be required to work ordinary hours in shifts of duration less than 12 hours without the **employee's specific written agreement**.
- 21.7 All employees will be provided with a minimum of:
- 11 hours break between 12-hour shifts.
 - 9.5 hours between all other shifts.
- 21.8 Where this cannot be provided the employee will be eligible to their second shift being paid at overtime rates until an 11- or 9.5-hour break can be provided whichever is applicable. Meals will be provided to nurses during their meal break between the hours of 11:30am to 1:00pm.
- 21.9 Changes to the rostered working of ordinary hours may be agreed between the employer and an individual employee on an ad hoc basis to meet either personal circumstances or operational requirements.
- 21.10 An employee is eligible to an unpaid meal break of 30 minutes each shift for those shifts in excess of 6 hours and will not be counted as time worked. If an emergency occurs (which the nurse must respond to) during a scheduled meal break, the nurse will recommence the meal break as soon as is convenient and the entire break may be taken again. In the event the full meal break is unable to be taken (**at management's direction**), the employee will be provided with a commuted allowance of 30 minutes pay.
- 21.11 A nurse who is rostered to remain on call during his or her meal break and is interrupted during that meal break, will be provided with a commuted allowance of 30 minutes pay.
- 21.12 In addition to the unpaid meal break, three (3) paid refreshment breaks of 10 minutes will be provided by the company during any 12-hour shift and Two (2) refreshment breaks will be provided to employees working a shift which is less than 12 hours. The refreshment breaks will be taken at times convenient to the operation of the Prison and the employee.

22. OVERTIME

- 22.1 For all authorised time worked in excess of 76 hours per fortnight or in excess of the rostered hours for that day or where a 24-hour notice period regarding a change of shift cannot be provided will be paid overtime.
- 22.2 Any overtime worked Monday to Saturday will be paid at the rate of time and a half for the first 3 hours and double time thereafter. Any overtime worked on a Sunday; payment will be made at double time. Overtime worked on a public holiday, payment will be made at double time and a half.
- 22.3 If an employee works overtime on a day in which a penalty rate applies, the employee will be eligible to receive either the overtime rate or the penalty rate, whichever is greater.
- 22.4 No employee will be required to work overtime before or after completing an ordinary 12-hour shift.

22.5 Where an employee is not normally required to work weekends and public holidays under their contract of employment, they will be eligible to receive payment for any work performed on those days as overtime at the rates specified in this clause.

22.6 Where the employee and the employer agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which he/she is entitled. Such time off will be taken at a time or times agreed between the employer and employee. Upon termination, any time in lieu off not taken will be paid out.

23. HIGHER DUTIES

23.1 If an employee is requested to act in the function of Manager Medical Services, then the employee will be eligible to be paid a higher duties allowance equivalent to difference between their current annual salary and the salary of the Manager Medical Services. This allowance is payable on a shift by shift basis.

24. SHIFT PENALTIES

24.1 Shift penalties will be paid for ordinary hours worked according to the following schedule.

(a) Monday to Friday

12 Hour Shift Definitions and Penalties

Title	Definition	Penalty
12 Hour Day Shift	Any shift that commences on or after 6:00am but prior to 9:00am	6:00am to 1:00pm – 0% 1:00pm to 9:00pm – 15%
12 Hour Night Shift	Any shift that starts before midnight and concludes after midnight	6:00pm to 9:00am – 35%

8 Hour Shift Definitions and Penalties

Title	Definition	Penalty
8 Hour Day Shift	Any shift that commences on or after 6:00am but prior to 1:00pm	6:00am to 6:00pm – 0%
8 Hour Afternoon Shift	Any shift that starts on or after 1:00pm and concludes prior to midnight	1:00pm to Midnight – 15%
8 Hour Night Shift	Any shift that starts on or after 6:00pm and concludes after midnight	6:00pm to 6:00am – 35%

(b) Saturday

Saturday Penalties

Title	Definition	Penalty
Any Shift	Any Saturday Shift	Midnight Friday to Midnight Saturday – 50%

(c) Sunday

Sunday Penalties

Title	Definition	Penalty
Any Shift	Any Sunday Shift excluding shifts that start after 6:00am on the following Monday	Midnight Saturday to 7:00am Monday – 75%

(d) Public Holiday

Public Holiday Penalties

Title	Definition	Penalty
Any Shift	Any ordinary hours actually worked on a public holiday	Midnight to Midnight - 50%

25. PUBLIC HOLIDAYS

25.1 For the purposes of this Agreement the following are public holidays (in addition to any other day declared or prescribed a public holiday in the State of Western Australia):

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day, and Boxing Day.

25.2 In the case of Western Australia Day and the Sovereign's Birthday the public holiday will be the day appointed by proclamation published in the Gazette under the *Public and Bank Holidays Act 1972* (WA).

25.3 Where a public holiday prescribed by this Agreement falls on a Saturday or a Sunday, such holiday will be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday, such holiday will be observed on the next succeeding Tuesday.

26. ANNUAL LEAVE

26.1 A full time employee who is required as part of their ordinary roster to work weekends and public holidays (defined as a shift worker for the purposes of additional annual leave under the NES) will be eligible to accrue on a fortnightly basis, 266 hours annual leave per annum. This entitlement includes an additional **two weeks leave for public holidays and an additional one week's leave for continuous shift workers.**

26.2 A full time employee who accrues 266 hours annual leave per annum is not eligible to be paid for any public holidays they do not work. If a full-time employee works on a public holiday and they already receive the maximum annual leave accruals, they will be eligible to receive an additional penalty of 50% for any work performed on a public holiday.

26.3 A part time employee who is rostered to work weekends and public holidays will be eligible to receive the same accrual rate as a full time equivalent on a pro-rata basis to the hours worked.

26.4 A full time employee who under their contract of employment is required to work Monday to Friday and is not required to work public holidays will be eligible to accrue 152 hours annual leave per annum on a fortnightly basis. In this instance, the employee is eligible to payment for all public holidays at their ordinary rate when they do not work. A part time employee working under a Monday to Friday roster will be eligible to accrue the same amount of annual leave hours as a full time equivalent on a pro-rata basis.

26.5 Annual leave will be taken at such times which are convenient to the employee and employer. The employee is required to provide a minimum of four weeks' notice of their intention to take leave however a lesser period may be allowed in exceptional circumstances at the discretion of the Director. All unused annual leave entitlements accumulate from year to year.

26.6 Full Time employees who accrue 266 hours annual leave per year will be eligible to receive annual leave loading of 17.5% on 190 hours of their annual leave. The remaining 76 hours annual leave does not attract leave loading as it is in lieu of public holidays. All other employees who accrue 152 hours annual leave per annum are eligible to payment of annual leave loading on the full amount.

26.7 An employee may elect to cash out up to 50% of their accrued annual leave in any 12-month period which will include the 17.5% loading to their leave where applicable if there will be a minimum of 152 hours remaining.

26.8 Purchased leave

- (a) The provisions specified in this sub-clause are available to all employees.
- (b) To exercise one or more of the options specified in this clause, an employee must make written application in the manner prescribed by the employer.
 - (i) At the request of an employee the employer may agree to an arrangement ("the arrangement") whereby the employee accrues an additional 1-week or 2-**week's** annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the employer.
 - (ii) Unless otherwise agreed between the employee and the employer, an employee who enters an arrangement under this sub-clause does so in blocks of 12 months. Further, it will be assumed that having entered the arrangement, the arrangement will continue from year to year unless the employee otherwise notifies the employer in writing.
 - (iii) For the purposes of this sub-clause and without limiting the meaning of the term: "operational requirements" may include:
 - i. The availability of suitable leave cover, if required.
 - ii. The cost implications.
 - iii. The impact on service requirements; and
 - iv. The impact on the work of other employees.
 - (iv) The portion of the employee's salary to be forfeited will be calculated as a fortnightly amount and their fortnightly salary will be decreased by that amount for the duration of the arrangement.
 - (v) All annual leave taken during the arrangement will be paid at the reduced rate.
 - (vi) The additional annual leave will continue to accrue while the employee is on leave during the arrangement.
 - (vii) The reduced salary will be used for all purposes during the arrangement including calculation of superannuation, penalties, overtime, salary sacrifice and any other allowances, which are salary based.
 - (viii) The additional leave will not attract leave loading.
- (c) It is the responsibility of the employee to investigate the impact of any of the arrangements under this clause on his/her allowances, superannuation and taxation, and the options, if any, available for addressing these.

27. PERSONAL / CARERS LEAVE

- 27.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.
- 27.2 An employee, other than a casual is entitled to paid personal leave:
 - (a) for personal illness or injury (sick leave), or
 - (b) to provide care or support to a member of their immediate family or household who require care and support due to personal illness or injury affecting the member or as a result of an emergency affecting the member (carers leave).

- 27.3 The entitlement to use personal leave for the purpose of carer is subject to the person being either.
- (a) a member of the **employees'** immediate family or
 - (b) a member of the **employee's** household.
- 27.4 **The term 'immediate family' includes:**
- (a) spouse (including a former spouse, a de facto spouse, and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
 - (b) child or an adult child (including an adopted child, a stepchild, or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Sick Leave

- 27.5 Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury. A full-time employee accrues sick leave at the rate of 76 hours per annum on a pro rata fortnightly basis. A part time employee is eligible to accrue sick leave on a pro-rata basis to that of a full-time equivalent.
- 27.6 Unused sick leave will accumulate from year to year. An employee is entitled to use accumulated sick leave until it has been exhausted. Payment for sick leave will be at the rate the employee would have received had the employee not proceeded on sick leave, and the accrued entitlement to sick leave will be reduced by the number of ordinary hours the employee is rostered to work on the day the employee is absent on sick leave.
- 27.7 An employee will not be entitled to paid sick leave if the illness or injury occurs during a period of accrued time off unless the illness is for a period of seven consecutive days or more.
- 27.8 An employee will advise the employer by telephone at the first opportunity of the inability to attend work, the nature of the illness or injury and the estimated duration of the absence.
- 27.9 An employee who is absent for more than two (2) consecutive working days must provide the employer with a certificate from a registered medical practitioner or dentist, or a statutory declaration, to be eligible to paid personal leave for such absences.
- 27.10 An employee who suffers personal ill health or injury whilst on annual leave may be paid sick leave in lieu of annual leave subject to:
- (a) providing a medical certificate substantiating the illness or injury.
 - (b) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by the employer and employee or will be added to the next period of annual leave; or if termination occurs before then, be paid for in accordance with the annual leave provisions of this Agreement.
 - (c) payment for replaced annual leave will be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 25 Annual Leave will be deemed to have been paid with respect to the replaced annual leave.
- 27.11 This clause will not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981* (WA).

Personal **Carer's** Leave

- 27.12 An employee other than a casual is entitled to use any **accrued sick leave entitlement as carer's leave. Except by agreement with the employer, the employee is not entitled to take carer's leave where another person has taken leave to care for the same person.**
- 27.13 Before taking personal **carer's leave, an employee** must, wherever practicable, give the employer notice prior **to the absence of the intention to take carer's leave.**
- 27.14 The notice must include:
- (a) The name of the person requiring care and support and her or his relationship to the employee.
 - (b) The reasons for taking the leave; and
 - (c) The estimated length of absence.
- 27.15 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity on the day of the absence.
- 27.16 Where employees have exhausted all paid sick leave entitlements, they are entitled to 2 days unpaid carers leave for each occasion to care for members of their immediate family or household.
- 27.17 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 27.18 When taking leave to care for members of their immediate family or household who require care due to an emergency, the employees must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
28. COMPASSIONATE LEAVE
- 28.1 An employee will be eligible to up to five days paid compassionate leave for each occasion if a member of **the employee's immediate family, or a member of the employee's household:**
- a. Contracts or develops a personal illness that poses a serious threat to their life; or
 - b. Sustains a personal injury that poses a serious threat to their life; or dies.
- 28.2 The employer may require the employee to provide satisfactory evidence.
- 28.3 Payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and will not be granted in any case where the employee concerned would have been off duty in accordance with their roster, or on long service leave, personal leave, workers compensation, leave without pay or on a public holiday.
29. NATURAL DISASTER LEAVE
- 29.1 If an employee suffers significant damage to or loss of their home or possessions because of a natural disaster, the employee will be granted three (3) days natural disaster leave to address matters that require immediate attention.
- 29.2 An employee may apply to the Director, Acacia Prison to have this leave extended. The Director has sole discretion in whether to extend this leave, taking into consideration the individual circumstances of the **employee's situation.**

29.3 A natural disaster is a major adverse event resulting from natural processes of the Earth; Examples of natural disasters include (but are not limited to) fires, floods, volcanic eruptions, earthquakes, tsunamis, and other geologic processes. Where a catastrophic event of this nature is deemed to have been caused by human actions for which the employee cannot be held accountable – such as bushfires arising from arson or accident – they will be considered natural disasters for the purposes of this clause.

29.4 The employee will regularly contact the Employer whilst on this leave providing specific details as to the absence and the expected duration of the leave.

30. PARENTAL LEAVE

30.1 In addition to the parental leave provisions and conditions contained within the *Fair Work Act 2009* an employee taking maternity leave is eligible to 14 weeks paid maternity leave under the condition that the employee has completed a minimum of 2 years consecutive service. An employee taking paternity leave is eligible to three weeks paid paternity leave under the condition that the employee has completed a minimum of 2 years consecutive service. This provision shall be applicable from the registration of this Agreement.

30.2 **An employee who has completed at least one (1) year, but less than two (2) years' service is eligible to the leave provided for in Clause 29.1 on a pro-rata basis.**

30.3 Paid maternity leave will be paid at the ordinary time rate of pay.

30.4 Right to Request

(a) An employee entitled to parental leave pursuant to the Fair Work Act 2009 may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave provided for up to a maximum of eight weeks.
- (ii) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months.
- (iii) to return from a period of parental leave in their substantive position at the number of shifts per week or fortnight requested by the nurse on either a temporary or permanent basis.

to assist the employee in reconciling work and parental responsibilities.

(b) **The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.** Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) **Employee's request and the employer's decision to be in writing.**

The employee's request and the employer's decision made under sub-clauses 29.4 (a) (ii) and 29.4 (a) (iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under sub-clause 29.4 (a) (ii) and (iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

30.5 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the employer about any significant matter that will **affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.**
- (c) The employee will also notify the employer of changes of address or other contact details which **might affect the employer's capacity to comply with sub-clause 29.5 (a).**

31. LONG SERVICE LEAVE

- 31.1 Long Service leave will be paid or taken in accordance with the provisions of the *Long Service Leave Act 1958* (WA), except as provided hereafter.
- 31.2 Long Service leave will accrue at the rate of 13 weeks after 10 years of continuous service for the first accumulation and 13 weeks after 7 years' service on second and subsequent accumulations.
- 31.3 After the first accumulation period pro rata long service leave can be accessed after 15 years and then 20 years' service.
- 31.4 **Where an employee's employment is terminated or if the employee leaves their employment and has completed at least seven (7) years but less than ten (10) years' service of continuous employment, the amount of long service leave to which the employee is entitled to receive upon termination shall be a proportionate amount on the basis of thirteen (13) weeks for (10) years of such continuous service.**
- 31.5 Where an employee has completed at least seven (7) years but less than ten (10) years' service of continuous employment, at the employee's request, the employer and the employee may agree in writing for the employee cash out their entitlement to this pro rata accrual of long service leave in exchange for payment at the rate which would have applied had the time been worked. The amount of long service leave to which the employee is entitled to receive upon cashing out shall be a proportionate amount on the basis of thirteen (13) weeks for (10) years of such continuous service.
- 31.6 Long service leave may be taken at half pay for double the period accrued or double pay for half the period accrued with the agreement of the employer, and in weekly multiples or as single days with the agreement of the employer.
- 31.7 Continuous Service will be deemed to include:
 - (a) absence of the employee on paid sick leave or on an approved rostered day off.
 - (b) absence of the employee on approved sick leave without pay except that portion of a continuous absence which exceeds three months.
 - (c) absence of the employee on approved leave without pay, other than sick leave without pay but not exceeding two weeks in any qualifying period.

- (d) absence of the employee on National Service or other military training, but only if the difference **between the employees' military pay and his civilian pay is made up, or would, but for the fact that his military pay exceeds his civilian pay, be made up by his employer;**
 - (e) **absence of the employee on workers' compensation for any period not exceeding six months, or for such greater period as the employer may allow.**
 - (f) absence of the employee on long service leave.
 - (g) absence of an employee on approved leave to attend training courses.
- 31.8 **Long service leave will be taken at a time convenient to the employer but not less than thirty days' notice will be given to an employee of the day on which his/her long service leave is to commence, except in cases where the employee and the employer agree to a lesser period of notice, or in other exceptional circumstances.**
- 31.9 Long service leave must be commenced within six months of becoming due unless written permission of the Manager Medical Services is obtained for postponement, but where the postponement sought is for more than twelve months, the approval of the Director must be obtained.
Provided that where an employer and an employee have agreed that the leave period will be taken in more than one portion the final portion of leave must be taken within three years of it becoming due, unless the approval of the employer has been obtained to extend the period.
- 31.10 **Any public holiday occurring during an employee's absence on long service leave will be** deemed to be a portion of the long service leave and extra days in lieu thereof will not be granted.
- 31.11 If an employee who has become entitled to Long Service leave dies before taking that leave, payment in lieu of that leave will be made to that **employee's estate unless the employee leaves a spouse, children, parent or** invalid brother or sister dependent on him in which case such payment will be made to such spouse or other dependent.
- 31.12 Subject to the *Long Service Leave Act 1958* (WA), if the employment of an employee ends before he/she has completed the first or further qualifying periods, payment in lieu of long service leave proportionate to his/her length of service will not be made unless the employee:
- (a) **has completed a total of at least seven years' continuous service and his/her employment has been** ended by his/her employer for reasons other than serious misconduct; or
 - (b) dies after having served continuously for not less than five years before his/her death and leaves a spouse, children, parent or invalid brother or sister dependent on him/her in which case the payment will be made to such spouse or other dependent.
- 31.13 Subject to the provisions of this sub-clause an employee will be paid during long service leave at his/her permanent classified rate of pay.
- (a) Except where otherwise approved by the employer the rate of pay of an employee will be deemed to be the total wage applicable to the classification which, for the purpose of this sub-clause is or is deemed to be his/her permanent classification.
 - (b) If an employee has been employed in one or more positions each of which carries a higher rate than his/her permanent classified rate for a continuous period of twelve months ending not earlier than two weeks before the day on which he/she commences long service leave or is paid pro rata in lieu of leave in accordance with sub-clause 30.12 hereof, the rate which he/she has received for the greatest proportion of that twelve month period will, for the purpose of this clause, be deemed to be his/her permanent classified rate.

- (c) Where an employee has had no permanent designation or rate of wage for the period of twelve months prior to the commencement of his/her leave, the rate of wage applicable to the work he/she performed for the greatest proportion of that twelve-month period will, for the purpose of this sub-clause, be deemed to be his/her permanent classified rate.
 - (d) If any variation occurs in the rate of wage applicable to an employee during any period when he/she **is on long service leave, the employee's pay while he/she is on leave will be varied accordingly and**, if the employee has been paid in full for the leave before its commencement payment will be adjusted as soon as practicable after the employee resumes work.
- 31.14 A part time employee will be paid the proportion of the amount specified in sub-clause 30.13 hereof that his/her ordinary hours bear to the ordinary hours of a full-time employee in the same classification.
- (a) if the hours of a part time employee have varied, he/she will be paid a rate based on the average number of hours worked over the full qualifying period.
 - (b) a full time employee, who, during a qualifying period has been continuously employed on both full time and part time employment, may elect to take 13 weeks long service leave at a rate determined by the proportion of service on a part time basis to that on a full time basis; or, to take a lesser period than 13 weeks calculated by converting the part time service to equivalent full time service; or to work such additional time as will effectively make up the part time service into full time service so that the employee qualifies for 13 weeks long service leave at the full time rate of pay.
 - (c) a part time employee, who, during the qualifying period has been continuously employed on both part time and full-time employment, will be paid at a rate determined by the proportion of service on a part time basis to that on a full-time basis.
 - (d) the provisions of this sub-clause will not apply with respect to any part time service for which the employee has received additional remuneration to compensate for or in lieu of long service leave.
- 31.15 Where an employee, through personal ill health, is confined to his/her place of residence or a hospital for a continuous period of fourteen days or more during any period of long service leave and such confinement is certified to by a duly qualified medical practitioner, such period will be considered sick leave. The period during long service leave for which paid sick leave has been approved will be given as additional long service at a time convenient to the employee.

32. WITNESS SERVICE

- 32.1 An employee subpoenaed or called, as a witness to give evidence in any proceeding will as soon as practicable notify the employer.
- 32.2 Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee will be granted by the employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but will pay all fees received back to the employer. The employer will provide the employee with a receipt for such payment.
- 32.3 An employee subpoenaed or called as a witness to give evidence in an official capacity will, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the employer.
- 32.4 An employee subpoenaed or called, as a witness on behalf of the State, not in an official capacity will be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but will pay all fees back to the employer. An employee subpoenaed or

called as a witness under any other circumstances will be granted leave of absence without pay except where the employee makes an application to clear accrued annual leave.

33. JURY SERVICE

- 33.1 An employee required to serve on a jury will as soon as practicable after being summoned to serve, notify the employer. An employee required to serve on a jury will be granted by the employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror. An employee granted leave of absence on full pay is not entitled to retain any juror's fees but will pay all fees received back to the employer. The employer will provide the employee with a receipt for such payment.

34. BLOOD DONOR LEAVE

- 34.1 Subject to operational requirements, employees will be entitled to absent themselves from the workplace to donate blood or plasma in accordance with the following general conditions:

- (a) Prior arrangements with the supervisor have been made and at least **two (2) days' notice has been** provided; or
- (b) The Employee is called upon by the Red Cross Blood Centre.

- 34.2 The notification period will be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an Employee's **absence**.

- 34.3 Employees will be required to provide proof of attendance at the Red Cross Blood Centre upon return to work. Employees will be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

35. EMERGENCY SERVICES LEAVE

- 35.1 Subject to operational requirements, paid leave of absence shall be granted by the Employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Australia, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, to allow for attendances at emergencies as declared by the recognized authority.

- 35.2 The Employer shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

- 35.3 The employee must complete a leave of absence form immediately upon return to work.

- 35.4 The application form must be accompanied by a certificate from the emergency organization certifying that the employee was required for the specified period.

- 35.5 An employee, who during an emergency, volunteers their services to an emergency organisation, shall comply with subclauses (2), (3) and (4) of this clause.

36. SKILLS DEVELOPMENT TRAINING

- 36.1 The employer is committed to ensure that all the necessary training and development needs are provided to Nurses employed at Acacia Prison so that the necessary level of care is maintained to Prisoners, that all nurses are kept up to date with changes within their profession and that the services provided are consistent with best practice.

- 36.2 To achieve these objectives, the Manager of Medical Services will work with all nurses on an annual basis to develop a Nurses training and development plan. This plan will be developed through consultation with the nurses to ensure the individual needs of nurses are considered and that every development opportunity is

provided to Nurses. A minimum of 15.2 hours paid professional development leave will be granted to a full-time employee on an annual basis with a pro-rata entitlement for part time nurses, to attend approved and relevant development as part of the training and development plan.

- 36.3 The plan will identify the opportunities during the year which will be made available to nurses. The plan will ensure that the most appropriate and relevant training opportunities are provided and that the use of training funds is allocated efficiently. The training plan will incorporate the days available for professional development and how coverage during those periods will be maintained.
- 36.4 The employee is required to take a proactive involvement in identifying and selecting suitable individual or group training and development opportunities.
- 36.5 This training plan will be developed having regard to the ongoing training obligations of Nurse to maintain their registration and will also include conference attendance and networking opportunities.

37. CONSULTATION TERM

- 37.1 This term applies if the employer:
 - (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

- 37.2 For a major change referred to in paragraph (36.1) (a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) clauses (36.3) to (36.9) apply.
- 37.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 37.4 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; the employer must recognise the representative.
- 37.5 As soon as practicable after making its decision, the employer must:
 - 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.

- 37.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 37.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 37.8 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 (36.2)(a) and clauses (36.3) and (36.5) are taken not to apply.
- 37.9 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 employer'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.

- 37.10 For a change referred to in paragraph (a)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) clauses (36.11) to (36.16) apply.
- 37.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 37.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 37.13 As soon as practicable after proposing to introduce the change, the employer 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 the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer 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).
- 37.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 37.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 37.16 In this term: *relevant employees* means the employees who may be affected by a change referred to in clause (36.1).

38. CEREMONIAL LEAVE

- 38.1 An employee who is legitimately required by aboriginal tradition to be absent from work for aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

39. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 39.1 Family and domestic violence leave applies in accordance with the NES.

40. WORKLOAD

- 40.1 The following grievance procedure will apply in the case where a nurse is concerned regarding their workload.

- 40.2 A workload grievance may be lodged by an employee on the Workplace Grievance Form considering the following:

- (a) an unreasonable or excessive patient care or nursing task workload is being imposed on the employee other than occasionally and infrequently.
- (b) to perform nursing duty to a professional standard, an employee is effectively obliged to work unpaid overtime on a regularly recurring basis.
- (c) the **workload requirement effectively denies any reasonably practicable access to the employee's** quota of time for professional development, within 12 months of the entitlement arising.
- (d) within a workplace or roster pattern, no effective consultative mechanism and process is available in respect of the determination of bed closures or patient workload for the available nursing resources in the workplace or roster pattern.
- (e) a reasonable complaint to the appropriate prison authority about capacity to observe professional mandatory patient care standards has not been responded to or acted upon within a reasonable time; or
- (f) a particular member or set of members of a patient care team are being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team.

- 40.3 In the event of a workload grievance, the employee and Manager will manage the situation in accordance with the dispute resolution process contained in this Agreement.

41. DISPUTE RESOLUTION PROCEDURE

- 41.1 The following procedure for settling disputes and grievances will be followed by the parties.

- 41.2 The employee(s) concerned will discuss the matter with their immediate supervisor. If the matter cannot be resolved at this level within two working days, the employee may refer the matter in writing to the Medical Centre Manager.
- 41.3 The Medical Centre Manager will answer the matter raised within five days of it being referred. If the response provided by the Medical Centre Manager is not to the satisfaction of the employee, the matter may be referred to the Prison Director or a member of the Senior Management Team the Director delegates. The Prison Director or his delegate will respond to the matter raised within 7 working days.
- 41.4 If a dispute in relation to a matter arising under the Agreement or the National Employment Standards (including s65(5) and s76(4)) is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for conciliation and/or arbitration. If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence, and submissions which are necessary to make the arbitration effective.
- 41.5 Any dispute referred to the Fair Work Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 41.6 The decision of the member will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 41.7 The status quo, (i.e., the condition applying prior to the issue arising) will remain until the processes specified in accordance with the procedure outlined above are completed unless the employee has a reasonable concern about an imminent risk to his or her health or safety.
- 41.8 Nothing in this procedure will preclude the parties reaching agreement to shorten or extend the period specified in this clause above.
- 41.9 A party to the dispute may appoint another person, organisation, or association to accompany or represent them in relation to the dispute.

42. SIGNATURES OF THE PARTIES

SIGNED for and on behalf of
Serco Australia Pty. Limited [ABN 44 003 677 352]




Julie Carroll
Chief HR Officer
Serco Asia Pacific
Level 23, 60 Margaret Street
Sydney, NSW, 2000

DATED This day of 2024p

15th day of March 2024

SIGNED for and on behalf of
Australian Nursing and Midwifery Federation (ANMF) WA Branch by its



Branch Secretary
Janet Reah
260 Pier Street
Perth WA 6000

DATED This 14 day of March, 2024