



## CWA No.4 – In Principle Agreed Claims

As at 5 May 2022

**NOTE: References to clauses in the below are to the draft CWA4**

	Claim	Proposed Response
1.	Clause 1.1 and 1.2 – HSU to be added to Our Agreement and Parties to Agreement Section	<p>SNP will agree to amend clauses 1.1 and 1.2 of the current draft of CWA 4 as follows:</p> <p><i>This Agreement was negotiated and constructed by a joint working group made up of representatives of:</i></p> <ul style="list-style-type: none"> <li>• The United Workers Union (UWU) Queensland Branch, and</li> <li>• The Together Union ( Queensland); and</li> <li>• <b><u>The HSU</u></b></li> </ul> <p>...</p> <p><i>The UWU, Together Union (Queensland) <b><u>and the HSU (NSW/ACT/QLD)</u></b> are parties to this Agreement and will be covered by the Agreement after providing the FWC with notice pursuant to section 183 of the Act.</i></p>
2.	Clause 1.5 – HSU claim to change to change “not intended” to “will not”	<p>SNP will agree to amend clause 1.5 of the current draft of CWA 4 as follows:</p> <p><i>This clause <b><u>is not intended to will not</u></b> prevent you <b><u>from</u></b> seeking a review of your classification.</i></p>
3.	Clause 1.6 – Amend clause 1.6 to provide that hard and soft copies are to be made available	<p>SNP will agree to amend clause 1.6 of the current draft of CWA 4 as follows:</p> <p><i>We will provide you with ready access to a copy of this Agreement, <b><u>including via the intranet and with a hard copy available upon request.</u></b></i></p>
4.	Clause 2.5 – Claim to reinstatement requirement re written records in clause 2.5	<p>SNP proposes to amend clause 2.5 of the current draft of CWA 4 as follows:</p> <p><i><b><u>In circumstances where formal counselling is required</u></b>, written records of such counselling will be made. You will be shown the written records and have the opportunity to comment on them. The records will only be placed on your file where you have been given the opportunity to respond to them.</i></p>
5.	Clause 2.5 – Together Union asked for clause 2.5 to be strengthened to require procedural fairness, transparency and timeframes	<p>SNP proposes to amend clause 2.5 of the current draft of CWA 4 as follows:</p> <p><i>You will be given adequate time to demonstrate that you can perform and/or behave to the required standard/s. <b><u>The length of time an employee will be given to demonstrate performance improvement will be specified in their written warning and/or counselling record.</u></b></i></p>

		<b><u>Nothing in this clause in any way impacts our right to take into account your entire work history when considering whether to take disciplinary action against you for misconduct or poor performance.</u></b>
6.	Clause 2.5 – HSU claim for “will”, not “may”, to be reinstated in first sentence	SNP will agree to amend clause 2.5 of the current draft of CWA 4 as follows:  <i>If you exhibit unsatisfactory performance or conduct in relation to your employment under this Agreement, you <b><u>will</u></b> be counselled so that you understand the standards expected of you, and offered assistance and guidance in achieving those standards.</i>
7.	Clause 2.6 – HSU claim to amend the agreement to recognise Unions and require written response to matters raised during consultation.	SNP proposed the below alternate wording:  <i>If we have 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, then we will:</i>  <i>1. notify the relevant employees;</i>  <i>...</i>  <i>3. as soon as practicable after making the decision, discuss with the relevant employees <b><u>and their representatives (if appointed in accordance with clause 2.10)</u></b></i>  <i>We will give prompt and genuine consideration, <b><u>including a written response</u></b>, to matters raised about the major change by the relevant employees <b><u>and/or their representatives</u></b>.</i>
8.	Clause 2.8 – HSU claim that words “each other” in clause 2.8 be replaced with “you and me”	SNP agrees the clause is ambiguous and proposes to amend clauses 1.1 and 1.2 of the current draft of CWA 4 as follows:  <b><u>Either Sullivan Nicolaides Pathology or you</u></b> may terminate an individual flexibility arrangement made in accordance with this clause by giving no more than 28 days written notice, or, if both parties agree, at any time.
9.	Clause 2.9 – Claim for alternate pathways to managers eg: P&C Manager, HR co-ordinator	SNP will agree to amend Stage 1 of the grievance process set out at clause 2.9. of the current draft of CWA 4 as follows:  <i>If the matter relates to your manager, then you are to raise the matter with their manager <b><u>or with a member of Sullivan Nicolaides Pathology HR Staff</u></b>.</i>
10.	Clause 2.9 – HSU claim for Grievance process to be broader and cover matters outside of the agreement. Maintain status quo until	SNP agrees to the following amendment to clause 2.9.1:  <i>Subject to any <b><u>contrary</u></b> agreement between the parties in relation to a particular grievance and the provisions of this clause, in dealing with a grievance through mediation or arbitration, the FWC may exercise any of the powers available to it under section 595 of the</i>

	grievance resolved. Asked for proposed draft clause	Act.
11.		<p><b>Workplace <del>Agreement</del> Consultative Committee</b></p> <p>A Workplace <del>Agreement</del> Consultative Committee (WACC) will <del>operate be established</del> to assist employees and managers to effectively apply this Agreement by:</p> <ul style="list-style-type: none"> <li>• Acting as an information source<del>;</del></li> <li>• Assisting in the resolution of concerns or issues arising from the implementation of the Agreement<del>;</del></li> <li>• Monitoring the application of the Agreement<del>;</del></li> <li>• Considering such matters referred to it by management and employees relating to this Agreement.</li> </ul> <p>The Workplace <del>Agreement</del> Consultative Committee (WACC) will comprise of:</p> <ul style="list-style-type: none"> <li>• Elected employee representatives;</li> <li>• Management representatives nominated by Sullivan Nicolaides Pathology; and/or</li> <li>• Other participants as invited by the <del>WCC Workplace Agreement Consultative Committee (WACC)</del>.</li> </ul> <p>All employees of Sullivan Nicolaides Pathology, including those in regional and non-metropolitan areas, are entitled to seek election as an elected employee representative. <del>Elections will take place within 2 months of the approval of this Agreement by the FWC to appoint up to 12 employee representatives.</del></p> <p>The <del>WCC Workplace Agreement Consultative Committee (WACC)</del> will <del>operate in accordance with a charter (WCC Charter)</del>. <del>Within 6 months of the date this Agreement is approved by the FWC, SNP will provide Employees, or their nominated representative, access to a draft WCC Charter for comment. A final WCC Charter will be published on the intranet and emailed to Employees by SNP within 12 months of the date the FWC approves this Agreement. The WCC Charter will provide a method of making further amendment to the charter. The WCC Charter is not incorporated into and does not form part of this Agreement.:</del></p> <ul style="list-style-type: none"> <li>• <del>Represent all employees of Sullivan Nicolaides Pathology including those employees in regional and non metropolitan areas;</del></li> <li>• <del>Comprise a maximum of 12 employee representatives where possible; and</del></li> <li>• <del>Meet at least every 2 months, unless otherwise agreed.</del></li> </ul>
12.	Clause 2.10 – Claim by Together Union to have automatic right to represent	<p>SNP proposes the below new clause 2.10:</p> <p style="padding-left: 40px;"><i>An employee may, in writing, appoint a Union covered by this Agreement as its representative for the purposes of clauses</i></p>

	members	<p>2.5, 2.6 and 2.9. If an employee appoints a Union as its representative in accordance with this clause then Sullivan Nicolaides Pathology will assume that the Union is the employee's representative for the purposes of clauses 2.5, 2.6 and 2.9, even if the Union is not appointed by the employee in any particular case. An employee may revoke its appointment of a Union as its representative under this clause at any time by providing written notice of its revocation.</p>
13.	Clause 3.2 – State who can be required to work 150 hours per 28 consecutive days	<p>SNP agrees to the following amendment to clause 3.2:</p> <p><i>Full-time <b>24/7 Employees</b> work up to 150 ordinary hours per 28 consecutive days in accordance with rosters published from time to time. <b>All other full time employees work up to 75 ordinary hours per fortnight in accordance with rosters published from time to time.</b></i></p>
14.	Clause 3.3 – Ability for flexible part-timers to nominate days off	<p>SNP agrees to the following amendment to clause 3.3:</p> <p><i>Part-time employees work a proportion of the hours of a full-time employee up to <b>75 hours per fortnight</b> or 150 ordinary hours per 28 consecutive days <b>for 24/7 Employees</b>. <del>You may be employed on a flexible basis or a non-flexible basis with the minimum number of hours you are to work over a particular period to be agreed with you and confirmed in writing.</del> You will be entitled to a minimum of 3 hours per engagement, <del>or if you were employed with us as at 6 April 2002 and have remained in continuous employment you will be entitled to a minimum of 4 hours per engagement.</del></i></p> <p><del><i>If we require additional ordinary hours to be worked, we will offer such additional hours to flexible part-time employees before offering those hours to non-flexible part-time employees.</i></del></p> <p><del><i>If we require you to work on those days, we will give reasonable consideration to your personal circumstances, however we expect that you will not unreasonably or consistently refuse to work additional shifts.</i></del></p> <p><del><i>If agreed in advance, you will be able to nominate days you can be required to work and days you cannot be required to work. You will be rostered to work shifts on your rostered days. You can be asked to work additional ordinary hours outside of your rostered shifts or rostered days but will not be required to work these hours except where you are being asked to do reasonable overtime.</i></del></p> <p><del><i>For the avoidance of any doubt, your ordinary hours will be the work you perform on rostered days and work on other days when you agree with us to work those hours up to 75 ordinary hours per fortnight or 150 ordinary hours per 28 consecutive days for 24/7 Employees.</i></del></p> <p><b>3.3.3 — Flexible part time</b></p> <p><del><i>You will have rostered shifts on rostered days and be available to</i></del></p>

		<p><del>work on days other than your rostered days when requested by us. For the avoidance of any doubt, your regular roster is the work on rostered days and work on other days when you are requested by us to work those hours up to 75 ordinary hours per fortnight or 150 ordinary hours per 28 consecutive days for 24/7 Employees. If we require you to work on those days, we will give reasonable consideration to your personal circumstances, however we expect that you will not unreasonably or consistently refuse to work additional shifts.</del></p> <p><del><b>3.3.4—Non-flexible part-time</b></del></p> <p><del>A non-flexible part-time employee is one who is employed to work predetermined hours and days of the week. You can be asked to work additional ordinary hours but cannot be compelled to work these hours, except where you are being asked to do reasonable overtime. For the avoidance of any doubt, your regular roster is the work on rostered days and work on other days when you agree with us to work those hours up to 75 ordinary hours per fortnight or 150 ordinary hours per 28 consecutive days for 24/7 Employees. If you agree to work these additional hours this will not alter your status as a non-flexible part-time employee.</del></p> <p><del>Any agreed change to your part-time arrangement will not necessarily change your status as a non-flexible part-time employee.</del></p>
15.	Clause 3.3.6 – Conversion to permanent employment for (1) part-time staff who work full time for 6 months; and (2) contracted staff after 12 months.	<p>SNP agrees to the inclusion of the following clause 3.3.6:</p> <p><u><i>If a part-time employee works the equivalent hours of a full-time employee for a period of at least 6 months, the employee or SNP may offer to convert the employee to full-time. A part time employee can only convert to full-time employment if agreed by both the employee and SNP.</i></u></p>
16.	Clause 3.4 – 25% loading for casuals	<p>SNP agrees to the following amendment to clause 3.4:</p> <p><i>You will be paid by the hour based on the appropriate level for your role plus <del>23%</del> <u>25%</u> loading.</i></p>
17.	Clarification on not resetting annual increment dates post agreement	<p>SNP has confirmed that it will not reset increment dates following the approval of the new CWA.</p>
18.	Clause 4.5 – Claim to change ‘family responsibilities’ to ‘personal circumstances’	<p>SNP agrees to the following amendment to clause 4.5:</p> <p><i>You are expected to work reasonable overtime required by us. We will try to give you as much notice as we can and be considerate of your <del>family responsibilities</del> <u>personal circumstances</u>.</i></p>

19.	Clause 4.6 – TOIL to be taken at penalty entitlement	<p>SNP agrees to the following amendment to clause 4.6:</p> <p><i>You have no more than <b>10 days 75 ordinary hours</b> banked - <del>any time more than this</del> <b>any overtime worked once an employee has reached 75 ordinary hours of banked leave will not be banked and instead will be paid at overtime rates.</b></i></p> <p>...</p> <p><i>The banked time is accrued on <del>a time for time</del> the <b>penalty</b> basis and is to be taken on this basis (that is, 1 hour worked overtime = 1 hour <b>and 30 minutes</b> that you may take off from work)</i></p>
20.	Clause 4.10 – Payment for phone advice	<p>SNP agrees to the following amendment to clause 4.10:</p> <p><i>In cases where you are requested to provide advice without the need to go into work, then you will be paid overtime for <del>your</del> <b>the time you</b> spent giving the advice <b>or a minimum payment of 30 minutes, per occasion, at the applicable overtime rate (whichever is higher). For the purposes of calculating the overtime rate of pay to which an employee is entitled under this clause 4.10, each occasion of giving advice stands alone.</b></i></p>
21.	Clause 4.13 – Sun super renamed to Australian Retirement Trust Super	<p>SNP agrees to the following amendment to clause 4.13:</p> <p><i>We will make contributions based on your ordinary time earnings at the minimum level required to avoid the imposition of a superannuation guarantee charge under Commonwealth superannuation legislation to one of the following funds chosen by you:</i></p> <ul style="list-style-type: none"> <li>• <b><u>Sunsuper Australian Retirement Trust Super Fund</u></b></li> </ul>
22.	Clause 4.15 – Under and over payments corrected within 48hrs, always with consultation of staff. Arrangements confirmed in writing.	<p>SNP agrees to the following amendment to clause 4.15:</p> <p><i>We may make deductions from your pay in order to have the amount repaid, <b>if agreed in writing by you. If the amount to be deducted from your pay is in excess of 2 days' pay we will consult with you SNP will consult with you in advance of any amount being deducted from your pay.</b></i></p>
23.	Clause 5.2.2 – NES Shiftworker Definition (Schedule 8)	<p>SNP proposes to retain the current definition of NES Shiftworker. However, SNP acknowledges this may mean that some employees currently entitled to an additional week of annual leave may no longer be so entitled under the new CWA. SNP proposed the following additional clause be included in the CWA, which would see those who currently enjoy the additional week of annual leave retain their entitlement to it. For operational effectiveness, however, SNP proposes that the accrual will occur once annually rather than progressively so as to ensure all employees entitled to the additional week (or part thereof) are afforded it.</p> <p>The additional week will accrue on the following basis, in accordance</p>

		<p>with new clause 5.2.2:</p> <p><b><u>Additional entitlement to annual leave</u></b></p> <p><b><u>Where a full-time or part-time employee (other than a NES Shift Worker) works a minimum of 10 or more hours between 9:00pm and 6:30am in a fortnightly pay period, for a minimum of 10 fortnightly pay periods in a year, the employee will receive an additional 37.5 hours of annual leave (or a pro rata equivalent for part time employees based on their ordinary hours of work). This entitlement will be credited to employees annually after an assessment is made by us in the fourth quarter of each year. Where an employee has only worked for SNP for part of the year, the assessment will be calculated (and leave accrued) on a pro rata basis.</u></b></p>
24.	Clause 5 preamble – Concern current wording could allow reversion to minimum standards in the Fair Work Act	<p>SNP agrees to the following amendment to the preamble to clause 5:</p> <p><i>Except where indicated otherwise, clauses 5.1 (except for long service leave), 5.2, 5.3 and 5.4 are intended to <b><u>reflect the, at a minimum, reflect the</u></b> standards in the Act. In the event of any dissimilarity between these clauses and the Act, <b><u>and the Act contains a more beneficial entitlement,</u></b> the Act will prevail. You may also be entitled to other leave in the NES.</i></p>
25.	Clause 5.2.2 – Claim to remove maximum accrual	<p>SNP proposes to amend clause 5.2.2 as follows:</p> <p><i>If at any time you have accrued at least 2 years annual leave entitlement, we can direct you to take up to a quarter of your <b><u>accrued</u></b> annual leave entitlement. <b><u>We will discuss your annual leave balance with you and will take your personal circumstances into account prior to directing you to take leave in accordance with this clause.</u></b></i></p>
26.	Clause 5.4 – Claim to ‘remove unfit for work’	<p>SNP agrees to reword clause 5.4 as follows:</p> <p><i>Carer’s Leave is leave where you are <b><u>unfit for unable to</u></b> work because you need to provide care or support...</i></p>
27.	Clause 5.4.2 – Claim to remove “right to know”	<p>SNP agrees to amend clause 5.4.2 as follows:</p> <p><i>We <b><u>have a right to know may require evidence of</u></b> - the person requiring care, their relationship to you, the nature of the illness or injury, and the estimated duration of your absence.</i></p>
28.	Clause 5.4.4 – Reinstate cashing out personal leave	<p>SNP proposes for clause 5.4.4 to be re-drafted as follows:</p> <p><i>On your written request, you may cash out up to 37.5 hours per year of your personal leave if:</i></p>

		<ul style="list-style-type: none"> <li>You have had at least 5 years continuous service and the balance of your personal leave does not fall below 187.5 hours;</li> <li><u>You have not cashed out personal leave in the past 12 months</u>; and</li> <li>You are not <del>dismissed</del> <u>undergoing a show cause process or serving a notice period</u>.</li> </ul> <p><u>Each cashing out must be by a separate agreement in writing between you and us.</u> You will be paid at normal time for the hours cashed out, <u>which is the full amount that you would have been paid had you taken the leave that you have forgone.</u></p>
29.	Clause 5.6 – Parental Leave	<p>SNP proposes for clause 5.6.1 to be drafted as follows:</p> <p>We will pay you an ex gratia payment of <u>6 12</u> weeks <del>ordinary pay normal time</del> (excluding penalty rates, overtime, shift allowances and any other ancillary payments), if you are taking <del>maternity parental</del> leave or adoption leave <u>as a primary carer</u>, and have at least 1 year of continuous service. This continuous service can be made up as a full-time, part-time, or <del>long-term</del> regular casual employee, or as a combination of all three employment types.</p> <p>If you are part-time or a <del>long-term-regular casual</del>, your payment will be <del>equivalent to the average weekly wage normal time, based on your average ordinary hours of work</del> in the 3 months preceding you commencing your paid maternity leave or adoption leave.</p> <p>This payment will be paid over <del>3 6</del> fortnightly pay cycles commencing from the start of your <del>maternity-parental</del> leave or adoption leave.</p> <p>You may elect to be paid your entitlement at half pay to be paid over <u>6 12</u> fortnightly pay cycles commencing from the start of your maternity leave or adoption leave.</p> <p>This payment does not:</p> <ul style="list-style-type: none"> <li>Count for incremental purposes</li> <li>Count as service for leave purposes, or</li> <li>Extend the unpaid <del>maternity/adoption-parental</del> leave period of 52 weeks in any way.</li> </ul> <p><u>A primary carer for the purposes of this clause 5.6 (including clause 5.6.4) is an employee who, for the duration of the period of that paid parental leave is taken, meets the definition of ‘primary carer’ set out in section 47 of the Paid Parental Leave Act 2010 (as amended from time to time).</u></p> <p>SNP proposes for new clause 5.6.2 to be drafted as follows:</p> <p><u>We will pay you an ex gratia payment of 2 weeks normal time (excluding penalty rates, overtime, shift allowances and any other ancillary payments), if you are taking parental leave or adoption leave as a secondary carer, and have at least 1 year of continuous</u></p>

service. This continuous service can be made up as a full-time, part-time, or a regular casual employee, or as a combination of all three employment types.

If you are part-time or a regular casual, your payment will be normal time, based on your average ordinary hours of work in the 3 months preceding you commencing paid maternity leave or adoption leave.

This payment will be paid over the fortnightly pay cycle commencing at the start of your parental leave or adoption leave.

You may elect to be paid your entitlement at half pay, to be paid over 6 fortnightly pay cycles commencing at the start of your maternity leave or adoption leave.

This payment does not:

- Count for incremental purposes
- Count as service for leave purposes, or
- Extend the unpaid parental leave period of 52 weeks in any way.

A secondary carer for the purposes of this clause 5.6.2 is an employee who, for the duration of the period of that paid parental leave is taken, is an immediate family member (as defined by the Act) and provides support to a person who is a 'primary carer' for the purposes of section 47 of the Paid Parental Leave Act 2010 (as amended from time to time).

SNP proposes for new clause 5.6.3 to be drafted as follows:

The notice and evidence requirements for the taking of paid parental leave under this Agreement are the same as for unpaid parental leave under the NES.

SNP proposes for new clause 5.6.4 to be drafted as follows:

We will continue pay superannuation payments to an employee who is a primary carer and has taken a period of parental leave (either paid or unpaid) under this Agreement. The superannuation payments made under this clause 5.6.4 will be:

- Made to a superannuation fund nominated by the employee;
- Paid on a fortnightly basis for a maximum of 52 weeks;
- Equivalent to the average fortnightly superannuation contribution paid to the employee's nominated superfund in the 12 months prior to the commencement of parental leave.

30. Clause 5.7 – Long Service Leave

The amount of long service leave you are entitled to will depend upon the employment conditions that apply to you. Employees are entitled to long service leave in accordance with this Agreement and applicable legislation (as amended from time to time). Where the rate of accrual of long service is higher under this Agreement than

under applicable legislation, than the Agreement's accrual rate applies.

The amount of long service leave you are entitled to is set out below:

<b>If you are</b>	<b>Then your entitlement is</b>
Full-time	Long service leave will accrue on the basis of 1.3 weeks per completed year of service or pro-rata for periods of less than one year.
Part-time	On a pro-rata basis based on the hours you work.

#### **Access to long service leave**

If permitted under applicable legislation, you may elect to access your long service leave using one of the following options.

<b>After completing</b>	<b>You may access</b>
7 years of continuous service	In each of your 8th, 9th and 10th years of continuous service up to 1 week of your long service leave in advance.
10 years of continuous service	Your full long service leave entitlement.

Long service leave that is taken in your 8th, 9th and 10th year of service is deducted from your total long service leave entitlement.

Accessible long service leave does not accumulate over your 8th, 9th and 10th years of service. This means that you may only access 1 week of long service leave in your 9th and 10th years of continuous service, even if you did not take any long service leave in the preceding years.

#### **Taking of long service leave**

Unless otherwise provided by applicable legislation, once you are able to access your long service leave you can take your leave at a time agreed between you and your manager. If agreement cannot be reached then, unless otherwise provided by applicable legislation, we may decide when you are to take long service leave giving you at least 3 months written notice of this date.

#### **Payment of long service leave**

Long service leave is paid on your regular paydays while you are away and it will be paid at normal time. You will be paid any untaken long service leave ~~that you are able to access after completing 10 years of continuous service~~ on leaving Sullivan Nicolaides Pathology in accordance with applicable legislation.

31. Clause 5.9 – Define

SNP proposes to include the following in the Schedule 8 'Definitions

household members.

and abbreviations’:

**Immediate Family – A person is a member of the ‘immediate family’ of an employee covered by this Agreement if the person is:**

**(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or**

**(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.**

**Member of your household – A person is a member of an employee’s household if the person lives with an employee.**

32. Clause 5.10 – 4 hour minimum call outs for Public Holidays

SNP proposes to amend clause 5.10 as follows:

*Due to the nature of our workplace, it may be necessary for you to work on public holidays. **Any request by Sullivan Nicolaides Pathology to work on a public holiday must be reasonable.** You will be paid double time and a-half **with a minimum payment for 4 hours,** if you work on a public holiday and will not be having a substituted day off in lieu. **If a rostered shift or call back commences on a Normal Day and continues into a Public Holiday, the minimum payment of 4 hours will not apply and only the actual hours worked on the Public Holiday will be paid at double time and a half.***

33. Clause 5.11 – Payment for work on Christmas Day

SNP proposes to amend clause 5.11 as follows:

**5.11.1 Public holidays that occur on days that you are not ordinarily required to work.**

*If you are a part-time employee, then you are only entitled to public holidays that occur on a day, **or part of a day,** that you would normally be required to work.*

*If you are a full-time employee, then you will be entitled to a day’s pay or a day’s leave in lieu, **or part thereof,** for every public holiday that falls on a weekday, even if you would not ordinarily work on that day.*

**5.11.2 Christmas Day**

*If you are required to work on Christmas Day, you will be paid the rate **of double time and a half.** ~~contained in the following table:~~*

<b><i>If Christmas Day occurs on a</i></b>	<b><i>Then you will be paid</i></b>
<b><i>Saturday</i></b>	<b><i>Double time</i></b>
<b><i>Sunday</i></b>	<b><i>Double time and a half</i></b>
<b><i>Weekday</i></b>	<b><i>Double time and a half</i></b>

**5.11.3 Easter Saturday**

**If you are required to work on Easter Saturday, you will be paid**

		<u><i>double time and a half. You do not receive any overtime penalties or night shift allowances.</i></u>
34.	New clause 5.11.4 – Preferential rostering for public holidays	<u><i><b>5.11.4 Preferential Rostering</b></i></u> <u><i>When rostering employees to work on a public holiday that is only observed in a particular location, we will, where possible, preference those employees who work in that location.</i></u>
35.	New clause 5.12 - claim for paid FDV leave	SNP agrees to include new clause 5.12: <u><i>You are entitled to unpaid family and domestic violence leave in accordance with the provisions of the NES. In addition, you are entitled to up to 10 days paid family and domestic violence leave per year. The entitlement to paid family and domestic violence leave accrues in full on the day you commence employment and on each subsequent annual anniversary of your commencement date. Your entitlement to take paid family and domestic violence leave is subject to the same notice and evidence requirements as for the taking of unpaid family and domestic violence leave under the NES. For the avoidance of doubt, your entitlement to paid family and domestic violence leave is in addition to, and does not diminish, your entitlement to unpaid family and domestic violence leave under the NES.</i></u>
36.	Clause 5.8 (new clause 5.13) – Ceremonial leave for Aboriginal and Torres Strait Islanders should be its own clause to make it clearer for everyone	SNP proposes to include this in new clause 5.13: <u><i>An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled, upon our approval, to up to 10 working days' leave without pay in any one year.</i></u>
37.	Clause 5.8 (new clause 5.14) – Unpaid special maternity leave	SNP proposes to include this in new clause 5.14: <u><i>You are entitled to a period of unpaid special maternity leave in accordance with the NES. In addition, you are entitled to a period of unpaid special maternity leave if you are not fit for work because you have been pregnant and the pregnancy ended otherwise than by the birth of a living child.</i></u>
38.	Clause 5 (new clause 5.14) – Union delegate leave	SNP proposes to include this in new clause 5.14: <u><i>An employee who is 'eligible employee representative' is entitled to up to 3 days paid leave per year for the purposes of attending conferences or Union provided training. Leave taken under this clause 5.14 must be applied for and approved by the employee's</i></u>

		<p><u>manager in advance of the leave being taken. We may require you, in advance of approving an application to take leave under this clause 5.14, for evidence that would satisfy a reasonable person that the leave is being taken for the reasons specified above. An employee is not entitled to take leave under this clause 5.14 if they cannot produce such evidence upon our request.</u></p> <p><u>For the purposes of this clause 5.14, an 'eligible employee representative' is an employee covered by this Agreement who is:</u></p> <ul style="list-style-type: none"> <li><u>(a) a member of a Union covered by this Agreement; and</u></li> <li><u>(b) a delegate or an employee representative duly elected or appointed by other employees who are:</u> <ul style="list-style-type: none"> <li><u>(i) covered by this Agreement; and</u></li> <li><u>(ii) members of the same union as the delegate or employee representative; and</u></li> </ul> </li> <li><u>(c) appointed or elected for the purposes of representing those employees in the dispute resolution procedure set at clause 2.9 of this Agreement.</u></li> </ul> <p><u>A maximum of four employees per Union covered by this Agreement may be 'eligible employee representatives', and entitled to leave under this clause, in any one year.</u></p>
39.	Clause 6.1 – Not required to work	<p>SNP proposes to include the below at the bottom of clause 6.1:</p> <p><u>Unless agreed between SNP and an individual employee, an employee will not be required to work on days they are not rostered to work. Unless agreed between SNP and an individual employee, an employee will not be required to work, or be on-call, on days that the employee has nominated as non-working days. Nothing in this clause affects SNP's entitlement to require an employee to work reasonable overtime.</u></p>
40.	Clause 6.4 – Double time to be paid if less than 24 hours given for change of roster	<p>SNP proposes to amend clause 6.4 as follows:</p> <p><u>If you <del>do not agree to a change of shift and</del> are required to work with less than 24 hours' notice, then we will pay you double time <del>for that shift</del> for the hours in that shift you were not originally rostered to work. For example, if you were rostered to start work at 10am and your roster is changed (without more than 24 hours' notice) so that you now start work at 8am, you will be paid double time for your first 2 hours of work.</u></p>
41.	Clause 6.5 – Remove prior approval from manager for working through meal break	<p>SNP proposes to amend clause 6.5 as follows:</p> <p><u>If you work more than five ordinary hours, then you will be allowed an unpaid meal break of 30 – 60 minutes. This break will typically be taken between the start of the second and the end of the sixth hour of your shift, at the direction of your immediate manager, or at other</u></p>

		<p>times outside of these hours as mutually agreed between you and your immediate manager. <b><u>You will not be required to travel or otherwise perform work during a meal break.</u></b></p> <p>...</p> <p>If you need to work through your meal break and have prior approval from your immediate manager, then you will be paid double time and will continue to be paid double time until you can take your break. <b><u>If you are unable to contact your manager, you must seek approval to work through a meal break as soon as possible. You will not be entitled to be paid double time for working through a meal break unless it is approved.</u></b></p>
42.	Clause 7.3 – Paid training time	<p>SNP proposes to amend clause 7.3 as follows:</p> <p>However, if we require you to do training/retraining at a time either partially or wholly outside your ordinary working hours (<b><u>including excluding Saturdays, <del>and</del> Sundays, but excluding and</u></b> public holidays) then we will pay you at normal time. <b><u>If we require you to do training/retraining wholly or partially outside your ordinary hours on a Saturday, Sunday or public holiday, then we will pay you at the applicable penalty rate.</u></b></p> <p>We will pay all approved costs associated with your training/retraining. <b><u>If required by us to attend training at a place other than a facility owned or operated by SNP; we will, upon production of receipts, reimburse you for the cost of travel to the location.</u></b></p>
43.	Clause 7.4 – Study leave	<p>SNP proposes to amend clause 7.4 as follows:</p> <p>Study leave is paid leave for up to 5 days per semester, <b><u>taken for the purposes of undertaking a course of study with a University, further education college or registered training provider.</u></b></p> <p><b><u>Exam leave is paid leave for up to 1 day per semester taken for the purpose of preparing for or attending exams.</u></b></p> <p>We may, at our discretion, grant <b><u>you</u></b> study leave <b><u>and/or exam leave</u></b> (in writing) based on you meeting all of the following criteria:</p> <ul style="list-style-type: none"> <li>• <b><u>Your request to take leave is made in advance of the course being undertaken;</u></b></li> <li>• The course is considered of benefit to us (this must be made in advance of the course being undertaken);</li> <li>• You have at least <b><u>2-1</u></b> continuous <b><u>years year</u></b> of service, and</li> <li>• Your department or section will not be inconvenienced.</li> </ul>

44.	Clause 8.1.1 - Private Vehicle Allowance and Living Away From Home Allowance	<p>SNP proposes to add the following to the bottom of clause 8.1.1:</p> <p><b><u>Where required by us to temporarily work at a location other than your normal place of work, you may (where applicable) be entitled to be paid both the Private Vehicle Allowance and the Living Away From Home Allowance. Payment of both the Private Vehicle Allowance and the Living Away From Home Allowance will not result in you being paid more than the actual costs incurred by you as a result of having to work other than at your normal place of work.</u></b></p>
45.	Clause 8.1.3 – Excessive use of your vehicle	<p>SNP proposes to amend clause 8.1.3 as follows:</p> <p><i>It is not our intention for you to use your vehicle excessively (upwards of <del>10,000 km</del> <b>7,000 km</b>) for work purposes.</i></p>
46.	New Clause 9.2.3 – Job Search Entitlement (in circumstances of termination or resignation)	<p>SNP proposes to add the following to the bottom of clause 9.2:</p> <p><b><u>9.2.3 Job search entitlement</u></b></p> <p><b><u>Where we, or you, have given you notice of termination in accordance with clause 9.2.1, you will be allowed time off without loss of pay for up to one day in each week of the notice period for the purpose of seeking other employment. You are not entitled to be paid for time off under this clause if you are paid in lieu of notice. You will not be required to provide proof of attendance at an interview in order to take time off under this clause 9.2.3 but the day on which you take time off must be mutually agreed. SNP must not unreasonably withhold consent to an employee taking time off under this clause 9.2.3.</u></b></p>

47. Clause 9.3.5 – Amount of redundancy

SNP proposes to amend the table at clause 9.3.4 as follows:

Period of continuous service	Severance pay (weeks' pay)	
	Under 45 years of age	Over 45 years of age
Less than 1 year	<del>Nil</del> <u>1</u>	<del>Nil</del> <u>2</u>
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and over	16	20

48. Clause 9.3.5 – Appointing to lower paid role

SNP proposes to add the following amended clause to the bottom of clause 9.3:

**9.3.5 Transfer to lower paid duties**

**If your position is made redundant in accordance with clause 9.3.1 we may, rather than terminating your employment, offer to transfer you to new duties to which a lower normal time rate of pay applies. You can only be transferred to lower paid duties if agreed to by you.**

**If transferring you to lower paid duties, we must either:**

- **Provide you with notice of the transfer of at least the same length as if you were being terminated in accordance with clause 9.2; or**
- **Pay you an amount equal to the difference between your normal time rate of pay for the hours you would have worked in the redundant role and your normal time rate of pay for the hours you work in the lower paid role, for the period for which notice was not given.**

49. New Clause 9.4.3 – Job Search Entitlement (in circumstances of redundancy)

SNP proposes to add the following amended clause to the bottom of clause 9.4:

**9.4.3 Job search entitlement**

**Where we have given you notice of termination in circumstances of redundancy in accordance with clause 9.3, you will be allowed time**

		<p><u><i>off without loss of pay of up to one day each week of the relevant notice period for the purpose of seeking other employment. You will not be required to provide proof of attendance at an interview in order to take time off under this clause 9.4.3 but the day on which you take time off must be mutually agreed. SNP must not unreasonably withhold consent to an employee taking time off under this clause 9.4.3.</i></u></p>
50.	Clause 9.2.1 and 9.4.1 – Final pay	<p>SNP proposes to add the following to the bottom of clause 9.2.1:</p> <p><u><i>Unless otherwise mutually agreed between us and you, any money we owe to you on the final day of your employment must be paid within one pay cycle of your final day. This includes those accrued but undertaken leave entitlements that you may, in accordance with this Agreement or applicable legislation, be entitled to have paid out on termination.</i></u></p> <p>SNP proposes to amend clause 9.4.1 as follows:</p> <p><u><i>Unless otherwise mutually agreed between us and you, you will be paid on your final day of employment or <del>within one pay cycle of your final day at such other time as mutually agreed.</del></i></u></p>