



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Eye Hospital Pty Ltd
(AG2020/1363)

EYE HOSPITAL NURSES ENTERPRISE AGREEMENT 2020

Health and welfare services

DEPUTY PRESIDENT MANSINI

MELBOURNE, 24 JUNE 2020

Application for approval of the Eye Hospital Nurses Enterprise Agreement 2020.

[1] The Eye Hospital Pty Ltd has applied for approval of a single enterprise agreement known as the *Eye Hospital Nurses Enterprise Agreement 2020* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about the form of the application, whether the pre-approval requirements were met, the Agreement contravenes s.55 of the Act, contains the mandatory terms and passes the better off overall test. Further information was provided in relation to these concerns.

[3] The Eye Hospital Pty Ltd sought to correct an error in the original application, by filing an amended Agreement page. In the circumstances, I am satisfied that this amendment should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

[4] Noting clause 3.2 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[5] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representative did not oppose the Undertakings. I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[6] On the basis of the material contained in the amended application, further information provided on request of the Commission and the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[8] The Agreement was approved on 24 June 2020 and, in accordance with s.54, will operate from 1 July 2020. The nominal expiry date of the Agreement is 1 July 2023.

[9] For the purposes of publication, the signature page of the Agreement has been redacted in part, for confidentiality and as the enterprise agreement when made did not contain the redacted details.¹



DEPUTY PRESIDENT

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¹ *The Australian Workers' Union v Oji Foodservice Packaging Solutions (Aus) Pty Ltd* [2018] FWCFB 7501.

Annexure A



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IN THE FAIR WORK COMMISSION

FWC Matter No. AG20202/1263

Applicant: The Eye Hospital Pty Ltd
Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS

I, Tim Puyk, on behalf of The Eye Hospital Pty Ltd, give the following undertakings, pursuant to section 190 of the *Fair Work Act 2009*, with respect to the proposed *Eye Hospital Nurses Enterprise Agreement 2020* ("**Agreement**"). I have the authority given to me by the CURA Day Hospitals Group (being the ultimate owner and operator of The Eye Hospital) to provide these undertakings in relation to the application before the Fair Work Commission ("**Commission**").

The Eye Hospital Pty Ltd undertakes:

- (a) to read and apply clause 16 of the Agreement as though it contained the following additional paragraph:

"16.4 The Hospital will never call back a Nurse to work on a public holiday where such work would qualify for payment at overtime rates under the Nurses Award 2010."

- (b) to read and apply clause 17 of the Agreement as though it contained the following additional paragraph:

"17.6 An Employee who is on-call and who is subsequently contacted and required to attend the Hospital will be paid for a minimum of four (4) hours at the applicable overtime rate of pay."

These undertakings are provided on the basis of issues raised by the Deputy President in the application before the Commission, and will be attached to the Agreement if approved by the Commission.

A handwritten signature in black ink, appearing to be "TP", written over a horizontal line.

Signature

Tim Puyk

Name

Operations Manager - South

Title

24 06 2020

Date

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.



The Eye Hospital Nurses Enterprise Agreement 2020

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1. TITLE

This Enterprise Agreement will be known as the *Eye Hospital Nurses Enterprise Agreement 2020* ("**Agreement**").

2. PARTIES TO THIS AGREEMENT

2.1 This Agreement is made in accordance with the *Fair Work Act 2009* (Cth) ("**Act**") between The Eye Hospital Pty Ltd (ABN 621 203 149 81) of 262 Charles Street, Launceston, Tasmania ("**The Eye Hospital**" or "**Hospital**") and the nursing employees of The Eye Hospital employed in the classifications contained in this Agreement, and who carry out their employment primarily at the premises of The Eye Hospital ("**Employees**").

2.2 This Agreement replaces the *Eye Hospital Nurses Enterprise Agreement 2016*.

3. INTERACTION WITH MODERN AWARDS AND NES

3.1 This is a 'stand-alone' Agreement. Subject to the Act, and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other Enterprise Agreement, Modern Award, or other industrial instrument.

3.2 The National Employment Standards ("**NES**"), as contained in the Act, and as varied from time-to-time, provide Employees with guaranteed minimum entitlements. Where this Agreement deals with matters contained in the NES, and where the corresponding provisions of the NES are more favourable to Employees, the NES will prevail.

4. COMMENCEMENT AND NOMINAL EXPIRY

4.1 This Agreement takes effect seven (7) days after its approval by the Fair Work Commission ("**Commission**").

4.2 The nominal expiry date of this Agreement is three (3) years from the date of commencement.

5. WHERE THIS AGREEMENT APPLIES

5.1 This Agreement applies to The Eye Hospital, located at 262 Charles Street, Launceston, Tasmania, 7250.

5.2 The Eye Hospital may require Employees to work at different locations to meet the Hospital's needs.

6. DUTIES OF EMPLOYEES

Employees must:

- (a) carry out all lawful and reasonable instructions;
- (b) serve The Eye Hospital faithfully, efficiently and diligently, and exercise all due care and skill in the performance of the employment;
- (c) refrain from acting, or giving the appearance of acting, contrary to the interests of The Eye Hospital;
- (d) not solicit or attempt to persuade any clients of The Eye Hospital to use the services of any other business;

- (e) keep confidential all know-how and trade secrets acquired during the employment with The Eye Hospital, including, but not limited to, techniques, product information, client lists and any other information which is confidential to The Eye Hospital; and
- (f) carry out any other duties reasonably required by The Eye Hospital that are consistent with the Employees' respective skills and abilities.

7. NO FURTHER CLAIMS

- 7.1 The parties agree that during the life of the Agreement there will be no further wage increases or other claims made, except as provided by this Agreement.

8. WORKPLACE FLEXIBILITY

- 8.1 Notwithstanding any other provision of this Agreement, the Hospital and an individual Employee may agree to vary the application of any of the terms of this Agreement to meet the genuine needs of the Hospital and the individual Employee. Any such agreement will be known as an Individual Flexibility Agreement ("**IFA**"). The IFA must:

- (a) state each term of this Agreement that the Hospital and the individual Employee have agreed to vary;
- (b) detail how the application of each term has been varied by the IFA;
- (c) require the Hospital to ensure the IFA results in the Employee being '*better off overall*' than the Employee would have been if no IFA had been made;
- (d) require the Hospital to ensure the IFA is about '*permitted matters*';
- (e) require the Hospital to ensure the IFA does not include an "*unlawful term*";
- (f) be genuinely made without coercion or duress;
- (g) be in writing, name the parties to the IFA, and be signed by the Hospital and the individual Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian;
- (h) require the Hospital to give the individual Employee a copy of the IFA within 14 days after it is agreed to, and to keep the original IFA in the Employee's time and wages records;
- (i) require the Hospital to ensure the IFA can be terminated by the Hospital or the individual Employee by giving the other four weeks' notice of termination in writing, or at any time by mutual agreement in writing between the Hospital and the individual Employee;
- (j) state the date the IFA takes effect; and
- (k) not result in a reduction to any of the entitlements provided by the NES.

9. CONSULTATION

9.1 Consultation About Major Workplace Change

- 9.1.1 If the Hospital makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have

Significant Effects on Employees, the Hospital will:

(a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and

(b) discuss with affected Employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on Employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on Employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

9.1.2 For the purposes of the discussion under clause 9.1.1(b), the Hospital will give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on Employees; and

(c) any other matters likely to affect Employees.

9.1.3 Clause 9.1.2 does not require the Hospital to disclose any confidential information if its disclosure would be contrary to the Hospital's interests.

9.1.4 The Hospital will promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 9.1.1(b).

9.1.5 In clause 9.1, "*Significant Effects*" on Employees includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the Hospital's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for Employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

9.1.6 Where this Agreement makes provision for the alteration of any of the matters defined at clause 9.1.5, that alteration is taken not to have Significant Effect.

9.2 Consultation About Changes to Rosters or Hours of Work

9.2.1 Clause 9.2 applies if the Hospital proposes to change the regular roster or Ordinary Hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

9.2.2 The Hospital must consult with any Employees affected by the proposed change and their representatives (if any).

9.2.3 For the purpose of the consultation, the Hospital must:

(a) provide to the Employees and representatives (if any) mentioned in clause 9.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

9.2.4 The Hospital must consider any views provided under clause 9.2.3(b).

9.2.5 Clause 9.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

10.0. EMPLOYMENT CATEGORIES

10.1 Full Time Employees

10.1.1 Full time employees:

(a) will be required to work 38 ordinary hours per week ("**Ordinary Hours**"); and

(b) may be required to work reasonable additional hours.

10.2 Part Time Employees

10.2.1 Part time Employees:

(a) will be required to work less than 38 ordinary hours per week ('**Ordinary Hours**'); and

(b) may be required to work reasonable additional hours.

10.2.2 Before commencing part-time employment, the Hospital and the Employee will agree, in writing, the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of this agreement may be varied by agreement and recorded in writing.

10.2.3 The terms and conditions of this Agreement will apply on a pro rata basis to part time Employees.

10.2.4 The Hospital will regularly monitor part-time working hours, and will consider any genuine request made by a part-time Employee to vary their guaranteed contracted hours.

10.3 Casual Employees

10.3.1 A casual Employee is an Employee engaged and paid as a casual Employee. A casual Employee will be provided with hours of work on a '*as-and-when required*' basis. From time to time a casual Employee may be rostered on a regular basis but such rosters do not provide an entitlement to regular or continuous work.

10.3.2 A casual Employee, whilst working Ordinary Hours, will be paid a loading of

25% in addition to the relevant ordinary hourly rate of pay for a full-time Employee, as specified in this Agreement. The casual loading is paid in lieu of entitlements such as paid annual leave, paid personal/carer's leave, paid compassionate leave, public holidays and redundancy entitlements.

10.4 Confirmation of Type of Employment

Employees will be advised of the status of their employment prior to starting work with the Hospital.

11. CLASSIFICATIONS, SALARIES, PAYMENTS AND BENEFITS

11.1 Salaries

11.1.1 Employees' salaries will increase during the life of this Agreement as follows:

- (a) from the date this Agreement is approved by a valid majority of Employees ("**First Increase**"): 2.5%
- (b) from the date 12 months and 7 days after this Agreement is approved by the Commission ("**Second Increase**"): 3.5%
- (c) from the date 24 months and 7 days after this Agreement is approved by the Commission ("**Third Increase**"): 3.5%

11.1.2 Full time and part time Employees will be paid the applicable annualised salary for their classification in accordance with the table below:

Agreement Classification	First Increase (2.5%)	Second Increase (3.5%)	Third Increase (3.5%)
Enrolled Nurse	\$	\$	\$
1st Year of Service	57,539	59,553	61,638
2nd Year of Service	58,755	60,811	62,939
3rd Year of Service	59,977	62,076	64,249
4th Year of Service	61,199	63,341	65,558
5th Year of Service	62,423	64,608	66,869
Medication Endorsed			
1st Year of Service (Cert IV Entry)	65,897	68,203	70,590
2nd Year of Service (Diploma Entry)	67,151	69,501	71,934
3rd Year of Service	68,077	70,460	72,926
Registered Nurse-Level 1			
1st year of service	63,028	65,234	67,517
2nd year of service	66,074	68,387	70,780
3rd year of service	69,127	71,547	74,051
4th year of service	72,174	74,700	77,315
5th year of service	75,222	77,855	80,580
6th year of service	78,268	81,007	83,843
7th year of service	81,316	84,162	87,108
8th year of service	83,959	86,897	89,938

9th year of service	85,232	88,215	91,302
Registered Nurse - Level 2			
1st year of service	86,996	90,041	93,192
2nd year of service	89,021	92,137	95,361
3rd year of service	89,296	92,422	95,657
4th year of service	93,064	96,322	99,693
Clinical Nurse Manger Level 3			
1st year of service	99,231	102,704	106,299
2nd year of service	101,616	105,172	108,854
3rd year of service	103,891	107,527	111,291
4th year of service	106,223	109,941	113,789

11.2 Classifications

11.2.1 “Registered Nurse” means a nurse registered as such with the Australian Health Practitioner Regulation Agency (AHPRA) under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

11.2.2 “Enrolled Nurse” means a nurse enrolled as such with the Australian Health Practitioner Regulation Agency under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

11.2.3 “Enrolled Nurse (Medication Endorsed)” means an Enrolled Nurse that is authorised to administer medications, and who is required by The Eye Hospital to administer medication.

11.3 Australian Health Practitioner Regulation Agency (AHPRA)

11.3.1 Both Enrolled and Registered Nurses are required to maintain their enrolment/registration to practice through AHPRA, and are accordingly bound by the professional and ethical boundaries stipulated in the policy documents set by the Australian Nursing and Midwifery Council of Australia, or howsoever titled.

11.4 Pay Point Advancement

11.4.1 Employees will advance through pay points within a classification level on the completion of 1786 hours of experience, exclusive of time spent on annual leave.

11.5 Payment of Wages

11.5.1 The net amount of an Employee's wage will be paid fortnightly in arrears, by electronic funds transfer, to an account chosen by the Employee, or by any other method agreed between The Eye Hospital and the individual Employee.

11.5.2 For each hour of work performed, a casual Employee will be paid on an hourly basis at 1/1976th of the annual rate prescribed for a full time Employee for the classification in which the casual Employee is engaged, plus the applicable casual loading.

11.5.3 An Employee will be notified in writing of any changes to their ordinary hourly

rate of pay, as may be agreed between the Employee and The Eye Hospital.

11.6 Multiple Benefits

11.6.1 Where an Employee is entitled to receive more than one loading, overtime rate, penalty rate etc, the Employee will be entitled to receive only one of those benefits. The benefit which will be paid to the Employee in this situation will be the one which provides the greatest financial benefit to the Employee. For example, if the Employee is required to work overtime on an afternoon shift, on a Monday, which also happens to be a Public Holiday, the Employee will be paid the greater of the three penalty rates, and not all three.

12. HOURS OF WORK

12.1 All full time and part time Employees will be engaged as day workers, and may be required to work whenever The Eye Hospital is open for business, which will generally be Monday to Friday 07:00 to 20:00. Where an Employee is required to work outside of these times, the applicable overtime rate will apply.

12.2 An Employee's finishing time may be varied to either earlier or later subject to the surgical requirements and mutual agreement between an Employee and The Eye Hospital. Provided that the above span of Ordinary Hours cannot be altered and overtime (where applicable) will be paid in accordance with this Agreement.

12.3 The Ordinary Hours of work for a full time or part time Employee may be worked to a maximum of eight (8) Ordinary Hours on any day. Provided that by mutual agreement, in writing, between the Hospital and an individual Employee, an Employee's Ordinary Hours of work may be extended to a maximum of ten (10) Ordinary Hours per day. The ability to extend Ordinary Hours to a maximum of ten (10) on any day will not be a condition of employment for any new Employee.

12.4 Casual Employees may be rostered for shifts of a minimum of three (3) hours in length on weekday or weekend shifts.

13. ROSTER ARRANGEMENTS

13.1 The Hospital will display a roster in a place accessible to Employees covered by the roster. The roster will set out relevant Employees' starting shift time. The roster will be posted at least two weeks before its commencement.

13.2 Rostering will continue as per current practices in relation to generally a day and afternoon shift format.

13.3 As far as reasonably practicable, rosters will be prepared at least four (4) weeks in advance, and will take into account an Employee's regular or preferred pattern of work.

13.4 Subject to other clauses of this Agreement, Employees will work at times and on days as required by the Hospital. The Eye Hospital will not change the roster without providing an Employee whose hours are changed with at least seven (7) days' notice (excluding casual employees), except in an emergency or as agreed at any time between the Hospital and the Employees whose rostered hours are to be changed. Roster arrangements may be altered by mutual agreement between the Hospital and an individual Employee at any

time.

- 13.5 Time will be allocated to Employees who have responsibilities outside of direct clinical care for example (but not limited to) education, quality initiatives and research applicable to their position

14. TRAINING/PROFESSIONAL DEVELOPMENT

- 14.1 Employees will, if directed by the Hospital, attend training sessions. The training sessions may be in the workplace or other locations as necessary for the training.
- 14.2 Mandatory training will be paid at the appropriate rate as per this Agreement to an Employee on duty, and at the ordinary rate of pay for an Employee attending in their own time.
- 14.3 Each Employee will be eligible to apply to attend one (1) conference each financial year. Approval of the Hospital must be granted prior to enrolment. If the Employee identifies a conference which is relevant to their employment, and if attendance is approved by the Hospital, the Hospital will provide payment of the conference registration fees. The Employee will receive paid leave of up to a maximum of eight (8) hours per day to attend the conference if it takes place during normal working hours.
- 14.4 The Hospital will provide all full-time Employees with a minimum of 3 study days per year (pro-rata for part-time Employees) to attend in-house training as provided by The Eye Hospital, which may utilise external presenters. Employees attending these study days will be paid at their ordinary rate of pay.
- 14.5 In addition to the study day entitlements prescribed by subclause 14.4 above, new graduate Employees will be provided with four (4) 'study shifts' during the first twelve (12) months of employment following their graduation.

15. OVERTIME

- 15.1 For hours worked in excess of eight (8) hours on any one day (or ten (10) hours on any day where mutually agreed as per clause 12.3 of this Agreement), an Employee will be paid an additional 50% of their ordinary hourly rate for the first 2 hours of overtime, and then an additional 100% of their ordinary hourly rate thereafter.
- 15.2 In calculating overtime, each day stands alone.
- 15.3 Despite the above, an Employee may, with the agreement of The Eye Hospital, elect to bank overtime hours in accordance with the rates contained in this Agreement.
- 15.4 When overtime work is necessary it will, wherever reasonably practicable, be arranged so that Employees have at least eight (8) consecutive hours off duty between the work of successive days.
- 15.5 For workplace health and safety reasons, wherever possible all Employees (including casual Employees) will be afforded an eight (8) hour break between finishing one shift (inclusive of overtime) and the beginning of the next shift.
- 15.6 Where due to unforeseen circumstances it is not possible to comply with clause 15.5, hours worked will be paid at double time until an eight (8) hour break occurs. Alternatively, an Employee (other than a casual Employee) that

has not had at least eight (8) consecutive hours off duty, may be released after completion of such overtime until they have had eight (8) consecutive hours off duty without loss of pay for rostered ordinary time.

- 15.7 An Employee working overtime will receive a paid rest break of 15 minutes after each four (4) hours of overtime worked.

16. CALL BACK ARRANGEMENTS

- 16.1 Except where otherwise specifically provided, an Employee recalled to work after leaving The Eye Hospital's premises (whether notified before or after leaving the Hospital) - or an Employee called to work for an emergency with less than 24 hours' notice - will be paid at the appropriate overtime rate applicable to their salary:

- (a) for the first recall, a minimum payment of four (4) hours' work; and
- (b) for each subsequent recall, a minimum of three (3) hours' work.

- 16.2 Reasonable time spent in getting to and from the Hospital will be regarded as time worked.

- 16.3 For workplace health and safety reasons, wherever possible Employees will be provided with an eight (8) hour break after finishing a call back. Where this is not possible, hours worked will be paid at the applicable overtime rates as per this Agreement, until the Employee is provided an eight (8) hour break.

17. ON CALL ROSTER

- 17.1 Employees may volunteer to be placed on an on call roster between the hours of 7am Saturday and 7 am Monday.

- 17.2 Payment for being on-call will be as follows:

- (a) during the first year of this Agreement: \$5.50 per hour
- (b) during the second year of this Agreement: \$5.69 per hour
- (c) during the third year of this Agreement: \$5.89 per hour.

- 17.3 The above minimum payments recognise the requirement for an Employee to be rostered for a minimum of eight (8) hours on call. This minimum payment may be reduced to four (4) hours by mutual agreement in writing between the Hospital and an individual Employee, where an Employee agrees to be rostered for less than eight (8) hours on call.

- 17.4 An Employee who chooses to be included on the on-call roster, when rostered for on call duty, must remain ready for work and in a suitable condition to commence work.

- 17.5 Employees will have two (2) consecutive on call free days each week, unless mutually agreed.

18. BANKING OF HOURS

- 18.1 Full time or part time Employees may, by agreement with the Hospital:

- (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or

(b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu (TOIL) of payment for the additional hours worked; or
(c) set off the additional hours worked against any hours banked under the subclause above.

- 18.2 Employees who work less than their rostered or contracted hours will nevertheless be paid as if those rostered or contracted hours had been worked during the roster cycle or contract period.
- 18.3 Hours banked under this provision will be banked on the basis of their ordinary time equivalent. (for example, two hours overtime normally paid at double time will be banked as 4 hours).
- 18.4 Hours worked under this provision outside of the spread of Ordinary Hours will be converted to the applicable penalty rate (for example 4 hours worked on a public holiday paid at the rate of double time and a half will be banked as 10 hours).
- 18.5 An Employee may not accumulate more than 76 hours in their bank at any one time.
- 18.6 Employees who have accumulated hours to be worked must be given first option to work additional hours prior to the use of on-call or casual Employees.
- 18.7 The Hospital must keep proper records of all hours accrued and worked by each Employee. Employees will be entitled to full access to their record of hours accrued and worked under this clause.
- 18.8 Where on termination of employment an Employee has not worked all of his/her banked hours, The Eye Hospital may deduct monies paid to the employee for those banked hours from any entitlements owing to the employee by the Hospital, including from payment due for accrued annual leave and long service leave at the ordinary rate of pay.
- 18.9 Where on termination of employment an Employee has a remaining TOIL balance, the Employee will be paid for those hours at the ordinary rate of pay.
- 18.10 Banked hours will be taken at times mutually agreed between the Hospital and the Employee. If mutual agreement cannot be reached, the Hospital may require an Employee to take banked hours at certain times to ensure efficient use of resources.
- 18.11 For the avoidance of doubt, part-time Employees may bank hours worked on any day in excess of their contracted daily hours and up to a maximum of eight (8) hours, or ten (10) hours by agreement, at their ordinary rate. Hours worked in excess of 8 hours (or 10 hours by agreement – see subclause 12.3) in any day may be converted to the applicable overtime rate and banked.

19. SALARY SACRIFICE

- 19.1 The Hospital will allow all Employees to choose to salary sacrifice in accordance with this clause.
- 19.2 Salary sacrifice is an arrangement for the payment of wages or salary and any other component of remuneration payable under this Agreement whereby the

total remuneration is broken into a cash and a non-cash component.

- 19.3 The total remuneration will not be less than the cumulative entitlements provided for in this Agreement. Employer payments in the form of superannuation contributions will be the only form of salary sacrifice available. The amount an Employee can salary sacrifice for superannuation will be limited to the aged based limit under Section 82AAC(2) of the *Income Tax Assessment Act 1936*, as amended from time-to-time.
- 19.4 Salary sacrifice is to be entered into on a voluntary basis. Employees are reminded that Employer-contributed Occupational Superannuation entitlements may be adversely affected by salary sacrifice arrangements.
- 19.5 It is the Hospital's intention, as far as possible, to maintain a worthwhile salary sacrificing program for eligible Employees. Where legislative (e.g. *Fringe Benefits Tax Act 1986* and/or *Income Tax Assessment Act*) or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from the Agreement, the Eye Hospital will not be liable to make up the salary benefits lost by a staff member as an Employee.
- 19.6 Employees are solely responsible for obtaining their own financial advice and/or counselling.

20. MEAL BREAKS

- 20.1 Employees are entitled to a paid break of 30 minutes if they are required to work more than four (4) continuous hours in any one (1) day.
- 20.2 Payment of the meal break is in recognition that Employees are not able to leave the Hospital during a meal break, and that they may be interrupted during their meal break.
- 20.3 For the avoidance of doubt, the overtime provisions of the Modern Award for work during meal breaks do not apply.
- 20.4 It is the intention of the parties that, notwithstanding the provisions of this clause, Employees are able to take a meal break at some stage during each shift.

21. UNIFORMS

- 21.1 The Hospital will continue to provide and launder uniforms for all Employees who work in the theatre and recovery areas.

22. OTHER ALLOWANCES

22.1 Post Graduate Qualification Allowance

- 22.1.1 A Registered Nurse who holds a Hospital/Graduate certificate or equivalent will, in addition to their ordinary rate of pay, be paid an allowance equivalent to 4.0% of their hourly rate of pay. Only one qualification allowance will be payable to each Employee. It must be demonstrated that the qualification is relevant to the Employee's current area of practice and is being utilised.
- 22.1.2 A Registered Nurse who holds a post graduate diploma or a degree (other than a nursing undergraduate degree) will, in addition to their ordinary rate of pay, be paid an allowance equivalent to 6.5% of their hourly rate of pay.

22.1.3 A Registered Nurse who holds a Masters or Doctorate will, in addition to their ordinary rate of pay, be paid an allowance equivalent to 7.5% of their hourly rate of pay.

22.1.4 An Enrolled Nurse who holds a post graduate certificate or diploma will, in addition to their ordinary rate of pay, be paid, an allowance equivalent to 4% of their hourly rate of pay. It must be demonstrated that the qualification is deemed to be higher than the initial qualification of an Enrolled Nurse, such as an advanced diploma, and must be relevant to the Employee's current area of practice and is being utilised.

22.2 In Charge Allowances

22.2.1 In the absence of the Theatre Manager and 2IC, a Level 1 Nurse who is appointed by the Hospital to assume the in-charge role for four (4) hours or more will be paid an in-charge allowance as follows:

(a) during the first year of this Agreement: \$3.82 per hour

(b) during the second year of this Agreement: \$3.95 per hour

(c) during the third year of this Agreement: \$4.09 per hour.

22.2.2 This allowance will not be payable where a Level 2 Nurse is appointed by The Eye Hospital to assume the in-charge role of a clinical or management unit.

22.2.3 This allowance will increase in the second and third year of this Agreement by the same percentage as the annual wage increase.

22.3 Payment for Higher Duties

22.3.1 In the absence of the Theatre Manager for a period of five (5) or more consecutive days, a Level 1 or Level 2 Nurse assigned to fill the Theatre Manager role will be entitled to payment for higher duties, subject to the following:

(a) The Eye Hospital appoints the Nurse into such role and such appointment is accepted by the Nurse;

(b) The Nurse will be paid for the full period he/she is performing such duties at the minimum ordinary rate prescribed for that higher position under this Agreement;

(c) To receive this allowance, the Nurse will be required to assume some of the managerial responsibilities associated with the position, for example, attendance at management meetings and dealing with day-to-day staffing issues, etc as would be required by the Theatre Manager and/or 2IC on a daily basis.

22.3.2 A Nurse entitled to payment for higher duties will, as per current practice, be paid at the Year 1 rate for the next highest classification level to their own in this Agreement.

23. ANNUAL LEAVE

23.1 For each year of continuous service, full time and part time Employees will

accrue 4 weeks' annual leave (to a maximum of 152 hours per year for a full time employee) which, when taken, is paid at the Employee's ordinary time rate of pay that the Employee would receive for working Ordinary Hours in the period of leave.

- 23.2 Except for the amount of annual leave, Employees' annual leave entitlements are, in all other respects in accordance with the relevant provisions of the Act. Annual leave is cumulative and will accrue on a pro rata basis throughout the year.
- 23.3 The Hospital may direct Employees to take any annual leave accrued to the Employees, in circumstances where there is a close down of that part of The Eye Hospital's business in which the Employees work, such as during the Christmas/New Year period. If an Employee does not have enough accrued annual leave to cover all or part of the close down period, the relevant Employees agree that they will take leave without pay. Employees may use their banked hours during periods where there is a close down.
- 23.4 The Eye Hospital is also able to direct an Employee to take up to a quarter of their annual leave entitlement if the Employee has an annual leave balance greater than eight (8) weeks.
- 23.5 Employees will be paid an additional 17.5% loading on top of their ordinary pay for the period that the Employee is on annual leave. This loading is not payable for annual leave taken in advance.
- 23.6 An Employee may elect to forgo some of their paid annual leave and receive a payment instead of actually taking that paid annual leave or continuing to accrue it, subject to the Hospital's approval. Leave cannot be cashed out in advance of it being accrued. The amount of annual leave an Employee can forgo is limited to any annual leave in excess of the "Protected Amount". For a full-time Employee, the Protected Amount is four (4) weeks. Accordingly, an Employee can only cash-out paid annual leave if the Employee retains an accrual of at least four (4) weeks of paid annual leave immediately following the cash out.
- 23.7 An Employee wanting to cash out annual leave must give the Hospital notice in writing. The notice must be in a form acceptable to the Hospital. The Hospital will consider the notice and confirm its decision with the Employee. Each cashing out of accrued annual leave must be by a separate agreement in writing between the Hospital and the Employee.
- 23.8 If the Eye Hospital approves a cashing out request, the Hospital will pay that Employee, at a mutually agreed time, the amount of pay that Employee is entitled to receive in lieu of the Employee taking (or continuing to accrue) the relevant amount of annual leave.
- 23.9 "Pay" in this clause means an Employee's base rate of pay.

24. PERSONAL/CARER'S LEAVE

- 24.1 For each year of continuous service, full time and part time Employees will accrue 20 days' personal leave (to a maximum of 152 hours per year for a full time employee) which, when taken, is paid at the basic ordinary time rate of pay (i.e. the ordinary rate exclusive of any shift loading or other penalty rate)

that the Employee would receive for working Ordinary Hours in the period of leave.

- 24.2 Except for the amount of personal leave and the terms of clause 24.3, an Employees' personal leave entitlement is, in all other respects, in accordance with the relevant provisions of the Act. Personal leave is cumulative and will accrue on a pro rata basis throughout the year.
- 24.3 An Employee may request access to their accrued personal/carer's leave if they are experiencing domestic violence or caring for a member of their immediate family or household who is experiencing domestic violence. The Eye Hospital will not unreasonably refuse requests for leave made under this clause, and encourages Employees to speak in confidence with their Manager without hesitation.
- 24.4 Personal/carer's leave includes personal sick leave (paid and unpaid) and carer's leave (paid and unpaid), in accordance with the Act.
- 24.5 The Eye Hospital requires Employees to provide reasonable evidence, such as a doctor's certificate or statutory declaration, of the Employee's need to take personal/carer's leave.
- 24.6 Employees must also comply with The Eye Hospital's Personal Leave Policy, which includes notification requirements.
- 24.7 Each Employee may take up to five (5) personal (i.e. sick) days without needing to provide supporting evidence, This reflects the nature of the Employees' work (e.g. exposure to illness etc), and the professional knowledge base of the Hospital's Employees.
- 24.8 "Pay" in this clause means an Employee's base rate of pay.

25. COMPASSIONATE LEAVE

- 25.1 Employees are entitled to take up to two (2) days' compassionate leave on each occasion a member of the Employee's household or immediate family, contracts or develops a personal illness or injury that poses a serious threat to their life, or dies.
- 25.2 Full time and part time Employees may take paid compassionate leave. Casuals may take unpaid compassionate leave.
- 25.3 The leave can be taken in two (2) consecutive days, two (2) single days or in two distinctly separate periods if the Hospital and the Employee agree.
- 25.4 Additional leave may be granted at the discretion of the Hospital. Such leave will be unpaid.
- 25.5 For the purposes of this Agreement:
- (a) "Immediate family member" means: a Spouse, Child, parent, grandparent, grandchild or sibling of an Employee; and a Child, parent, grandparent, grandchild or sibling of an Employee's Spouse.
- (b) "Child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child.

(c) "Spouse" includes a former spouse, a de-facto partner and a former de-facto partner irrespective of whether the persons are of the same sex or different sex.

26. PARENTAL LEAVE

26.1 Employees are entitled to parental leave in accordance with the Act, as amended from time to time.

27. LONG SERVICE LEAVE

27.1 Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1976* (Tas), as varied from time to time.

28. PUBLIC HOLIDAYS

28.1 Employees are entitled to a day off on a public holiday, as defined in this clause.

28.2 The following days, unless substituted by or under a law of Tasmania, will be public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Launceston Cup Day (half day from 11am);
- (d) Eight Hour Day (Labour Day)
- (e) Good Friday;
- (f) Easter Monday;
- (g) ANZAC Day;
- (h) Queen's Birthday;
- (i) Royal Launceston Show Day;
- (j) Recreation Day;
- (k) Christmas Day; and
- (l) Boxing Day.

28.3 Arrangements for the public holidays listed above will be in accordance with the *Statutory Holidays Act 2000* (Tas), including where a public holiday is declared to be in substitution of, or in addition to, the above public holidays.

28.4 Where a public holiday falls on a day a part-time or full-time Employee would ordinarily work, and the Employee does not work because of the public holiday, that Employee will be paid for that day at that their ordinary rate of pay.

28.5 The Hospital will not roster Employees so as to avoid payment to eligible Employees in accordance with clause 28.4.

29. INSPECTION OF PERSONAL PROPERTY

29.1 The Hospital may request to inspect an Employee's property (including bags, lockers and pockets) on the Hospital's premises, at any time, as part of an investigation into an Employee's performance or conduct, as well as for

security, safety and other related reasons. The Employee has the right to be present.

29.2 The Employee may also have a representative of their choice present during the inspection.

30. SUPERANNUATION

30.1 Superannuation is dealt with extensively by federal legislation. That legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties.

30.2 Where the Hospital is obliged to make superannuation contributions in compliance with the legislation, those contributions will be paid into the fund nominated by each Employee or, if the Employee has not nominated a fund, into the Hospital's default fund, Hesta Super Fund - Core Pool.

31. LICENCE / REGISTRATION

31.1 It is a requirement of an Employee's employment that they hold a current nursing registration with the Australian Health Practitioner Regulation Agency (AHPRA).

31.2 An Employee must notify the Hospital immediately if charged with any offence which may effect their ability to maintain nursing registration with AHPRA, or if their licence or registration is suspended or cancelled.

32. EMPLOYMENT POLICIES AND PROCEDURES

32.1 From time to time the Hospital has (and will continue to) put in place various policies and procedures. Employees must comply with the Hospital's policies and procedures.

32.2 Policies and procedures are implemented by the Eye Hospital at the Hospital's prerogative. They may also be varied by the Hospital from time to time. As a result, the Hospital's policies and procedures neither form part of this Agreement, nor do they form part of the Employees' respective contracts of employment.

33. RECOVERY OF OVERPAYMENTS

33.1 The Hospital may recover any previous overpayment of an Employee's salary by making a deduction (or deductions) from any monies due to be paid to the Employee. Any deduction will be subject to the requirements of the Act and subject to consultation with the individual Employee.

34. NOTICE OF TERMINATION

34.1 This clause applies only to full-time and part-time Employees.

34.2 In order to terminate an Employee's employment, the Hospital must give notice to the Employee. The applicable period of notice is based on the Employee's period of continuous service, and is as follows:

Period of Continuous Service	Period of Notice
3 years or less	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 34.3 An Employee aged over 45 and who has completed at least two (2) years' continuous service will receive one (1) additional week of notice.
- 34.4 With respect to any period of notice, The Eye Hospital may do any of the following:
- (a) pay the Employee in lieu of any part or all of the notice period;
 - (b) require the Employee not to report to work during the whole or any part of the notice period;
 - (c) provide the Employee with duties different from those which the Employee would ordinarily perform.
- 34.5 The required amount of payment in lieu of notice is the amount the affected Employee would have earned, and the Hospital would have been liable to pay, if the Employee's employment had continued until the end of the required period of notice. That total must be calculated taking into account:
- (a) the Employee's ordinary hours of work (as it relates to the Employee's employment status); and
 - (b) the amounts ordinarily payable to the Employee in respect of those hours, including, for example, allowances, loadings and penalties, but excluding overtime.
- 34.6 The period of notice in this clause does not apply in the case of an Employee's dismissal for serious misconduct.
- 34.7 The notice of termination required to be given by an Employee is the same as that required of the Hospital, except that there is no requirement on an Employee to give additional notice based on the Employee's age.
- 34.8 Where an Employee provides the Hospital with less than the required amount of notice of termination of the Employee's employment, The Eye Hospital may deduct from any remaining payment due to the Employee from The Eye Hospital under this Agreement or the NES, a monetary amount equal to the amount of notice which the Employee failed to provide to the Hospital.
- 34.9 If an Employee and the Hospital agree, an Employee may be released prior to the expiry of the notice period, with payment of wages or salary to the date of termination only.

35. REDUNDANCY

- 35.1 This clause applies only to full-time and part-time Employees.
- 35.2 The Parties to this Agreement recognise that redundancy, when it occurs, may be both sensitive and stressful, and needs to be handled in a delicate manner. Where the Hospital believes it may be necessary to make one or more positions within the business redundant, the Hospital agrees to commence a process of ongoing consultation with the Employees.
- 35.3 Subject to the exceptions outlined below, if The Hospital terminates an Employee's employment because of redundancy then, in addition to the required period of notice provided in this Agreement, the affected Employee will be entitled to a redundancy payment based upon the Employee's period

of continuous service with the Hospital, as at the time of termination. The particular payment is to be determined from the following table:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

35.4 A redundancy payment will not be payable in any of the following circumstances:

- (a) the Employee's period of continuous service with the Hospital is less than 12 months;
- (b) the Eye Hospital does not employ 15 or more employees at the earlier of the following times:
 - (i) the time the Employee is given notice of the redundancy; or
 - (ii) immediately prior to the Employee's employment being terminated;
- (c) the Employee's employment is terminated as a consequence of misconduct, performance issues, negligence, abandonment, neglect or refusal of duty, or voluntary resignation by the Employee at any time prior to the expiry of the notice of redundancy;
- (d) the Employee's employment is terminated due to the ordinary and customary turnover of labour including, but not limited to, circumstances in which the Hospital loses a contract, upon which the continuing employment of certain Employees with the Hospital, is reliant;
- (e) if the Hospital offers the Employee alternative employment or obtains an offer of alternative employment from another employer and, in the opinion of the Hospital, the Employee unreasonably declines to accept that offer;
- (f) where the transfer of business rules under relevant legislation do not require the Hospital to provide redundancy pay;
- (g) the Employee is a casual Employee;
- (h) the Employee is a trainee or apprentice;
- (i) the Employee is an Employee engaged for a specified period of time or for a specified task or tasks;

- (j) the Employee is serving a period of probation or the minimum employment period;
- (k) the Employee is a seasonal Employee; and/or
- (l) the Employee is a daily or weekly hire Employee, whose employment is subject to seasonal factors and production workloads.

35.5 The Hospital will provide access in paid time to consult a financial adviser to each Employee who is offered a redundancy, or who expresses an interest in a redundancy. The Hospital will also provide a fully detailed statement to each Employee at the time when the Employee is consulted regarding a redundancy.

35.6 Voluntary Redundancy

35.6.1 If the Hospital makes a position(s) redundant, the Hospital will, in the first instance, seek expressions of interest from all Employees in volunteering for a redundancy package

35.6.2 The Hospital will only be required to seek such expressions of interest from Employees employed at the same worksite and in the same classification as the position(s) being made redundant.

35.6.3 In assessing applications for voluntary redundancy, the parties acknowledge the Hospital will take into account the skill and operational requirements of the business.

35.7 In this Agreement:

- (a) "weeks' pay" means the Employee's ordinary hourly rate of pay multiplied by the Employee's ordinary hours (as it relates to the Employee's employment status) for a week and will exclude: overtime; penalty rates; disability allowances; shift allowances; special rates; fares and travelling time allowances; bonuses; superannuation; car allowances and any other ancillary payments; as well as the value of any Company vehicle provided to the Employee; and
- (b) "redundancy" means circumstances where an Employee's employment is terminated at the Hospital's initiative because the Hospital no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

36. RETURN OF PROPERTY

36.1 Immediately upon the termination of an Employee's employment for any reason, or otherwise at the Hospital's request, an Employee must return to the Hospital all property belonging to the Hospital, and any information which relates to the business of the Hospital or its clients or potential clients, which is in the Employee's custody, possession or control, including, but not limited to, all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).

37. DISPUTE RESOLUTION PROCESS

37.1 This clause applies to the resolution of any dispute regarding a matter(s) under this Agreement and/or the NES.

- 37.2 The Employees and the Hospital must genuinely attempt to resolve any disputes at the workplace level.
- 37.3 If a matter in dispute cannot be resolved at the workplace level, an Employee or the Hospital may refer the matter to an alternative dispute resolution process in an attempt to resolve the matter.
- 37.4 The Eye Hospital and the Employee concerned will determine if the alternative dispute resolution process is to be conducted by the Commission in accordance with the Act, or any other provider, in accordance with the Act. If agreement cannot be reached in relation to the use of another provider, the Commission will be utilised.
- 37.5 During the alternative dispute resolution process, affected Employees and The Eye Hospital must genuinely attempt to resolve the dispute using the dispute resolution process which has been selected by the Hospital.
- 37.6 While the dispute is being resolved Employees must:
- (a) continue to work in accordance with this Agreement and their contract of employment, unless an Employee has a reasonable concern about an imminent risk to their health or safety; and
 - (b) comply with any reasonable direction given by the Hospital to perform other available work, either at the same workplace or another workplace.
- 37.7 In directing an Employee to work at another workplace the Hospital will have regard to:
- (a) the provision (if any), of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that applies to the affected Employee or that other work; and
 - (b) whether that work is appropriate for the Employee to perform.
- 37.8 Both the Employer and the Employee(s) may be represented at any stage of the dispute resolution process.
- 37.9 If the dispute is not resolved through mediation, the parties agree to refer the matter to the Commission for arbitration, subject to usual appeal rights.

38. WORKLOAD MANAGEMENT

- 38.1 The Hospital and its Employees have a shared responsibility to maintain a balanced workload, and recognise the adverse effects that excessive workloads may have on Employees and the quality of patient care.
- 38.2 The Hospital will accordingly establish a regular consultative mechanism at which workload-related issues can be specifically discussed. Such matters may include, but are not limited to, rostering, work methods, skill mix and overall staffing levels.

39. OTHER NES ENTITLEMENTS

- 39.1 For the avoidance of doubt, Employees will receive all other NES entitlements not otherwise expressly referenced in this Agreement, including leave to deal with family and domestic violence and the right to request flexible working arrangements.

40. CASUAL CONVERSION

- 40.1 Our Regular Casual Employees may request conversion to full-time or part-time employment in accordance with this clause.
- 40.2 For the purposes of this clause, a “Regular Casual Employee” means a casual employee who has worked a pattern of ongoing hours during the last 12 months which, without significant adjustment, they would be able to continue working as either a full-time or part-time Employee under this Enterprise Agreement.
- 40.3 A Regular Casual Employee who has worked an average of 38 hours per week over the preceding 12 months may request conversion to full-time employment.
- 40.4 A Regular Casual Employee who has worked less than an average of 38 hours per week over the preceding 12 months may request conversion to part-time employment, with their guaranteed hours to be based on their average weekly hours over that preceding 12 month period.
- 40.5 All requests for casual conversion must be made in writing and be given to the CEO/DoN.
- 40.6 The Hospital may refuse any request for casual conversion made by an eligible employee on reasonable business grounds following consultation with the employee. “Reasonable business grounds” include, but aren’t only limited to, the following:
 - (a) the conversion would require significant adjustment to the Employee’s hours of work (that is, the Employee is not a Regular Casual Employee);
 - (b) it’s known or reasonably foreseeable that the Employee’s position will cease to exist within the next 12 months;
 - (c) it’s known or reasonably foreseeable that the Employee’s hours will be significantly reduced within the next 12 months;
 - (d) it’s known or reasonably foreseeable that there’ll be a significant change in the Employee’s days and/or times of work within the next 12 months, and this can’t be accommodated within the days and/or hours the Employee is available to work.
- 40.7 To be clear, a reason for refusal can only be reasonable if it is based on facts which are known or reasonably foreseeable.
- 40.8 A decision by the Hospital to refuse an Employee’s request for casual conversion will be confirmed in writing within 21 days of the request being received. That response will include the reason or reasons for the refusal.
- 40.9 If the Hospital approves an Employee’s request for casual conversion, the following matters must then be discussed and recorded in writing:
 - (a) the Employee’s new type of employment (that is, full-time or part-time); and
 - (b) if the Employee will become a part-time Employee, the guaranteed minimum number of hours the employee will work, and the rostering arrangements which will apply to those hours (as per clause 10.2.2).
- 40.10 Any conversion agreed under this clause will commence from the beginning

of the next usual pay cycle after agreement has been reached, unless the parties agree otherwise.

40.11 An Employee who converts to part-time or full-time employment may only revert to casual employment with the Hospital's written agreement.

40.12 The Hospital will not:

(a) engage and re-engage (or refuse to re-engage) a casual; or

(b) reduce or vary a casual Employee's hours;

to avoid any rights or obligations provided by this clause.

40.13 For the avoidance of doubt:


(a) a casual Employee is not obliged – and cannot be required – to convert to part-time or full-time employment under this clause; and

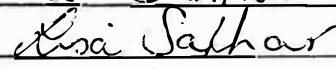
(b) this clause does not require the Hospital to increase a casual Employee's hours.

SIGNATORIES:



Dated this 15 day of MAY 2020

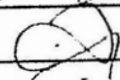
For The Eye Hospital Pty Ltd (ABN 621 203 149 81):

Signature: 
Full Name: TIMOTHY PUTE
Position: OPERATIONS MANAGER - SOUTH
Address: UNIT 1100 VICTORIA ROAD
EAST MILDURAH

Witness: L. Sahhar
Signature: 
Full Name: LISA SAHHAR

For Employees

Signature: 
Full Name: Christina McGee
Position: Theatre Manager
Address: 

Witness: f. barty
Signature: 
Full Name: Fiona May Barty

IN THE FAIR WORK COMMISSION

FWC Matter No. AG20202/1263

Applicant: The Eye Hospital Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS

I, Tim Puyk, on behalf of The Eye Hospital Pty Ltd, give the following undertakings, pursuant to section 190 of the *Fair Work Act 2009*, with respect to the proposed *Eye Hospital Nurses Enterprise Agreement 2020* ("**Agreement**"). I have the authority given to me by the CURA Day Hospitals Group (being the ultimate owner and operator of The Eye Hospital) to provide these undertakings in relation to the application before the Fair Work Commission ("**Commission**").

The Eye Hospital Pty Ltd undertakes:

- (a) to read and apply clause 16 of the Agreement as though it contained the following additional paragraph:

"16.4 The Hospital will never call back a Nurse to work on a public holiday where such work would qualify for payment at overtime rates under the Nurses Award 2010."

- (b) to read and apply clause 17 of the Agreement as though it contained the following additional paragraph:

"17.6 An Employee who is on-call and who is subsequently contacted and required to attend the Hospital will be paid for a minimum of four (4) hours at the applicable overtime rate of pay."

These undertakings are provided on the basis of issues raised by the Deputy President in the application before the Commission, and will be attached to the Agreement if approved by the Commission.



Signature

Tim Puyk

Name

Operations Manager - South

Title

24 06 2020

Date