



# DECISION

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

**Sydney Day Surgery - Prince Alfred Pty Ltd T/A Sydney Day Surgery -  
Prince Alfred**  
(AG2020/2358)

## **SYDNEY DAY SURGERY – PRINCE ALFRED NURSING EMPLOYEES ENTERPRISE AGREEMENT 2020**

Health and welfare services

COMMISSIONER JOHNS

SYDNEY, 14 SEPTEMBER 2020

*Application for approval of the Sydney Day Surgery - Prince Alfred Nursing Employees  
Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Sydney Day Surgery - Prince Alfred Nursing Employees Enterprise Agreement 2020* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Sydney Day Surgery - Prince Alfred Pty Ltd T/A Sydney Day Surgery - Prince Alfred. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. 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. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, 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.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 September 2020. The nominal expiry date of the Agreement is 20 September 2023.



COMMISSIONER

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**Annexure A**



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

# **Sydney Day Surgery – Prince Alfred Nursing Employees Enterprise Agreement 2020**

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## 1.0 PRELIMINARY PROVISIONS

### 1.1 Agreement Title

Our Enterprise Agreement is named the *Sydney Day Surgery – Prince Alfred Nursing Employees Enterprise Agreement 2020*. This Enterprise Agreement replaces the *Sydney Day Hospital – Prince Alfred Nursing Employees Enterprise Agreement 2012-2015* (AG2012/8174).

### 1.2 Parties to this Enterprise Agreement

The parties to our Enterprise Agreement are:

- a) The Cura Day Hospitals Group (ABN 49 125 245 409), and operating as the Sydney Day Surgery – Prince Alfred, in the state of New South Wales, and referred to as ‘the Employer’, ‘the CEO/DoN, ‘us’, or ‘the ‘Hospital’.

and

- b) Registered Nurses (RNs), Enrolled Nurses (ENs), Clinical Nurses (CNs), and Assistants in Nursing (AINs) who are appointed by the Hospital in accordance with this Enterprise Agreement, and who are referred to as ‘Nursing Staff’, ‘Nurses’ or ‘you’.

Collectively, the Hospital and the Nursing Staff will be referred to as ‘we’ or ‘the parties’.

### 1.3 Definitions

(a) AHPRA: means the Australian Health Practitioner Regulation Agency.

(b) “Casual Nurse”: means a Nurse who is engaged and paid by the hour.

(c) "Day Worker": For the purposes of this Enterprise Agreement, a day worker will mean a Nurse engaged to work day work Monday to Friday inclusive.

(d) “NES” means the National Employment Standards, as contained in the *Fair Work Act 2009*.

(e) “Permanent Part-Time Nurse”: means a Nurse who is permanently appointed by an employer to work hours which are less than those prescribed for a full-time Nurse.

(f) "Registered Nurse": means a person registered by AHPRA.

#### **1.4 Commencement and Nominal Expiry Date**

(a) This Enterprise Agreement will commence seven days after receiving approval from the Fair Work Commission and will nominally expire three years from the date of commencement, unless varied or cancelled earlier in accordance with the procedures set out in the *Fair Work Act 2009* or any legislation that supersedes the *Fair Work Act 2009*.

(b) Approximately six months before the Nominal Expiry Date, the Hospital will discuss with Nurses whether to commence negotiations towards a new Enterprise Agreement.

#### **1.5 Application**

Our Enterprise Agreement applies to the CURA Group Surgery known as the 'Sydney Day Surgery – Prince Alfred' operating at:

Royal Prince Alfred Hospital Medical Centre  
106/100 Carillon Avenue  
NEWTOWN NSW 2042

#### **1.6 Relationship to Modern Award and NES**

This is a stand-alone Enterprise Agreement. It is not the intention of the parties for this Enterprise Agreement to be read in conjunction with any other Modern Award.

The parties intend this Enterprise Agreement will contain all of the agreed terms and conditions of employment relevant to Nursing Staff employed at the Hospital. We believe this will assist us to preserve and protect the existing employment conditions for our valued Nursing Staff.

In addition to the terms contained within this Enterprise Agreement, any NES providing more generous terms and conditions to nursing employees will prevail over the terms contained within this Enterprise Agreement.

### **2.0 VARIATION AND TERMINATION OF THIS ENTERPRISE AGREEMENT**

This Enterprise Agreement may be varied or terminated in accordance with the procedures set out in the *Fair Work Act 2009* or any legislation which supersedes the *Fair Work Act 2009*.

### **3.0 HOURS OF WORK AND BREAKS**

#### **3.1 Hours of Work**

(a) The ordinary hours of work for Nurses will not exceed 38 hours per week over five days of not more than ten hours each, generally from Monday to Friday inclusive, and will be consecutive except for meal breaks. Work will commence on each day between

the hours of 6am and 12 noon. Work commencing after 12 noon will attract the applicable shift loading as per clause 5.5.

(b) Occasional Saturday work may be required. When work is performed on a Saturday, it will be paid:

- at the rate of time and a half, if the work forms part of the Nurse's ordinary hours of work; or
- at the rate of time and a half for the first two hours and then at double time, if the work does not form part of the Nurse's ordinary hours of work

No other penalties or loadings will be payable in addition to these higher Saturday rates.

(c) Nurses will usually be rostered to work 38 hours per week. If a Nurse is rostered to work 40 hours per week, they may elect to be paid at the applicable overtime rate for the 39<sup>th</sup> and 40<sup>th</sup> hours worked each week or, instead, may accrue time off in lieu (TOIL) for all such hours.

(d) Where a Nurse elects to accrue TOIL, it will accrue at the applicable overtime rate. For example, where a Nurse would ordinarily receive payment for one hour of overtime at the rate of time and a half, that Nurse will accrue 1.5 hours of TOIL.

(e) Where a Nurse elects to accrue TOIL, time taken shall be on an hour-for-hour basis. For example, where a Nurse takes one hour of TOIL, their TOIL balance will be reduced by one hour.

(f) The maximum length of any single rostered shift will not exceed 12 hours. Shift work will not be required as the Hospital is not generally operational outside of normal business hours, and is generally open from Monday to Friday with only occasional Saturday work being required.

### **3.2 Reasonable Additional Hours**

(a) Subject to subclause (b), the CEO/DoN may require a Nurse to work reasonable additional hours.

(b) A Nurse may refuse to work additional hours if the working of those hours would result in the Nurse working hours which are unreasonable.

(c) For the purposes of subclause (b), what is reasonable or unreasonable will be determined by having regard to:

- (i) the risk to the Nurse's health and safety;
- (ii) the Nurse's personal circumstances including any family and carer responsibilities;
- (iii) the Needs of the Hospital;
- (iv) the Notice (if any) given by the Hospital of the additional hours and by the Employee of their intention to refuse to work those hours; and

(v) any other relevant matter.

(d) Subject to clause 3.3, all time worked by Nurses, other than by the Theatre Manager or CEO/DoN, in excess of

- (i) 38 hours in one week; and/or
- (ii) 10 hours in any one day; and/or
- (iii) the Hospital's rostered daily ordinary hours of work;

will be regarded as 'additional hours' and will be paid for at the rate of time and a half for the first two hours and then double time in respect of each overtime shift worked or in respect of additional hours worked prior to, or at the conclusion of, a normal shift.

(e) Overtime worked on public holidays will instead be paid at the rate of double time and a half.

### **3.3 Breaks**

(a) Our workplace is a surgery and as such nursing staff, when engaged, are primarily in attendance in surgery. Depending on the list times, time worked without breaks can vary. However, for all shifts over five hours two paid rest pauses of ten minutes each and an unpaid meal break of 30 minutes will be available for Nurses to access at their own judgement and discretion.

### **3.4 Breaks Between Rostered Work**

(a) Nurses will have a break of ten hours between the completion of one period of ordinary work and the start of their next period of ordinary work.

(b) The break between periods of work may be reduced to eight hours by mutual agreement between a Nurse and the CEO/DoN.

(c) If a Nurse is directed to resume work without having had the applicable break between periods of work, they'll be paid at double time until they're released from work for their applicable break.

## **4.0 RATES OF PAY**

### **4.1 Minimum Rates of Pay**

(a) The minimum rates of pay for Nurses covered by this Enterprise Agreement are outlined in Schedule A of this Enterprise Agreement.

(b) The Hospital reserves the right to offer any Nurse a higher rate of pay than the otherwise applicable minimum rate, and any such offer will be communicated to Nurses on a case-by-case basis.

(c) The following guaranteed pay increases will apply to Nurses covered by this Enterprise Agreement:

From the date this Agreement is approved by a valid majority of Nurses in a ballot	One year from the date of approval by the Fair Work Commission	Two years from the date of approval by the Fair Work Commission
5%	4.5%	3.5%

(d) Nurses will progress from one year level to the next after completing whichever is the greater of either 12 months' service or 1786 hours at their current year level.

## **4.2. Permanent Part-time and Casual Nurses**

### **4.2.1 Permanent Part-time Nurses**

(a) Nurses employed on a permanent part-time basis will be paid an hourly rate of one thirty-eighth of the weekly rate of pay received by permanent, full-time Nurses.

(b) Permanent part-time Nurses will receive a minimum payment of two hours for each start.

(c) Permanent part-time Nurses will receive all other benefits prescribed by this Enterprise Agreement on a pro-rata basis.

### **4.2.2 Casual Nurses**

(a) A casual Nurse working ordinary hours will be paid one thirty-eighth of the weekly rate received by Permanent Full-time Nurses, plus an additional 25 percent 'casual loading'. The 25% casual loading will be payable on work performed after this Agreement commences.

(b) A casual Nurse, whether a long term casual or short term casual, may work regular and systematic shifts or irregular and unpredictable shifts.

(c) A casual Nurse will be entitled to a minimum payment for two hours work in respect of each start.

## **5.0. ALLOWANCES AND PENALTY RATES**

### **5.1 Uniform and Laundry Allowance**

The Hospital will supply Nurses with all required uniforms and will launder these uniforms for Nurses free of charge. Accordingly, no uniform or laundry allowances will be payable under this Enterprise Agreement.

### **5.2. Vehicle Allowance**

(a) Nurses will not ordinarily be required to use their own vehicles for work-related purposes and, accordingly, no vehicle allowance will be payable under this Enterprise Agreement.

(b) In any exceptional case where a Nurse is required to use their own vehicle for work-related purposes, they will be paid the applicable per kilometre rate, as imposed by law.

### **5.3 In-Charge Allowance**

A Registered Nurse who is expressly directed by the Theatre Manager or CEO/DoN to take charge of the Hospital in the absence of the Theatre Manager or CEO/DoN will be paid an allowance of \$30 per day for each full day they are placed in-Charge.

### **5.4 Recall Allowance**

Nurses will not be recalled to the Hospital following the completion of their shift and, accordingly, no recall allowances will be payable under this Enterprise Agreement.

### **5.5 Afternoon Shift Penalty Rate**

Any Nurse who is rostered to begin their shift after 12 noon will be paid a 10% afternoon shift penalty for the full duration of that shift.

### **5.6 Fares and Expenses**

Nurses will not be required to travel in the performance of their duty and, accordingly, no fares or expenses will be reimbursable under this Enterprise Agreement.

### **5.7 Telephone Allowance**

Nurses will not be required by the Hospital to be on-call and, accordingly, no telephone allowances will be payable under this Enterprise Agreement.

### **5.8 Higher Grade Duty**

(a) A Nurse who is called upon to relieve a Nurse in a higher classification, or who is called upon to act in a vacant position of a higher classification, will receive the minimum payment corresponding to that higher classification for the period of relief or the period during which they fill the vacant position.

(b) The provisions of subclause (a) will not apply where the Nurse being relieved is absent from duty for a period of three consecutive working days or less and this has been rostered in advance by the Hospital.

### **5.9 Payment for Training**

(a) Nurses will be paid their applicable hourly rate of pay when completing training required by the Hospital.

(b) No payment will apply when Nurses are completing CPD-related training.

## **6.0 LEAVE**

## **6.1 Public Holidays**

(a) Subject to clause 6.1(b), Nurses, other than casual Nurses, will be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other holiday proclaimed by the Government of New South Wales or the Commonwealth Government.

(b) A Nurse will only be paid for a public holiday if, over the previous 6 months, they have worked on that day of the week more than 50% of the time.

(c) Nurses granted a holiday will be deemed to have worked the number of ordinary hours in that week that the Nurse would have worked had the day not been a holiday.

## **6.2 Annual Leave**

### **6.2.1 General**

(a) Nurses who are eligible to accrue paid annual leave will accrue such leave at the rate of 5 weeks per year of service.

(b) Nurses will receive one additional day of annual leave for each public holiday which falls during the Nurse's period of annual leave.

(c) Nothing in this clause prevents the Hospital, by agreement with a Nurse, from allowing annual leave to be taken before it has been accrued, but where such leave is taken a further period of annual leave will not begin to positively accrue until the Nurse's leave balance has returned to zero.

(d) Annual leave may not be 'cashed-out'.

### **6.2.2 Annual Leave Loading**

(a) Annual leave loading is payable in addition to the pay for the period of annual leave taken by the Nurse.

(b) Annual leave loading is calculated at the rate of 17.5% of the ordinary weekly time rate prescribed by this Enterprise Agreement.

(c) No Annual Leave Loading is payable to a Nurse who takes annual leave wholly or partly in advance of that period of annual leave having been accrued provided that, if the Nurse's employment continues until the day when they would have accrued that period of leave, the loading in respect of the period of leave already taken will become payable.

## **6.3 Long Service Leave**

Nurses eligible to accrue Long Service Leave will accrue this in accordance with the *Long Service Leave Act (NSW) 1955*.

## **6.4 Parental Leave**

Nurses who have been engaged by the Hospital for 12 months or more at the time of birth or adoption will receive Parental Leave in accordance with the NES.

## **6.5 Personal/Carer's Leave**

(a) Personal leave may be used when the Nurse is ill or injured and unfit for work. Carer's leave may be used when a member of the Nurse's immediate family or household is ill, injured or experiencing an unexpected emergency.

(b) A full-time Nurse will accrue personal/carers leave of 10 days per year of service. Part-time Nurses will accrue personal/carers leave on a pro-rata basis up to a maximum of 10 days per year of service.

(c) A Nurse who wishes to access personal/carers leave will, prior to the commencement of their shift, inform the Theatre Manager or CEO/DoN of their inability to attend for duty and, as far as possible, state the estimated duration of their absence.

(d) Where a Nurse is absent for more than 2 days, or where the absence occurs immediately before or after a public holiday, the Nurse will provide the Theatre Manager or CEO/DoN with evidence that would satisfy a reasonable person of the Nurse's need to be absent for personal/carers leave reasons.

(e) Accrued and unused personal/carers leave will accumulate from year to year.

(f) Service performed before the commencement of this Enterprise Agreement will be counted as service for the purpose of this clause.

(g) Where a Nurse is sick or injured on a weekday that they're not scheduled to work, that Nurse will not be entitled to personal/carers leave on that day, and their personal/carers leave balance will not be reduced as a result of their sickness or injury on that day.

(g) Nurses may take two further days of unpaid carer's leave on each occasion that such leave is required. Nurses entitled to accrue paid personal/carers leave may only access additional unpaid days when their paid personal/carers leave has been exhausted.

## **6.6 Compassionate Leave**

(a) Full-time and part-time Nurses may take paid compassionate leave in accordance with the NES.

(b) Casual Nurses may take unpaid compassionate leave in accordance with the NES.

## **6.7 Community Service Leave**

Nurses may access community service leave in accordance with the NES.

## **6.8 Leave to Deal with Family and Domestic Violence**

(a) Nurses may access leave to deal with family and domestic violence in accordance with the NES.

(b) Nurses needing to deal with family and domestic violence may also request access to their accrued annual leave and/or personal/carer's leave. All such requests will be promptly considered by the CEO/DoN.

## **7.0 FLEXIBLE WORKING**

Employees who have worked for the Hospital for 12 months or more, and who meet the applicable criteria, may apply for flexible working in accordance with the NES.

## **8.0 PERFORMANCE BASED ANNUAL REVIEW**

A staff appraisal will be conducted on an annual basis.

## **9.0 RESIGNATION, TERMINATION AND REDUNDANCY**

### **9.1 Final Payments**

In all cases, a Nurse's final payment will be made during the first pay run immediately following their final day of employment.

### **9.2 Resignation**

If a Nurse resigns from their position, they will provide the CEO/DoN with the same period of notice that must be provided by the Hospital in the event of termination, except that no additional period of notice will be required based on the Nurse's age.

### **9.3 Termination**

(a) If a Nurse is dismissed for reasons other than serious misconduct, they will receive the period of notice, or payment in lieu of that period of notice, in accordance with the NES.

(b) If a Nurse is dismissed for reasons of serious misconduct, they may be dismissed without notice.

### **9.4 Redundancy**

If a Nurse's position is made redundant, they will be entitled to receive a redundancy payment in accordance with the NES. This payment will not be made where the Hospital is exempted from this obligation by law.

## **10.0 PROCEDURE FOR PREVENTING AND SETTLING DISPUTES**

### **10.1 General**

(a) We recognise that, from time to time, individuals may have disputes about issues at work. Disputes need to be resolved in the interest of good relationships and high staff morale. Every Nurse has the right to have their dispute heard through all levels of line management.

(b) It is the objective of this procedure to resolve staff disputes by confidential discussion.

(c) It is important to note that this procedure is not related in any way to the disciplinary process.

(d) Nurses may be represented at any stage of this disputes procedure.

(e) This procedure will be used to resolve any disputes arising under this Enterprise Agreement or which relate to the NES.

## **10.2 Dispute Resolution Procedure**

The following steps must take place within seven days of the date of notification of the dispute (Health and safety matters are exempt from this clause):

### **STEP 1**

The Nurse will first attempt to resolve the dispute themselves through their immediate Supervisor. They can raise their dispute verbally or in writing. The Nurse can seek advice from anyone they wish about the issue and may request the assistance and advice of any outside party. A Nurse may be accompanied at a meeting at this stage by a support person. The Supervisor will do their best to resolve the matter to the Nurse's satisfaction.

### **STEP 2**

If the Nurse is not satisfied with the Supervisor's action to fix the matter, the grievance will be considered unresolved. In this case, the matter must be immediately referred to the CEO/DoN. The Nurse can seek advice from anyone they wish about the issue and may request the assistance and advice of any outside party. The Nurse will need to meet with the CEO/DoN and the Nurse may be accompanied at this meeting by a support person. The CEO/DoN will do their best to resolve the matter to the Nurse's satisfaction.

### **STEP 3**

If the Nurse is not satisfied with the CEO/DoNs action to fix the matter, the grievance will be considered unresolved. If this is the case, the matter must be immediately referred to Senior Management at Head Office by the CEO/DoN. The Nurse can seek advice from anyone they wish about the issue and may request the assistance and advice of any outside party. The Nurse will need to meet with Senior Management and

the Nurse may be accompanied at this meeting by a support person. The Senior Management should do their best to resolve the matter to the Nurse's satisfaction.

#### **STEP 4**

If the Nurse is still not satisfied, the Nurse may seek assistance through the Fair Work Commission for conciliation and/or mediation, but not arbitration.

Until the dispute is resolved, work will continue normally according to the custom or practice existing before the dispute arose.

### **11.0 WORKPLACE CONSULTATION**

#### **11.1 Consultation About Major Workplace Change**

11.1.1 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 Nurses, the Hospital will:

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

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

(i) the introduction of the changes; and

(ii) their likely effect on Nurses; and

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

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

11.1.2 For the purposes of the discussion under clause 11.1.1(b), the Hospital will give in writing to the affected Nurses and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on Nurses; and

(c) any other matters likely to affect Nurses.

11.1.3 Clause 11.1.2 does not require the Hospital to disclose any confidential information if its disclosure would be contrary to the Hospital's interests.

11.1.4 The Hospital will promptly consider any matters raised by the Nurses or their representatives about the changes in the course of the discussion under clause 11.1.1(b).

11.1.5 In clause 11.1, "*Significant Effects*" on Nurses 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 Nurses to be retrained or transferred to other work or locations; or
- (g) job restructuring.

11.1.6 Where this Enterprise Agreement makes provision for the alteration of any of the matters defined at clause 11.1.5, that alteration is taken not to have Significant Effect.

## **11.2 Consultation About Changes to Rosters or Hours of Work**

11.2.1 Clause 11.2 applies if the Hospital proposes to change the regular roster or Ordinary Hours of work of a Nurse, other than a Nurse whose working hours are irregular, sporadic or unpredictable.

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

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

- (a) provide to the Nurses and representatives (if any) mentioned in clause 11.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the Nurses 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.

11.2.4 The Hospital must consider any views provided under clause 11.2.3(b).

11.2.5 Clause 11.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

## **12.0 WORKPLACE FLEXIBILITY**

(a) The CEO/DoN and a Nurse covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- i) the agreement deals with 1 or more of the following matters:
  - A) arrangements about when work is performed;
  - B) the base rate of pay;
  - C) allowances and loadings; and

- ii) the arrangement meets the genuine needs of the Hospital and the Nurse in relation to 1 or more of the matters mentioned in paragraph (a)(i); and
  - iii) the arrangement is genuinely agreed to by the Hospital and the Nurse.
- (b) The CEO/DoN must ensure that the terms of the individual flexibility arrangement:
- i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - iii) result in the Nurse being better off overall than the Nurse would be if no arrangement was made.
- (c) The Hospital Manager must ensure that the individual flexibility arrangement:
- i) is in writing; and
  - ii) includes the name of the Hospital Manager and Nurse; and
  - iii) is signed by the Hospital Manager and Nurse and if the Nurse is under 18 years of age, signed by a parent or guardian of the Nurse; and
  - iv) includes details of:
    - A) the terms of the enterprise agreement that will be varied by the arrangement; and
    - B) how the arrangement will vary the effect of the terms; and
    - C) how the Nurse will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - v) states the day on which the arrangement commences.
- (d) The CEO/DoN must give the Nurse a copy of the individual flexibility arrangement within 14 days after it is agreed.
- (e) The CEO/DoN or Nurse may terminate the individual flexibility arrangement:
- i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii) if the Hospital Manager and Nurse agree in writing — at any time.

### **13.0 SUPERANNUATION**

- (a) Superannuation contributions will be paid to a complying fund as required under the *Superannuation Guarantee (Administration) Act 1992*, as varied from time to time.
- (b) If a Nurse does not nominate their own superannuation fund, compulsory superannuation contributions will be made on their behalf into the Hospital's default fund, HESTA.

## SCHEDULE A: Rates of Pay

Classification	Category of employment	Current rate	Hourly rate from the date this EA is approved by the Fair Work Commission	Hourly rate one year after FWC's approval	Hourly rate two years after FWC's approval
CN	Permanent	47.00	49.35	51.57	53.38
	Casual	51.70	61.69	64.46	66.72
RN 8 years and thereafter	Permanent	40.31	42.33	44.23	45.78
	Casual	44.34	52.91	55.29	57.23
RN 7 years	Permanent	39.59	41.57	43.44	44.96
	Casual	43.55	51.96	54.30	56.20
RN 6 years	Permanent	38.88	40.83	42.66	44.15
	Casual	42.77	51.03	53.33	55.19
RN 5 years	Permanent	35.66	37.44	39.13	40.50
	Casual	39.23	46.80	48.91	50.62
RN 4 years	Permanent	32.45	34.07	35.60	36.85
	Casual	35.70	42.59	44.50	46.06
RN 3 years	Permanent	31.83	33.42	34.93	36.15
	Casual	35.01	41.78	43.66	45.19
RN 2 years	Permanent	31.40	32.97	34.45	35.66
	Casual	34.54	41.21	43.07	44.57
RN 1 year	Permanent	30.96	32.51	33.97	35.16
	Casual	34.06	40.64	42.47	43.95
EN 5 years	Permanent	30.10	31.61	33.03	34.18
	Casual	33.11	39.51	41.28	42.73
EN 4 years	Permanent	28.41	29.83	31.17	32.26
	Casual	31.25	37.29	38.97	40.33
EN 3 years	Permanent	26.73	28.07	29.33	30.36
	Casual	29.40	35.08	36.66	37.95
EN 2 years	Permanent	25.05	26.30	27.49	28.45
	Casual	27.56	32.88	34.35	35.56
EN 1 years	Permanent	23.37	24.54	25.64	26.54

Classification	Category of employment	Current rate	Hourly rate from the date this EA is approved by the Fair Work Commission	Hourly rate one year after FWC's approval	Hourly rate two years after FWC's approval
	Casual	25.71	30.67	32.05	33.18

**FOR THE EMPLOYER:**

[Signature]  
Signature

KATRINA DREW  
Name

29/7/20  
Date

CEO DON  
Position

106/100 CARRILLO AV  
Address line 1

NEWTOWN 2042  
Address line 2

SAV. Robby  
Witness signature

SAV Robby  
Witness name

106/100 CARRILLO AV  
Witness address line 1

NEWTOWN 2042  
Witness address line 2

**FOR THE EMPLOYEES:**

[Signature]  
Signature

E LAWS  
Name

29/7/20  
Date

RN  
Position

106/100 Carrillon Ave  
Address line 1

NEWTOWN 2042  
Address line 2

SAV Robby de.  
Witness signature

SAV. Robby.  
Witness name

106/100 CARRILLO AV  
Witness address line 1

NEWTOWN 2042  
Witness address line 2

**IN THE FAIR WORK COMMISSION**

FWC Matter No. AG2020/2358

Applicant: Sydney Day Surgery – Prince Alfred Pty Ltd t/a Sydney Day Surgery – Prince Alfred Section 185 – Application for approval of a single enterprise agreement

**UNDERTAKINGS**

I, Katrina Drew, on behalf of the Applicant, give the following undertakings, pursuant to section 190 of the *Fair Work Act 2009*, with respect to the proposed *Sydney Day Surgery - Prince Alfred Nursing Employees Enterprise Agreement 2020* ("**Agreement**"). I have the necessary authority to provide these undertakings in relation to the application before the Fair Work Commission ("**Commission**").

Sydney Day Surgery – Prince Alfred Pty Ltd undertakes to read and apply clause 6.5(c) of the Agreement as though it read as follows:

*“A Nurse who wishes to access personal/carer’s leave will, as soon as practicable, inform the Theatre Manager or CEO/DoN of their inability to attend for duty and, as far as practicable, state the estimated duration of the absence.”*

This Undertaking is provided on the basis of issues raised by the Commission in the application before the Commission, and will be attached to the Agreement if approved by the Commission.

*Katrina Drew*

\_\_\_\_\_  
**Signature**

Katrina Drew

\_\_\_\_\_  
**Name**

CEO/Director of Nursing

\_\_\_\_\_  
**Title**

09.09.2020

\_\_\_\_\_  
**Date**