



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Allity Management Services Pty Ltd T/A Allity
(AG2018/5765)

ALLITY ENTERPRISE AGREEMENT (NEW SOUTH WALES) 2018

Aged care industry

COMMISSIONER MCKINNON

MELBOURNE, 28 JUNE 2019

Application for approval of the Allity Enterprise Agreement (New South Wales) 2018.

[1] Application has been made for approval of a single enterprise agreement known as the *Allity Enterprise Agreement (New South Wales) 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Allity Management Services Pty Ltd T/A Allity.

[2] Written undertakings have been given in accordance with s.190 of the Act. 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.

[3] With 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] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement lodged contained several formatting and typographical errors. On 12 April 2019, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[6] The Australian Nursing and Midwifery Federation and Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 July 2019. The nominal expiry date of the Agreement is 30 April 2021.



COMMISSIONER

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Annexure A



Making every day the best it can be

IN THE FAIR WORK COMMISSION

AG2018/5901 Application for approval of the *Allity Enterprise Agreement (New South Wales) 2018 (Agreement)*

Undertaking-section 190

I, Jacqueline Hopwood, Director, People and Culture of Allity Management Services Pty Ltd (**Allity**), give the following undertakings with respect to the Allity Enterprise Agreement (New South Wales) 2018 (**Agreement**).

I have the authority given to me by Allity to provide this undertaking in relation to this application before the Fair Work Commission.

Undertakings

1. Clause 19.1 of the Agreement is replaced as follows:

19.1 This clause does not apply to any employee employed as a Care Manager or to any employee paid at the Care Manager rate or higher.

2. The table at clause 19.3 of the Agreement will be replaced with the following table:

Overtime worked on	Permanent or Temporary rate	Casual rate (including Casual Loading)
Monday to Friday (All)	150% for the first two hours, 200% thereafter	175% for the first two hours, 225% thereafter
Saturday (Nursing Employees)	150% for the first two hours, 200% thereafter	175% for the first two hours, 225% thereafter
Saturday (Aged Care Employees)	200%	225%
Sunday (All)	200%	225%
Public Holiday	250%	250% For Registered Nurses and 275% for all other employees

3. New Clause 19.8 is inserted into the Agreement as follows:

19.8 If an employee engaged in an Assistant in Nursing classification is recalled to work, the employee will be reimbursed for the cost of their travel based on the following:

- a) if the employee uses public transport: for the cost of public transport to and from work from their home on production of a receipt; or*
- b) If the employee uses their personal vehicle: for the distance travelled in their personal vehicle to and from work from their home, on the production of the Kilometre Reimbursement Form.*

4. Clause 20.1 of the Agreement is replaced with the following:

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L1, 39 Albany Street
Crows Nest NSW 2065
Australia
ABN 32 143 413 638

Telephone +61 2 9431 1000
Facsimile +61 2 9431 1005
www.allity.com.au



20.1 For Care Managers, approved ordinary hours worked on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) will be paid at:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Any public holiday worked during the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	180%	250%
Any public holiday worked after the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	NA	250%

The "first 12 months of employment" is calculated from the employee's commencement of employment with Allity and not from their commencement in a particular classification.

Except for Clause 20.8, the remainder of Clause 20 in the Agreement does not apply to Care Managers or any employee paid at the Care Manager rate or higher.

5. Clause 20.5 of the Agreement (including the table at 20.5) is replaced as follows:

For Full-time Registered Nurses, Enrolled Nurses or Assistant in Nursing who are classified as a Shiftworker, approved ordinary hours worked on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) will be paid at:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Any public holiday worked during the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	200%	NA
Any public holiday worked after the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	150%	NA

The "first 12 months of employment" is calculated from the employee's commencement of employment with Allity and not from their commencement in a particular classification.

6. In addition to Clause 21.1 of the Agreement the following provisions will apply:

In addition to the rates set out in the table at clause 21.1, casual employees employed in one of the Classifications identified in the table below will receive an additional loading, calculated on the employees' Minimum Hourly Rate and added to the applicable weekend rate, as follows:

Classification	Saturday For hours worked between 0000 and 2359 (inclusive) on a Saturday	Sunday For hours worked between 0000 and 2359 (inclusive) on a Sunday
Any employee employed in an Enrolled Nurse classification	16.5%	16.5%
Any employee employed as a Registered Nurse Paypoints 1 to 3 (inclusive)	12%	12%
Care Manager (less than 65 beds); and Care Manager (65 beds plus)	22%	22%



Any employee employed in an Assistant in Nursing classification	40%	40%
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7. In respect of the table at clause 22.1 of the Agreement, any employee classified as either an Assistant in Nursing (qualified) Paypoint 1 or an Assistant in Nursing (unqualified) Paypoint 1, will receive the following shift penalties, instead of the shift penalties provided at clause 22 of the Agreement:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Early afternoon shift	For a shift (or part of a broken shift) that starts at or after 10am and before 12 noon	10%	35%
Afternoon shift	For a shift (or part of a broken shift) that starts at or after 12 noon and before 4pm	12.5%	37.5%
Night shift	Means a shift that starts at or after 4pm and before 6am	15%	40%

8. Clauses 29.1 to 29.3 (including the table at 29.3) of the Agreement are replaced as follows:

29 Annual leave

29.1 This clause does not apply to Casual employees.

29.2 An employee classified in the Nursing or Assistant in Nursing classifications will be entitled to:

- (a) 6 weeks of annual leave per year where they are regularly rostered to work over 7 days of the week, including weekends; or
- (b) 5 weeks of annual leave per year for other employees.

29.3 In addition to the leave allowed under clause 29.2(a) a full-time employee classified in the Nursing or Assistant in Nursing classifications who works Sunday and/or public holidays will also be entitled to the following additional annual leave on the basis of the number of shifts worked per year:

Number of Sundays and/or public holidays worked	Full time	Part time
3 shifts or less	Nil	Nil
4 to 10 shifts	1 day	0.2 weeks
11 to 17 shifts	2 days	0.4 weeks
18 to 24 shifts	3 days	0.6 weeks
25 to 31 shifts	4 days	0.8 weeks
More than 32 shifts	5 days	1 week

9. With respect to clause 29.6 of the Agreement, for the avoidance of doubt, a Shift Worker (as defined in the Aged Care Award) will be entitled to the annual leave entitlement provided in the Agreement at clause 29.4(a).



10. Clause 51 of the Agreement will be replaced as follows:

51 Essential learning

- 51.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position and to meet statutory responsibilities as they relate to their role.
- 51.2 Training will be provided during rostered hours of work or immediately before or after a rostered shift wherever possible.
- 51.3 Where an employee is required by Allity to complete training outside their ordinary hours of work, Allity will provide two weeks' notice of the requirement to attend training. This notice period does not apply to e-learning.
- 51.4 Payment for learning
- (a) Where an employee is required to undertake training before or after their ordinary shift the maximum ordinary shift length on that day, inclusive of training, will be a maximum of 10 hours, exclusive of meal breaks.
 - (b) Where an employee is required by Allity to complete a mandatory e-learning module outside their ordinary hours of work, the employee will be paid overtime rates for the length of the learning session or one hour at ordinary rates, whichever is greater.
 - (c) Where an employee is required by Allity to complete mandatory training (other than mandatory e-learning modules) outside their ordinary hours of work, the employee will be paid overtime rates for the length of the learning session or two hours at ordinary rates whichever is the greater.
 - (d) The minimum shift lengths in clause 15 of this Agreement do not apply when an employee is required to attend training outside their ordinary hours of work.
 - (e) Where an employee is required to attend mandatory training on a Saturday or Sunday within ordinary hours of work, the loadings in Clause 21 (Weekend Loadings) will apply.
 - (f) Where an employee is required to attend mandatory training on a Saturday or Sunday outside of ordinary hours of work, the rates in clause 51.4(c) will apply instead of weekend loadings.

11. The allowances set out at Schedule 2 of the Agreement for Leading Hand allowance and Nauseous Linen allowances are replaced as follows:

Allowance	1-Jan-18	1-Jan-19	1-Jan-20	1-Jan-21
	2.35%	3.00%	2.70%	2.70%
Leading Hand Allowance - Clause 23.6 - 2 to 5 employees (per week)	24.32	25.05	25.73	26.42
Leading Hand Allowance - Clause 23.6 - 6 to 10 employees (per week)	34.58	35.62	36.58	37.57
Leading Hand Allowance - Clause 23.6 - 11 to 15 employees (per week)	44.08	45.40	46.63	47.89
Leading Hand Allowance - Clause 23.6 - 16 plus employees (per week)	53.58	55.19	56.68	58.21
Nauseous Linen Allowance Clause 23.8 (per hour)	0.46	0.47	0.49	0.50

Employer name: Allity Management Services Pty Ltd

Authority to sign: Jacqueline Hopwood

Signature: J Hopwood

Date: 27 June 2019

Allity Enterprise Agreement (New South Wales) 2018

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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 the agreement.

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Part 1 – Operation of Agreement

1. Overview and objectives of this agreement

- 1.1 The purpose of this agreement is to set out the “enhanced safety net” of terms and conditions that:
- (a) apply to all employees it covers (“employees”); and
 - (b) may be supplemented by Allity's workplace policies and by individual arrangements negotiated by individual employees on a case by case basis.
- 1.2 By implementing this agreement, Allity and its employees aim to:
- (a) provide a platform of core terms and conditions of employment from which Allity can build;
 - (b) simplify and streamline the core terms and conditions of employment that apply across Allity to increase consistency across the business;
 - (c) align Allity's core terms and conditions of employment with Allity's business and strategic direction;
 - (d) encourage the creation of a flexible and adaptable work environment that is best able to meet the needs of Allity's customers – our residents, their families, and their loved ones – now and in the future;
 - (e) promote a service culture where employees have the motivation and capacity to “make every the day the best it can be”;
 - (f) provide the basis of a work environment that meets the needs of Allity's employees and allows their day to be the “best it can be.”

2. How this agreement operates

- 2.1 This agreement is an Enterprise Agreement made pursuant to Part 2- 4 of the *Fair Work Act 2009* (Cth) (“Act”) and will be known as the *“Allity Enterprise Agreement (New South Wales) 2018 (agreement)”*.
- 2.2 This agreement will start to operate 7 days after the date it is approved by the Fair Work Commission (“FWC”) and will have a nominal expiry date of the 30th April 2021. The agreement will continue to operate after its nominal expiry date unless it is terminated or replaced.
- 2.3 The agreement operates in accordance with its terms and the Act. It is the entire agreement between Allity and our employees in relation to collectively applicable terms of employment with Allity.
- 2.4 The agreement operates subject to the Act. If any provision contravenes the Act or otherwise is (or becomes) unlawful, then that provision has no effect to the extent and for as long as it would be unlawful.
- 2.5 The meanings of defined terms used in this document are set out in Schedule 1. They may also be referenced in inverted commas and bold text for ease of initial recognition and reference.

3. Who this agreement covers

- 3.1 This agreement covers the following persons and entities:

- (a) Allity Management Services Pty Ltd (ACN 143 415 598) (however named from time to time, or any other employer required to comply with this agreement by operation of law) ("Allity");
- (b) all employees employed by Allity in an Allity Home in a classification in this agreement to perform work for Allity other than "excluded employees"; and
- (c) HSU (New South Wales Branch (ABN 93 728 534 595); and
- (d) The Australian Nursing and Midwifery Federation - NSW Branch (ABN 85 726 054 782)
- (e) any bargaining representatives named as being covered by it in the FWC's decision approving this agreement.

3.2 The following employees are excluded employees:

- (a) the "**General Manager**", however titled from time to time, of each "**Allity Home**"; and
- (b) all employees of Allity who are engaged to work principally within "**Allity Services**" (the part of the business that provides corporate support services across the Allity Homes), no matter the location(s) where they perform that work.

3.3 "**Allity Home**" means any aged care facility owned or operated by Allity in NSW, excluding any facility where another enterprise agreement applies, for example, due to a "transfer of business" as defined by the Act.

4. **Effect on other awards and agreements**

4.1 While this agreement operates, no Modern Award applies to employees, or to an employer or an employer organisation in relation to employees, and no individually negotiated contract or agreement with a particular employee will operate to the extent it is inconsistent with this agreement.

4.2 The terms and conditions in this agreement end the operation and replace the terms of all other agreements between an employee and Allity, but only to the extent of any inconsistency. Despite this, it does not end or break the employment contract between an individual employee and Allity and if a term in an individual employee's contract of employment is more beneficial than (but not inconsistent with) the equivalent term in this agreement, the more beneficial provision will not be affected by this agreement.

4.3 The Parties acknowledge that:

- (a) before the FWC may approve this agreement, it must ensure that the employees are "better off overall" under this agreement than they would be if a Modern Award applied to their employment instead;
- (b) the agreement applies subject to the FW Act and cannot exclude any provisions of the National Employment Standards ("**NES**"); and
- (c) any provision in this agreement which (for any reason) is, or becomes, inconsistent with the FW Act or the NES has no effect to the extent of the inconsistency.

4.4 This agreement takes precedence to the extent of any inconsistency with Policy and Procedures. For abundant clarity, Policies and Procedures are not incorporated into this agreement, even though they may be referenced or referred to in places. If Allity applies Policies or Procedures unlawfully (inadvertently or otherwise), employees and their representatives may have rights to object or take action under the general law. However, nothing in this agreement gives employees or their representatives any additional rights in relation to Policies and Procedures, including no right to seek specific performance or any compensation relating to them.

- 4.5 "Policies and Procedures" means any policy, procedure, code of conduct or behaviour, handbook or guideline of Allity, however described, whether or not in writing and whether or not referenced in this agreement, as amended, retracted or replaced from time to time at Allity management's discretion.

5. Flexibility arrangements

- 5.1 Allity and an individual employee may make an individual flexibility arrangement ("IFA") to vary the effect of the terms of this agreement as they would otherwise apply to that employee and Allity in respect of their employment.
- 5.2 An IFA may be used to vary any terms of this agreement that would be "permitted matters" for the purposes of the Act if the IFA were an Enterprise Agreement.
- 5.3 An IFA will only be effective if genuinely agreed to by both Allity and the employee.
- 5.4 The IFA may deal with one or more of the following matters - arrangements about when work is performed, overtime rates, penalty rates, allowances and.
- 5.5 Allity must ensure that each IFA sets out the details of:
- (a) the terms of this agreement that will be varied by the IFA;
 - (b) how the IFA will vary the effect of those terms; and
 - (c) how the employee will be better off overall in relation to their terms and conditions of employment as a result of the IFA.
- 5.6 Allity must ensure that the terms of each IFA:
- (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the employee being better off overall than the employee would be if the IFA were not made.
- 5.7 Allity must ensure that each IFA:
- (a) is in writing;
 - (b) includes the name of Allity and the employee;
 - (c) is signed by Allity and the employee;
 - (d) is signed by a parent or guardian of the employee if the employee is under 18 years of age;
 - (e) states the date the IFA commences;
 - (f) can be terminated at any time by Allity and the employee agreeing to the termination in writing; or
- 5.8 by the Allity or the individual employee giving 13 weeks' notice of termination, in writing ,to the other party and the agreement ceasing to operate at the end of the notice period ;or at any time IFAs will not need the approval or consent of anyone other than Allity, the individual employee and, in the case of employees under 18 years of age, their parent or guardian.
- 5.9 Allity must give the individual employee a copy of the IFA within 14 days after it is agreed to and keep a copy of the IFA as a time and wages record.

- 5.10 The flexibility provisions in this clause supplement and do not extinguish any other arrangements for flexibility between Allity and employees or any other terms of this agreement that provide for flexibility.
- 5.11 When seeking to enter into an agreement Allity must provide a written proposal to the employee. Where employees understanding of written English is limited Allity must take measures including translation into an appropriate language, to ensure the employee understands the proposal

Part 2 – Employment Relationship

6. Types of employment

6.1 An employee may be classified as:

- (a) Permanent (full-time or part-time);
- (b) Temporary (maximum term); or
- (c) Casual

7. Permanent employment

7.1 Permanent employment is ongoing, subject to the termination clauses of this agreement (see clauses 40, 41 and 42).

7.2 Part-Time employees

- (a) Before commencing employment, Allity and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each fortnight, and where the employee will not be working rotating rosters, the days of the week the employee will work.
- (b) Any agreed variation to the hours of work will be in writing.
- (c) Unless otherwise indicated, the terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (d) Once per financial year, a part-time employee may write to Allity and request a review of their hours of work if the employee is regularly working more than their specified contracted hours. Allity will give reasonable consideration to this request taking into account:
 - (i) the operational requirements of the Allity Home;
 - (ii) whether the regular pattern of work is due to a temporary staffing gap, such as the employee covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness);
 - (iii) whether the increase in hours is due to the employee covering relief shifts on a regular basis; and
 - (iv) whether the regular pattern of work is due to a temporary need for extra hours, for example, due to a temporary increase in the care needs of a resident/s.
- (e) Alternatively Allity may, at any time, conduct a review of a part time employees hours of work. If the employee is regularly working more than their specified contracted hours, Allity will consider increasing their contracted hours. This consideration will take into account the same factors at parts (i)-(iv) of subclause (d) of this clause. No employee will be compelled to increase their contracted hours, and all contract adjustments will be by agreement.

8. Temporary Employment

- 8.1 Temporary (maximum term) employment is employment as agreed, in writing, until an **"agreed end time"**, except that Allity or the employee can end the employment before the agreed end time.
- 8.2 For temporary employment to end at the agreed end time, neither Allity nor the employee needs to give notice under clause 40 or 41. The employment will only continue after the agreed end time if Allity and the employee have since agreed to an extension, or a change to permanent or casual employment. These extensions/changes must be in writing.
- 8.3 For either party to end the employment before the agreed end time, the probation and termination provisions in clauses 40 and 41 still apply to temporary employment.
- 8.4 **"agreed end time"** means the scheduled end date or completion event that will end the employment of a temporary employee as agreed at the outset of employment or otherwise varied from time to time.

9. Casual employment

- 9.1 A casual employee is an employee who is engaged and paid a **"Casual Loading"** of 25% in accordance with clause 17.
- 9.2 Casual employees are not guaranteed any ongoing work and should not expect regular or systematic hours.
- 9.3 A casual employee who has worked on a regular and systematic basis over a period of 26 weeks, may request, in writing, to convert to permanent employment. In reviewing this request Allity will consider:
 - (a) the operational requirements of the Allity Home/s where the employee has worked;
 - (b) whether the regular and systematic pattern of work was due to a temporary staffing gap, such as the employee covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness);
 - (c) whether the regular and systematic pattern of work was due to a temporary need for extra hours, for example, due to a temporary increase in the care needs of a resident/s.

10. Employee classifications and duties

- 10.1 Employee classifications are set out in Schedule 3.
- 10.2 Although employees are engaged principally to perform the duties of their classification level, it is important to remember Allity's mission, "Making every day the best it can be." This means that where an employee has the skills, experience or ability to complete other duties, they should be willing to use them as appropriate or directed, to help create the best possible experience for Allity's residents.
- 10.3 If an employee is required by Allity to perform duties at a higher classification level, clause 18 (Employee Higher Duties) may apply.
- 10.4 Employees are to follow all lawful and reasonable directions issued by Allity. This includes undertaking any tasks at a different classification level that they are asked to perform (as long as the employee is competent and qualified to do them) and complying with expectations and requirements set out in policies and procedures (although those policies and procedures are not incorporated into this agreement).
- 10.5 Recognition of experience or qualifications

- (a) Where an employee's classification level is based on a qualification, the employee will be required to provide evidence of their qualification to allow them to be correctly classified. Until the employee has provided this evidence they will be classified at the level for which they have provided appropriate evidence. The employee's classification will be adjusted from the first pay period on or after the evidence is provided.
- (b) Allity will notify each nurse in writing of any requirement to provide evidence of experience. If the employee provides this evidence within 3 months, they will be entitled to back pay at the appropriate rate from the beginning of the period. If the employee does not provide evidence they will be re-classified and paid at the appropriate rate from the first pay period on or after the evidence is provided. In the interim, the employee will be paid at the rate for which evidence has been provided.
- (c) An employee working as a registered nurse, enrolled nurse or assistant in nursing with another employer will notify Allity of the hours worked for each employer within one month of the end of each quarter.
- (d) An employee who is a registered nurse, enrolled nurse or assistant in nursing who is entitled to progress to the next year of service due to experience with another employer must provide evidence within 3 months of that entitlement to progress becoming due. If evidence is provided within 3 months the employee will be entitled to back pay at the appropriate rate from the time they become eligible to progress. If the employee does not provide evidence they will be re-classified and paid at the appropriate rate from the first pay period on or after the evidence is provided.

Part 3 – Hours and break periods

11. Ordinary hours of work

- 11.1 Ordinary hours of work for a full time employee will be 76 hours per fortnight.
- 11.2 The ordinary hours of work for a part-time employee will be less than 76 hours per fortnight, as agreed between Allity and the employee in writing.
- 11.3 The maximum ordinary shift length will be 8 hours, or 10 hours by mutual agreement, exclusive of meal breaks.
- 11.4 The ordinary hours of work for a day worker will be between the hours of 6.00am and 6.00pm Monday to Friday. Ordinary hours for a shift worker may be any time, Monday to Sunday, subject to clauses 11.1 to 11.3 inclusive and the shift penalties and weekend loadings provided for in this agreement.

12. Employee rostering

- 12.1 The hours of work of each employee will be displayed on a roster. The roster will be made available to employees at least 14 days before the roster period begins in a convenient place accessible to employees. The roster can be posted on a staff notice board or electronically (for example, on Allity's intranet).
- 12.2 Allity is not required to display the hours of work for casual employees on the roster, but may do so for convenience. Inclusion of a casual employee on a roster does not guarantee and should not set any expectation of working the shift(s) published on the roster, and these may be withdrawn or amended by Allity at any time.
- 12.3 Except to accommodate a particular rostering request, an employee will be rostered free from duty on at least 4 calendar days per fortnight (with 2 sets of 2 consecutive days wherever possible).
- 12.4 Once a roster has been published, any changes (other than changes to meal break times in accordance with clause 13 below) must be agreed between the particular employee(s) concerned and Allity in writing, except for:
 - (a) changes notified by Allity with at least 7 days' notice; or
 - (b) reasonable overtime that Allity requires a particular employee to work with less than 7 days' notice; or
 - (c) changes notified by Allity with less than 7 days' notice in an emergency, or where another staff member is absent on unplanned leave (eg, on personal/carers, compassionate or unplanned community service leave); or
 - (d) changes to the hours of casual employees where business needs have changed since the roster was published.
- 12.5 **Accrued Days Off (ADO)**
 - (a) An employee and Allity may agree to reorganise an employee's ordinary hours of work so they are rostered to work 152 ordinary hours over 19 days out of each 28 days cycle, with payment for 7.6 of those ordinary hours accruing towards a paid day off ("ADO") to be taken during the same roster cycle or at a later date agreed with Allity in accordance with this clause.

- (b) If an ADO is banked instead of being taken within the same cycle as it accrues, then during that 28 day cycle, the 7.6 hours accrued towards the ADO do not count towards the calculation of Overtime for the purposes of 19.2(b).
- (c) An ADO must be used within 12 months of the date each full day was accrued.
- (d) If Allity agrees, up to 5 days may be accumulated in any one year.
- (e) An employee is entitled to be paid out at their Minimum Hourly Rate for any unused ADOs on separation (or at an earlier time if agreed by both parties in writing).

13. Meal and tea breaks during shifts

- 13.1 Employees are entitled to an unpaid meal break of between 30 – 60 minutes for each day on which more than 5 hours are worked ("Meal Break").
- 13.2 Allity may alter Meal Break times on any day in order to facilitate the efficient operation of an Allity Home or Service, provided an Employee will not be required to work more than 5 consecutive hours without a meal break.
- 13.3 Employees are to ensure that they do not work more than 5 hours without taking a break of at least 30 minutes, unless discussed and agreed with their supervisor in advance.
- 13.4 An employee required by Allity to be on call during the period of their meal break will be entitled to an allowance in the amount specified in Schedule 2.
- 13.5 In addition to the Meal Break, an employee is entitled to take a 10 minute paid "Tea Break" for each four hours worked. On shift lengths of 7.6 hours or longer, the employee and Allity may agree for the employee to take one 20 minute Tea Break in lieu of two 10 minute Tea Breaks.

14. Rest breaks between shifts

- 14.1 This clause does not apply to Care Managers or Casual employees.
- 14.2 Employees will be entitled to an unpaid rest break of no less than 8 hours between shifts, including between Broken Shifts.
- 14.3 If an employee works beyond the rostered finishing time of a shift, Allity may delay the starting time and/or reduce the rostered duration of the following shift in order to accommodate an 8 hour break between shifts.

15. Minimum shift and recall

- 15.1 This clause does not apply to Care Managers.
- 15.2 A minimum shift length of 4 hours for full-time employees and 3 hours for all other employees applies.
- 15.3 An employee who is recalled to work after completing a shift and leaving the workplace is entitled to a minimum payment of 4 hours of work for full-time employees and 3 hours for all other employees, which will be treated as Overtime and paid at Overtime rates.

16. Broken shifts

- 16.1 This clause does not apply to Full time (perm) employees and Registered Nurses or Enrolled Nurses.
- 16.2 A "Broken Shift" is a shift that is broken by one unpaid break (other than a meal break) where the span of hours for the shift does not exceed 12 hours.

- 16.3 A broken shift may be worked where Allity and the employee mutually agree in writing. The employee may request the return to unbroken hours at any time.
- 16.4 Ordinary hours worked during a broken shift will be paid at the appropriate ordinary rate, including any weekend, public holiday or shift penalty provided for in clauses 20 (Public Holidays), 21 (Weekend Loadings) or 22 (Shift Penalties). These payments will be calculated from the start time of each period of work (ie, the period commencing at the start time, and each subsequent period starting after each unpaid break).
- 16.5 Any ordinary hours worked beyond the maximum span of 12 hours for a broken shift will be paid at 200%, or the appropriate penalty rate, whichever is greater.
- 16.6 If an employee has agreed to work broken shifts on a regular or ongoing basis, the employee may request to end that arrangement at any time, in accordance with the roster provisions of this agreement.

Part 4 – Pay and benefits

17. Pay rates

- 17.1 The minimum hourly rate of pay for employees will be the "Minimum Hourly Rate" specified in Schedule 2 for their classification, as increased from time to time in accordance with that Schedule. The rates paid to Employees shall be the rates in Schedule 2, or a rate 2% higher than the applicable Award rate for their classification, whichever is the greater. The applicable Awards for this Agreement are the Nurses Award 2010 and the Aged Care Award 2010. Any adjustments to employee's rates of pay in accordance with this clause will occur within a reasonable period of time after the Fair Work Commission has handed down an Annual Wage Review Decision relating to the applicable Awards for this Agreement.
- 17.2 In addition to the Minimum Hourly Rate, casual employees will be paid a "**Casual Loading**" of 25% of the Minimum Hourly Rate. If a casual employee is entitled to penalties or loadings under this agreement, the penalties or loadings will be calculated on the Minimum Hourly Rate, exclusive of the Casual Loading (and this is how those rates have been calculated for the purposes of the clauses below).
- 17.3 If, at any time, the Minimum Hourly Rate for a particular classification falls below the minimum hourly rate required under the Act, it will be substituted by the higher rate required by the Act for the duration of that period.
- 17.4 Subject to the provisions below in this Part:
- (a) Ordinary hours worked on Saturday or Sunday will attract penalty rates in accordance with clause 21 (Weekends Loadings).
 - (b) Ordinary hours worked on a public holiday will attract penalty rates in accordance with clause 20 (Public Holidays).
 - (c) Ordinary hours worked on a designated afternoon, early morning or night shift will attract penalty rates in accordance with clause 22 (Shift Penalties).
 - (d) Overtime hours as defined in clause 19 (Overtime) will attract the higher rates in that clause.

18. Employee higher duties

- 18.1 Except where clause 18.2 applies, an employee who is required by Allity to perform the duties of another employee in a higher classification than the one in which they are ordinarily employed will be paid for the time so spent.
- 18.2 An employee required to act in the position of Care Manager will be paid at the higher classification rate for the whole of the period, provided the period is for 3 consecutive working days or more.
- 18.3 For the purposes of this clause, the higher duties rate will be the Minimum Hourly Rate for the lowest pay point of the higher classification unless the employee's usual rate of pay is higher, in which case the employee will be paid at the first pay point for the higher classification that exceeds their usual rate of pay.

19. Overtime

- 19.1 This clause does not apply to Care Managers or any employee paid at the Care Manager rate or higher; Casual Registered or Enrolled Nurses or Casual Nursing Assistants.

19.2 "Overtime" hours are approved hours worked by any employee:

- (a) In excess of 8 hours worked, or 10 hours by mutual agreement, on any shift (whether or not spanning 2 calendar days); or
- (b) In excess of 76 worked hours per fortnight; or
- (c) Where there has not been an 8 hour rest break between shifts (other than an agreed broken shift arrangement); or
- (d) Where Allity requires an employee to alter their shift with less than 7 days' notice.

19.3 Overtime hours are to be paid at the appropriate rate below, calculated daily:

Overtime worked on:	Permanent or temporary rate	Casual rate (including casual loading)
Monday to Saturday	150% for the first two hours, 200% thereafter	150% for the first two hours, 200% thereafter
Sunday	200%	200%
Public Holiday	250%	250%

19.4 Overtime rates are paid in substitution for, not in addition to, shift, public holiday and weekend penalties.

19.5 Where a Casual employee is paid Overtime rates in accordance with this clause, the Overtime rate is paid in substitution for, not in addition to, the Casual Loading specified in clause 17.

19.6 An employee may reasonably refuse to work overtime. In determining whether the refusal is reasonable consideration should be given to:

- (a) Any risk to employee health and safety,
- (b) The employees personal circumstances including family and carer responsibilities,
- (c) The needs of the home,
- (d) The notice (if any) that has been given by Allity requesting the employee work overtime and the notice given by the employee that they intend to refuse to work the overtime,
- (e) Any other relevant matter.

19.7 Employees are not to work Overtime unless expressly required or approved by their immediate supervisor in advance, on a case by case basis.

20. Public holidays

20.1 Except for clause 20.8, this clause does not apply to Care Managers or any employee paid at the Care Manager rate or higher.

20.2 Designated "Public Holidays" are as specified in the Act and the *Public Holidays Act 2010* (NSW). These holidays currently include:

- (a) New Year's Day,
- (b) Australia Day,
- (c) Good Friday, Easter Saturday, Easter Sunday and Easter Monday,
- (d) Anzac Day,
- (e) Queen's Birthday,
- (f) Labour Day,

- (g) Christmas Day,
 - (h) Boxing Day.
- 20.3 In addition to clause 20.1, employees will be entitled to one additional public holiday each year. Allity will notify employees of the date this holiday will be observed by 1 July each year. This holiday will not apply in areas where an additional local public holiday is observed. The day may be observed:
- (a) On a day between Christmas and New Year that is not gazetted as a public holiday; or
 - (b) On the day the August Bank Holiday is gazetted to be observed.
- 20.4 Subject to the Act, employees may be required to work on Public Holidays (or days declared or prescribed in substitution for one of those days, as the case may be) in accordance with the roster.
- 20.5 For full-time Registered Nurses, Enrolled Nurse or Assistant in Nursing who are classified as a Shift Worker (see clause 11.4), approved ordinary hours worked on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) will be paid at:

Registered and Enrolled Nurses, Assistants in Nursing	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Public holiday	Means hours worked between 0000 and 2359 on a designated public holiday	150%	NA

- 20.6 For all other employees who work approved ordinary hours on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) will be paid at:

All other employees	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Public holiday	Means hours worked between 0000 and 2359 on a designated public holiday	250%	250%

- 20.7 The loadings in this clause are paid in substitution for, not in addition to, shift penalties and do not apply to Overtime hours.
- 20.8 Where a casual employee is entitled to loadings in accordance with this clause, the penalty rates are paid in substitution for, not in addition to, the Casual Loading specified in clause 17.2.
- 20.9 Where a Public Holiday (or a day declared or prescribed in substitution for one of those days, as the case may be) falls on a day that an employee would otherwise work, Allity may allow the employee to be free from duty on that day, provided Allity will pay the employee for the hours they would otherwise have worked on that day and treat them as ordinary hours worked. For the purposes of this clause:
- (a) an employee on a variable roster "would otherwise work" a particular day if, over the preceding 6 months, they have worked that day at least 50% of the time; and
- "allowing the employee to be free from duty" means expressly allowing the employee to work reduced ordinary hours for the fortnight because of the public holiday.

21. Weekend loadings

- 21.1 Approved ordinary hours of work on a Saturday or Sunday will be paid at the appropriate rate below, inclusive of a weekend loading:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Saturday	For hours worked between 0000 and 2359 (inclusive) on a Saturday	150%	150%
Sunday	For hours worked between 0000 and 2359 (inclusive) on a Sunday	175%	175%

- 21.2 The loadings in this clause are paid in substitution for, not in addition to, shift penalties and do not apply to Overtime hours.
- 21.3 Where a casual employee is entitled to loadings in accordance with this clause, the loading is paid in substitution for, not in addition to, the Casual Loading specified in clause 17.2.

22. Shift penalties

- 22.1 Approved Ordinary hours worked on an early afternoon, afternoon or night shift will be paid for at the appropriate penalty rate below:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Early afternoon shift	For a shift (or part of a broken shift) that starts at or after 10am and before 1pm	10%	35%
Afternoon shift	For a shift (or part of a broken shift) that starts at or after 1.00pm and before 4pm	12.5%	37.5%
Night shift	Means a shift that starts at or after 4pm and before 6am	15%	40%

- 22.2 The penalty rates in this clause do not apply to overtime hours or to work attracting weekend or public holiday penalties.
- 22.3 These penalties will not apply where an employee works less than 38 hours per week and the relevant shift is worked entirely within the hours of 6.00am to 6.00pm.

23. Allowances

- 23.1 Uniform Allowance

- (a) Employees required by Allity to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Such items are to remain the property of Allity and maintained by Allity free of cost to the employee.
- (b) Where a uniform is not supplied to a Registered Nurse, Enrolled Nurse or Assistant in Nursing the employee will be paid an allowance in the amount specified in Schedule 2 of this agreement (pro-rata for employees working less than 38 hours per week).

- (c) Where a uniform is not supplied to an employee other than that specified in clause 23.1(b) the employee will be paid an allowance in the amount specified in Schedule 2 of this agreement (pro-rata for employees working less than 38 hours per week).

23.2 Laundry Allowance

- (a) Where Allity requires a Registered Nurse, Enrolled Nurse or Assistant in Nursing to wear a uniform and this is not laundered by or at the expense of Allity, the employee will be paid a laundry allowance in the amount specified in Schedule 2 of this agreement (pro-rata for employees working less than 38 hours per week).
- (b) Where Allity requires an employee other than that specified in clause 23.2(a) to wear a uniform and this is not laundered by or at the expense of Allity, the employee will be paid a laundry allowance in the amount specified in Schedule 2 of this agreement (pro-rata for employees working less than 38 hours per week).
- (c) The laundry allowance is not payable during periods of paid or unpaid leave.

23.3 In Charge Allowance

- (a) A Registered Nurse who is required by Allity to be in charge during the day, evening or night of a home with 100 beds or more will be paid an additional amount as specified in Schedule 2 of this agreement.
- (b) A Registered Nurse who is required by Allity to be in charge of during the day, evening or night of a home with less than 100 beds will be paid an additional amount as specified in Schedule 2 of this agreement.
- (c) The in-charge allowances are not payable to a Registered Nurse employed in a classification above that of a Registered Nurse.
- (d) For the purposes of this clause the role of the In-Charge/Night Supervisor/Registered Nurse is defined as a requirement to perform duties that are additional to duties that would normally be required to be performed and would not be performed by the Registered Nurse if a more senior Registered Nurse was on the premises and the more senior nurse would normally perform such duties.

23.4 On Call Allowance

- (a) An employee who is required by Allity to be on call will be entitled to an allowance as specified in Schedule 2 of this agreement for each 24 hour period during part or all of which they are required to be on call.
- (b) An employee who is required to be on call by Allity on a rostered day off or a public holiday will be entitled to an allowance as specified in Schedule 2 of this agreement for each 24 period during part or all of which they are required to be on call.

23.5 Meal Break Allowances

- (a) An employee who is required by Allity to remain on call during a meal break will be entitled to an allowance as specified in Schedule 2 of this agreement per shift.
- (b) An employee who is required to work overtime for more than two hours will be provided with a 20 minute meal break and a meal free of charge. Where Allity is unable to provide the employee with a meal, an allowance as specified in Schedule 2 of this agreement will be payable.
- (c) After the initial period of two hours specified in clause 23.5(b), an employee working overtime will be entitled to a 20 minute meal break for each subsequent period of four hours of overtime on the same terms as in clause 23.5(b).

23.6 Leading Hand Allowance

- (a) This allowance does not apply to any employee whose classification includes supervisory responsibility, for example, Registered Nurse, Enrolled Nurse, Chef, Cook.
- (b) A leading hand:
 - (i) is an employee who is placed in charge of not less than two other employees of a substantially similar classification; and
 - (ii) will receive an allowance as specified in Schedule 2 of this agreement

23.7 Continuing Education Allowance

- (a) This allowance does not apply to an employee classified as a Clinical Nurse Specialist or higher.
- (b) A Registered Nurse or Enrolled Nurse who holds a qualification in a clinical field, that is additional to the qualification that allows them to be registered or enrolled with AHPRA, may be entitled to an allowance as specified in Schedule 2 of this agreement.
- (c) The allowance is payable where Allity accepts the qualification is directly relevant to the competency and skills used by the employee in carrying out their duties.
- (d) An employee may only receive one allowance where they hold multiple qualifications. The allowance payable is for the qualification of the highest monetary value.

23.8 Nauseous Linen Allowance

- (a) A General Service Officer required to handle linen of a nauseous nature will be entitled to receive an allowance in the amount specified in Schedule 2 of this agreement.
- (b) A General Service Officer required to handle linen of a nauseous nature will be entitled to receive an allowance in the amount specified in Schedule 2 of this agreement.
- (c) This allowance will not be payable where the nauseous linen is contained in sealed bags.

24. Expenses

24.1 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- (b) Other travel expenses will be reimbursed in accordance with Allity's policies and procedures from time to time.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 24.2 which exceed the mode of transport, meals or the standard of accommodation agreed with Allity for these purposes.

24.2 Other Expenses

- (a) Payment for or reimbursement of other expenses will be at Allity's discretion, subject to its policies and procedures applying from time to time.

25. Pay frequency

- 25.1 Payment of wages and/or salaries will be made fortnightly in arrears, by electronic funds transfer, not more than 5 working days after the end of each pay period ("Ordinary Pay Run").

- 25.2 Payment of allowances for each pay period will be made with the Ordinary Pay Run for the pay period to which they relate.
- 25.3 Approved expense payments that have not been approved in time for payment in the Ordinary Pay Run for the pay period in which they were incurred will be processed in the earliest practicable Pay run after approval of the expenses.
- 25.4 Where the agreed value of the underpayment is \$100 (gross) or more, payment will be made within 48 hours. Such a request will not be unreasonably refused. Otherwise, Allity agrees to repay any monies owing within 14 days.

26. Authorised deductions from payments

- 26.1 All payments under this agreement are subject to withholding of any applicable taxation or other amounts required to be withheld by law (eg, HECS contributions).
- 26.2 Subject to the FW Act, any entitlement paid to an employee in advance or anticipation of its accrual may be deducted from future payments owed to the employee by Allity (eg, from a "Termination Payment" or "Ordinary Pay Run" payment), provided:
- (a) the employee is notified of the deduction at least 5 working days prior to the pay run from which the amount will be deducted; or
 - (b) if the amount is being deducted from a Termination Payment, the employee is notified of the deduction prior to the payment being processed; and
 - (c) the employee authorises the deduction in writing and the amount of the deduction.
- 26.3 "Termination Payment" means payment to an employee at any time or as a consequence of termination of the employee's employment, including but not limited to any payment:
- (a) of ordinary salary or wages for the period prior to termination;
 - (b) in lieu of notice of termination;
 - (c) in respect of contingent entitlements payable on termination (eg, pro rata long service leave payable under the relevant State legislation);
 - (d) for accrued entitlements payable on termination (eg, annual leave and crystallised long service leave entitlements);
 - (e) of Redundancy Pay.

27. Superannuation

- 27.1 Allity will pay compulsory superannuation contributions to employees, in accordance with and subject to legislation (ie currently at the rate of 9.5%, subject to the statutory minimum and maximum contribution base).
- 27.2 Voluntary superannuation contributions may be made from either pre-tax or after-tax remuneration in accordance with the Salary Sacrifice clause below.

Employees may nominate a complying superannuation fund for the purposes of superannuation payments. In the absence of a complying nomination, Allity will direct superannuation payments to its default fund, being HESTA (ABN: 49 717 49 321; Superannuation Product ID: HST0100AU).

28. Salary sacrifice

- 28.1 This clause does not apply to Temporary or Casual employees.

- 28.2 Subject to compliance with applicable taxation laws and Allity's policies and procedures on salary sacrifice from time to time, an employee may agree with Allity to:
- (a) sacrifice pre-tax entitlements under this agreement in return for additional superannuation contributions; and/or
 - (b) direct after-tax payments under this agreement to a superannuation fund to supplement Allity's superannuation contributions.
- 28.3 An agreement to sacrifice salary to superannuation must be in writing.
- 28.4 For abundant clarity, nothing in this agreement extinguishes or amends any existing salary sacrifice agreement between an individual employee and Allity.

Part 5 - Leave

29. Annual leave

29.1 This clause does not apply to Casual employees.

29.2 An employee classified in the Nursing or Assistant in Nursing classifications will be entitled to:

- (a) 6 weeks of annual leave per year where they are a full-time employee regularly rostered to work over 7 days of the week, including weekends; or
- (b) 4 weeks of annual leave per year for other employees.

29.3 In addition to the leave allowed under clause 29.2(a) and (b) an employee classified in the Nursing or Assistant in Nursing classifications who works Sunday and/or public holidays will also be entitled to the following additional annual leave on the basis of the number of shifts worked per year:

Number of Sundays and/or public holidays worked	Full time	Part time
3 shifts or less	Nil	Nil
4 to 10 shifts	1 day	0.2 weeks
11 to 17 shifts	2 days	0.4 weeks
18 to 24 shifts	3 days	0.6 weeks
25 to 31 shifts	4 days	0.8 weeks
More than 32 shifts	5 days	1 week

29.4 All other employees will be entitled to:

- (a) 5 weeks of annual leave where they work 4 or more ordinary hours of work on 10 or more weekends; or
- (b) 4 weeks of annual leave per year for other employees.

29.5 Allity may require employees to take accrued annual leave during the Christmas/New Year period in any part of the business not involved in direct resident services which shuts down during that period ("Christmas Shutdown"), for example, administration. Allity will confirm the dates for any Christmas shutdown 4 weeks in advance.

29.6 "Shift Worker" means, for the purposes of this agreement and the NES, in respect of a particular employee, has the meaning in whichever of the following Modern Awards covers them: the Aged Care Award 2010 or the Nurses Award 2010.

29.7 **Excessive annual leave:** Annual leave is for rest, recreation and rejuvenation. On this basis, Allity encourages employees to take annual leave for each 12 month period within 6 months of the end of that period and not to accrue excessive annual leave.

- (a) An employee is considered to have excessive annual leave accrual if the employee has accrued more than 8 weeks annual leave (or 10 weeks annual leave for employees accruing leave under clause 29.1(a) or 29.3(a)).
- (b) Where an employee has an excessive annual leave accrual, Allity will consult with the employee about the taking of this leave with the goal of reaching agreement for reducing or eliminating the leave accrual. Where agreement is not reached, the employee will have 14 days to apply for leave requesting a period of leave within the next 6 months.

- (c) If the employee does not apply within 14 days for a period of leave within the next 6 months, Allity may require or request an employee to take annual leave at a particular time, by giving a minimum of 14 days' notice, provided the employee would have at least 6 weeks of leave remaining. This does not apply to leave required to be taken during the Christmas Shutdown.
 - (d) If the employee's leave request is refused by Allity, Allity may require or request an employee to take annual leave at a particular time, by giving a minimum of 28 days' notice, provided the employee would have at least 6 weeks of leave remaining. This does not apply to leave required to be taken during the Christmas Shutdown. The employee will not be required to take leave as per this clause if, within 7 days of the refusal, the employee provides an alternate time to take leave within the next 6 months that is approved by Allity.
 - (e) Where Allity and the employee agree, the employee may defer the taking of leave, for example, where they are planning an overseas trip, or to supplement a period of unpaid parental leave. The employee's request to defer leave will not be unreasonably refused, if employee has given a reason for the request, complies with notice requirements, and has taken at least 1 consecutive week of leave in the preceding 12 months.
- 29.8 Payment for annual leave:** If requested by an employee, payment for a period of annual leave will be made prior to the leave period commencing.
- 29.9 Annual Leave Loading** In addition to their ordinary pay, for the first 4 weeks of leave accrued each year, employees will be paid the higher of:
- (a) leave loading of 17.5% calculated on the employee's Minimum Hourly Rate of Pay and, where on the period of annual leave the employee would have otherwise received the following allowances, the allowances in clauses 23.3(a) and (b) (In charge allowance), clauses 23.4 (a), (b) and (c) (on call allowance) and clause 23.6(b) (Leading Hand allowance); or
 - (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- 29.10 Cashing out leave:** An employee may request to cash out annual leave on one occasion each financial year provided that:
- (a) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Allity and the employee; and
 - (b) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
 - (c) the employee must have at least 4 weeks of annual leave remaining after the leave is cashed out (or such other amount as may be required under any changes to the NES), and:
 - (d) to ensure that employees are taking adequate breaks from the workplace, the employee must either:
 - (i) already have taken as leave a minimum of 2 weeks of annual leave or 4 weeks of long service leave in a maximum of two separate periods of leave in the current financial year, or
 - (ii) at or before the time the leave is cashed out, the employee must apply for and have approved a minimum of 2 weeks of annual leave or 4 weeks of long service leave with a start date within 6 months after the leave is cashed out.

29.11 Purchased leave

An employee may request to purchase up to 4 additional weeks of leave ("Purchased Leave") in accordance with this clause:

- (a) an application must be submitted in writing and is subject to approval by Allity;
- (b) if approved, the accrual of the Purchased Leave will be offset by a proportionate reduction in the employee's Minimum Hourly Rate (and the reduced Minimum Hourly Rate will then apply for all purposes of this agreement unless and until the Purchased Leave arrangement ends);
- (c) the Purchased Leave accrual does not carry forward from year to year, therefore:
 - (i) Any unused portion of the Purchased Leave will be paid out on the 12 month anniversary date of the commencement of the agreement; or
 - (ii) An employee may apply in writing to hold the Purchased Leave accrual for a further period of 6 months, subject to the approval of Allity;
- (d) Purchased Leave is payable at the Minimum Hourly Rate;
- (e) Leave loading and penalties are not payable on Purchased Leave;
- (f) At the end of the Purchased Leave agreement the employee will revert to the appropriate Minimum Hourly Rate specified in Schedule 2.

30. Leave without pay

30.1 This clause does not apply to Casual employees.

30.2 Employees are required to comply with any leave application process set out in Allity's policies and procedures.

30.3 An employee may apply to take a period of leave without pay. The employee will be required to submit an application for leave without pay in writing. The application must provide the reasons the leave is being requested. This application must be submitted to the employee's manager at least 6 weeks before the period of leave without pay is due to start.

30.4 The employee will be required to exhaust paid accrued entitlements (annual leave and long service leave) before leave without pay will be approved.

30.5 Leave without pay is not an employee entitlement. Approval of leave without pay is at the discretion of Allity. Allity may approve leave where less than 6 weeks' notice is provided in exceptional circumstances, at Allity's discretion.

30.6 An employee must have completed at least 12 months service to be eligible to take leave without pay, unless the period of leave without pay is negotiated at the time the employee commences employment with Allity (for example, a period of leave booked before the employee started employment).

31. Paid and unpaid personal leave

31.1 Subject to this clause, paid and/or unpaid personal/carer's leave will be provided in accordance with and subject to the NES. For permanent and temporary employees this is 10 days paid leave per year (pro-rata for part-time employees). For casual employees this is 2 days unpaid carer's leave for each occasion.

- 31.2 An employee may apply for paid or unpaid personal/carer's leave in circumstances not covered by the NES. Approval of such requests is at Allity's discretion, in accordance with and subject to its policies in place from time to time.
- 31.3 Without limiting the requirements under the NES to provide appropriate notice and evidence for personal/carers leave, a medical certificate or statutory declaration may be required where:
- (a) the absence is 2 consecutive working days or more,
 - (b) the absence falls on either side of a day where the employee has taken approved leave (for example annual leave or long service leave), or
 - (c) the employee has been absent on 5 or more occasions in a calendar year that have not been supported by evidence.
- 31.4 Evidence an employee can provide includes:
- (a) a medical certificate from a medical practitioner confirming the personal illness of the employee or of a person in relation to whom they are entitled to take carer's leave; or
 - (b) if the personal/carer's leave does not relate to a personal illness or injury of the employee or another person, a statutory declaration from the employee confirming their valid reason for taking person/carer's leave.
- 31.5 Subject to the provision of a satisfactory certificate from a registered health practitioner and sick leave being due, extended or long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of extended or long service leave, provided that the period of leave does not occur prior to retirement, resignation or termination of services.

32. Compassionate leave

- 32.1 Compassionate leave will be provided in accordance with and subject to the NES, currently two days of leave per occasion. Compassionate leave for casual employees is unpaid.
- 32.2 An employee may apply for paid or unpaid compassionate leave in circumstances not covered by the NES. Approval of such requests is at Allity's discretion, in accordance with and subject to its policies in place from time to time.

33. Ceremonial leave

- 33.1 This clause does not apply to Casual employees.
- 33.2 Employees are required to comply with any leave application process set out in Allity's policies and procedures.
- 33.3 An employee who is legitimately required by their Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the prior approval of Allity.
- 33.4 An employee seeking approval for ceremonial leave is to provide Allity with as much advance notice as is reasonably possible of the date(s) they are seeking. Allity may also require, as a condition of approval, that an employee seeking ceremonial leave provides a written declaration confirming their Aboriginal, cultural or religious heritage or affiliation and the basis upon which they are required to attend to ceremonial matters at a particular time.

34. Community service leave

- 34.1 Community service leave will be provided in accordance with and subject to the NES. This entitles employees to be absent from work for the purpose of performing certain community services activities such as a voluntary management activity or jury service.
- 34.2 A permanent or temporary employee who is a member of a recognised emergency management body who is required by that organisation to assist, on a voluntary basis, in a critical incident or declared local emergency is entitled to payment for up to 3 days of community service leave per calendar year. This entitlement does not accrue from year to year.
- 34.3 A permanent or temporary employee required to attend for jury service is entitled to make up pay as provided by the NES.
- 34.4 In other situations not covered by the NES, Allity will consider approving paid or unpaid community service leave on a case by case basis.

35. Domestic and family violence leave

- 35.1 Any employee who is experiencing "**domestic or family violence**" can raise the issue with their Manager / Supervisor or their People and Culture Business Partner to access the entitlements under this clause.
- 35.2 An employee is entitled to 5 days' unpaid leave to deal with domestic or family violence, as follows:
 - (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
 - (b) the leave does not accumulate from year to year; and
 - (c) is available in full to part-time and casual employees
- 35.3 Employees may also access personal leave for the purpose of being absent because of domestic or family violence.
- 35.4 Employees may request alternative work arrangements to enable them to seek medical or legal assistance, attend court appearances or seek counselling.
- 35.5 An employee must give Allity notice of the taking of leave or when requesting alternative work arrangements for the purposes of domestic or family violence. The notice must be given to Allity as soon as practicable; and advise Allity of the period, or expected period, of the leave; and / or alternative work arrangements requested.
- 35.6 An employee who has given Allity notice of the taking of leave under this clause may be required, at Allity's discretion, to provide evidence that would satisfy a reasonable person that the leave is taken because of domestic or family violence.
- 35.7 "**Domestic and family violence**" means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and which causes them harm or to be fearful. It may include physical, sexual, financial, verbal or emotional abuse by a family member.
- 35.8 "**Family member**" means
 - (a) a spouse, de facto partner, child, ,grandparent, grandchild or sibling of the employee ;or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (d) A reference to a spouse or de facto partner, includes a former spouse or de facto partner

36. Parental leave

- 36.1 Unpaid parental leave will be provided in accordance with and subject to the NES.
- 36.2 The parties acknowledge that employees may also be eligible to receive payment for periods of parental leave through a Government paid parental leave scheme and that these payments may be administered (in whole or in part) through Allity, but that Allity is not otherwise required to make these payments to employees.
- 36.3 In addition to payment provided by any Government paid parental leave scheme, a permanent employee who is entitled to take parental leave under the NES is entitled to:
 - (a) in the case of a female employee (or primary carer in a same sex relationship or in the case of adoption), 6 weeks of employer-funded parental leave at the Minimum Hourly Rate. An employee may elect to take this leave at half pay for 12 weeks; or
 - (b) in the case of a male employee (or non-primary carer in a same sex relationship), 1 week of employer-funded partner leave at the Minimum Hourly Rate.
- 36.4 Other than 8 weeks of leave at the time of birth or placement of a child (in the case of adoption) a couple may not take leave at the same time.

Other than this short period of shared leave, each person in the couple must take leave in a continuous period. The second partner's leave must start immediately after the first person's leave ends.

37. Long service leave

- 37.1 Under this agreement, an employee is entitled to accrue one month of long service leave for each 5 years of service for the first 15 years of service, and one and a half months of long service leave for each five years of service after 15 years of service.
- 37.2 An employee may apply to take long service leave after 5 years of service.
- 37.3 Where the employment of an employee with at least 5 years of service is terminated the employee is entitled to be paid out their long service leave accrual at the Minimum Hourly Rate.
- 37.4 In all other respects, long service leave will be provided in accordance with and subject to the *Long Service Leave Act 1955 (NSW)*, as amended or replaced from time to time.
- 37.5 The amount of any existing entitlement to long service leave accrued to an employee as at the date of commencement of this agreement will be preserved. However, all rules about the taking of and payment for accrued long service leave, and the rate of any future accrual of long service leave will be in accordance with this agreement from the date of commencement.
- 37.6 Payments made in accordance with this clause include (and are not payable in addition to) the statutory entitlements.

38. Study and professional development leave

- 38.1 This clause does not apply to Casual employees

- 38.2 A full time employee is entitled to 3 days paid study leave each year. A part-time or temporary employee who works a minimum of 24 hours per fortnight is entitled to study leave on a pro-rata basis.
- 38.3 The employee must make a written request for study leave at least 4 weeks before the intended day of leave.
- 38.4 This leave can be used to attend a course of study with a recognised institution, attend or prepare for exams for a course of study with a recognised institution, or for professional development purposes.
- 38.5 The leave does not accrue from year to year.
- 38.6 Leave is paid at the Minimum Hourly Rate.

39. Representatives Leave

- 39.1 A maximum of 3 paid days per year (1 January to 31 December) for each Allity Home may be accessed by a trade union delegate/s to attend union delegate training, attendance at a union conference, meeting or course.
- 39.2 The delegate/s must make a written request at least 2 weeks before the intended day of leave.
- 39.3 Leave is paid at the Minimum Hourly Rate.
- 39.4 The leave is subject to the approval of Allity, but will not be unreasonable refused.

Part 6 – Separation

40. Ending employment (during probation period)

- 40.1 This clause does not apply to Casual or Temporary employees.
- 40.2 Unless a shorter period is specified in an employee's individually negotiated terms of employment, the first 6 months of an employee's continuous employment with Allity will be a probationary period.
- 40.3 During the probationary period, either party may end the employment by giving the other party 1 weeks' notice in writing or Allity may pay in lieu of notice.

41. Ending employment (after probation period)

- 41.1 This clause applies after an employee's probationary period ends.
- 41.2 This clause does not apply to Casual employees.
- 41.3 An employee may resign their employment by giving Allity the appropriate period of notice in writing as below:
- (a) 4 weeks' notice for a Care Manager; or
 - (b) for all other employees, as provided in column 2 in the table in 41.4 (to be clear, employees are not required to give an additional one week notice if aged over 45).
- 41.4 Allity may terminate the employment by giving the employee:

Period of continuous service	Notice period (employee aged 45 and under)	Notice period (employee aged over 45)
Not more than 1 year	1 week	1 week
More than 1 year, but not more than 2 years	2 weeks	2 weeks
More than 2 years, but not more than 3 years	2 weeks	3 weeks
More than 3 years, but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- 41.5 Alternatively, Allity may terminate the employment by giving the employee less notice than would otherwise be required by clause 41.4, as long as it pays the employee the difference between the notice actually given (if any) and their ordinary pay for the notice period specified in clause 41.4 (as if the full notice period had been given).
- ### 42. Ending employment (other matters)
- 42.1 Except for clause 42.2, this clause does not apply to Casual employees.
- 42.2 **Serious misconduct:** Allity may terminate employment without notice for serious misconduct by the employee. Serious misconduct has the meaning in the Act.
- 42.3 If an employee resigns or abandons their employment without giving the required notice in advance, Allity will only be required to pay the employee for the period up to and including their last day worked. Further, Allity may withhold from any payment due to the employee on termination an amount equal to the employee's ordinary pay for the period of notice not given.
- 42.4 During part or all of any notice period (whether notice has been given by Allity or by the employee), Allity may require the employee to:
- (a) perform special duties instead of their usual work (eg, handover duties); and/or

- (b) not attend or perform work; and/or
- (c) deal with or refrain from dealing with Allity's property, staff, funding bodies and other stakeholders in a manner specified by Allity.

43. Transfer between Allity Homes

- 43.1 An employee may apply to transfer their place of employment between one Allity Home (the old location) and another Allity Home (the new location).
- 43.2 Approval of the transfer is at the discretion of the General Manager at the new location and is dependent upon there being a position available. There is no guarantee that an equivalent position will be available.
- 43.3 If a transfer is approved, the employee's leave entitlements, including long service leave, annual leave and personal leave, will transfer to the new location.
- 43.4 A temporary employee may only transfer where a permanent position is available at the new location.
- 43.5 Provided the transfer is approved, an employee may take an unpaid break or access accrued leave entitlements for a period of up to 6 weeks between their final date of work at the old location and their first date of work in the new location without it affecting the transfer of their entitlements.
- 43.6 If the employee has not commenced work at the new location within 6 weeks after ceasing work at the old location, the employee will be taken to have resigned from their employment with Allity and a separation payment will be made in accordance with this agreement. Any entitlements owing will be paid out at the rate applicable as at the last day the employee worked for Allity.
- 43.7 This clause does not apply where:
- (a) the employee resigns from their employment with Allity and is re-employed at the same location, or
 - (b) the employee resigns from their employment without applying for a transfer prior to resignation and is later re-employed by Allity.

44. Redundancy pay

- 44.1 This clause does not apply to Casual or Temporary employees.
- 44.2 Redundancy pay under this agreement is not payable in situations where it would not be payable under the NES (including where FWC makes an order that it is not payable, or not payable in full).
- 44.3 The amount of redundancy pay payable to an eligible employee will be the appropriate amount from the table below. This amount is inclusive of, not in addition to, the amount of Redundancy Pay under the NES.

At least	But less than	Redundancy payment Under 45 years of age	Redundancy payment Over 45 years of age
1 year	2 years	4 weeks	5 weeks
2 years	3 years	7 weeks	8.75 weeks
3 years	4 years	10 weeks	12.5 weeks
4 years	5 years	12 weeks	15 weeks
5 years	6 years	14 weeks	17.5 weeks
6 years	And over	16 weeks	20 weeks

44.4 As an alternative to redundancy, an employee may transfer to lower paid duties where Allity and the employee agree. The employee will be entitled to the same period of notice they would have been entitled had their employment been terminated.

44.5 "Redundancy pay" has the meaning in the Act.

45. Redeployment and job search support

45.1 This clause does not apply to Casual employees.

45.2 This clause does not apply where Allity pays notice out in lieu under clause 40 or 41.

45.3 A temporary employee may take up to 7.6 hours per week, without loss of pay, to seek alternative employment during:

- (a) the 2 week period immediately prior to the agreed end time of their employment, if the period of their temporary employment is for less than 6 months; or
- (b) the 4 week period immediately prior to the agreed end time of their employment, if the period of their temporary employment is for 6 months or more.
- (a) if notice has been given in accordance with clause 40 or 41, that notice period.

45.4 After receiving notice of termination in accordance with clause 40 or 41, a permanent employee may take up to 7.6 hours per week, without loss of pay, to seek alternative employment.

45.5 An employee wishing to take time off in accordance with this clause must consult with Allity about convenient times and days and obtain Allity's approval in advance of any absence.

45.6 As a condition of paying for the time off, Allity may require evidence to confirm the nature of the job search activities undertaken by the employee during the time off.

45.7 A temporary employee will not be entitled to the benefits in this clause at any time after they have already accepted an offer of employment for the period after their agreed end time (whether with Allity or another employer) or if they have been offered continuous employment by Allity in a comparable role commencing within 3 months after the agreed end time.

45.8 Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated Allity may, at their discretion, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

Part 7 – Other Expectations and Commitments

46. Access to NES

- 46.1 Allity will ensure employees are able to access a copy of the NES and this agreement at their primary workplace.

47. No smoking and health promotion

- 47.1 As a health promotion organisation, Allity discourages both active and passive smoking and encourages healthy lifestyle options. Employees are expected to model conduct which is consistent with these objectives while at work. This includes not smoking in the presence of residents or visitors, during work related activities or while wearing the Allity uniform unless Allity's logo and identifying marks are covered and not visible to the public.

48. Resolving disputes about this agreement

- 48.1 In the event of a grievance or dispute about a matter under this agreement or in relation to the NES ("Dispute"), in the first instance the parties to the Dispute must attempt to resolve it at the workplace level.

- 48.2 If a Dispute arises, the following procedure must be followed:

- (a) **Step 1:** The employee concerned must raise the Dispute with their immediate supervisor or manager as appropriate. If the employee is not satisfied with the outcome, or their cause of concern is the immediate manager, they may refer to the General Manager. If the employee is not satisfied with the outcome, after raising the matter with the General Manager, or their cause of concern is the General Manager, they may proceed to Step 2.
- (b) **Step 2:** If the Dispute is not resolved within 7 business days, either party may escalate the Dispute for consideration by Allity Services HR.
- (c) **Step 3:** If the Dispute is not resolved within a further 7 business days, either party may refer the Dispute to the CEO or executive manager for decision within 3 business days (provided the CEO or executive manager did not already consider the Dispute for the purposes of Step 2 above).
- (d) **Step 4:** If either party remains dissatisfied with the decision of the CEO or executive manager, the Dispute may be referred to FWC for conciliation and, where the matter remains unresolved following conciliation, arbitration. Any Dispute referred to FWC under this clause should be dealt with by a member agreed by the parties to the Dispute at the time or, in default of the agreement, a member nominated by either the head of the relevant panel or the President.

- 48.3 While the dispute settlement procedures are being followed:

- (a) each party may be represented in connection with the Dispute by a representative of their choice;
- (b) work will continue as normal in accordance with the circumstances that existed prior to the Dispute, unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

- 48.4 Subject to applicable workplace health and safety legislation, an employee must not unreasonably fail to comply with a direction issued by Allity to perform work in accordance with clause 48.3,

whether at the same or another workplace, that is within the skills and competence of the employee and is safe and appropriate for the employee to perform.

- 48.5 **"Dispute"** means a grievance or dispute between Allity and another person(s) covered by this agreement, about a matter under this agreement or in relation to the NES.

49. Consultation about major workplace changes

- 49.1 Where Allity has made a definite decision to introduce a major workplace change likely to have significant effects on employees, before implementing the changes Allity must:

- (a) notify the employees who may be affected by the proposed changes;
- (b) discuss the proposed changes with the affected employees;
- (c) provide relevant information to the affected employees in writing;
- (d) allow affected employees an opportunity to respond to the proposed changes if they wish to do so; and
- (e) consider any concerns raised by affected employees about the proposed changes.

- 49.2 Where Allity proposes to introduce a change to the regular roster or ordinary hours of work of employees, before implementing the changes Allity must:

- (a) notify the employees who may be affected by the proposed changes;
- (b) discuss the proposed changes with the affected employees;
- (c) provide relevant information to the affected employees about the change;
- (d) invite affected employees to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities); and
- (e) consider any views raised by affected employees about the impact of the proposed changes.

- 49.3 In any consultation about major workplace change under clause 49.1 or 49.2, employees (individually or collectively) may appoint a person or body to represent their personal interests. Where employee(s) wish to appoint a representative they are to notify Allity of the representative's name and contact details in writing.

- 49.4 Nothing in this clause or agreement requires Allity to disclose confidential information to employees or their representatives for the purposes of consultation if it would be contrary to Allity's interests to do so.

- 49.5 **"Major workplace change"** means a major workplace change in production, program, organisation structure or technology.

- 49.6 **"Significant effects"** means:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of Allity's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or

- (g) the restructuring of jobs,

but does not include outcomes or effects that are expressly permitted or anticipated by this agreement or by any contract of employment with a particular employee.

50. Staffing levels, skill mix and workload management

50.1 The parties to this agreement acknowledge Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employees and the quality of resident care.

50.2 Allity encourages its managers to include workload management as an agenda item at staff meetings, at least on a quarterly basis.

50.3 Allity also encourages employees who have concerns about their workload to raise their concerns with management as follows

- (a) In the first instance, employees should discuss the issue with their immediate supervisor and, where appropriate, explore options.
- (b) If a solution still cannot be identified and implemented, the matter should be referred to the General Manager in writing for further discussion. The General Manager will respond within 3 business days.
- (c) If a solution still cannot be identified and implemented the matter should be referred to the appropriate senior manager in writing for further discussion. The senior manager will respond within a further 4 business days.
- (d) The outcome of the discussions at each level and any proposed solutions should be fed back to effected employees.

50.4 The resolution of workload issues should be based on the following criteria, but not limited to:

- (a) Clinical assessment of resident's needs;
- (b) The demand of the environment such as the layout of the Home;
- (c) Statutory obligation (including but not limited to workplace health and safety legislation);
- (d) The requirements of nurse regulatory legislation;
- (e) Reasonable workloads;
- (f) Accreditation standards;
- (g) Budgetary considerations and
- (h) Occupancy levels and hospital leave

50.5 Where staff replacement is reasonably required to achieve the aspirations of this clause, Allity will endeavour to fill positions as soon as possible. This may include advertising positions internally and externally as well.

50.6 If the issue is still unresolved, the employee/s may advance the matter through Clause 48 'Resolving disputes about this agreement'. Arbitration of workload management issues by the FWC is limited to the process and matters contained within this clause only and does not include the implementation of staff ratios.

51. Essential learning

- 51.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities as they relate to their role.
- 51.2 Training (including attendance at compulsory fire drills) will be provided during rostered hours of work or before or after a rostered shift wherever possible.
- 51.3 Where it is not possible for an employee to attend training during their rostered ordinary hours of work Allity will provide two weeks' notice of the requirement to attend training. This notice period does not apply to e-learning.
- 51.4 Payment for learning
 - (a) Where an employee is required by Allity to complete an e-learning module outside their rostered hours of work, the employee will be paid for the length of the learning session or one hour whichever is the greater.
 - (b) Where an employee is required by Allity to complete any other learning (including fire drills) outside their rostered hours of work, the employee will be paid for the length of the learning session or two hours whichever is the greater.
 - (c) Where an employee is required to attend learning on a Saturday, the loadings in Clause 21 (Weekend Loadings) will apply
 - (d) For the purposes of this clause, other than 51.4(c) training is paid at the Minimum Hourly Rate and clause 19 (Overtime) does not apply.

Signing page

Signed in accordance with s 185(5) of the Act and Regulation 2.06A of the Fair Work Regulations:

On behalf of the employer covered by the Agreement:

Signature of employer representative

J Hopwood

Jacqueline Hopwood

Full name of employer representative

Level 1, 39 Albany Street, Crows Nest, NSW 2065

Full address of the employer representative

10 / 10 / 2018

Date signed by employer representative

Director of People and Culture

Explanation of employer representative's authority to sign on behalf of employer

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

Coral Vicky Levett
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017


Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

Signed for and on behalf of the HSU New South Wales, as a bargaining representative, by its duly authorised officer:




Gerard Hayes

Secretary

HSU New South Wales Branch

Level 2, 109 Pitt Street

SYDNEY NSW 2000



WITNESS

Luke Maroney

Level 2, 109 Pitt Street

SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

Schedule 1 – interpretation rules

In this agreement:

- (i) references to employees are taken to be references to each employee jointly and severally, as the context dictates;
 - (ii) a reference in this agreement to a separate document, policy, procedure, instrument or legislation of any kind does not incorporate it or any part of it into this agreement and no such reference will create, imply or infer any right or entitlement that is enforceable against Allity;
 - (iii) unless expressly stated, a reference in this agreement to a separate document, policy, procedure, instrument or legislation of any kind is a reference to it as amended, replaced or retracted from time to time;
 - (iv) other than the express terms of this document no other terms may be inferred, implied or incorporated into this agreement;
 - (v) an obligation upon or benefit afforded to a person under this agreement will not infer a reciprocal or equivalent obligation or benefit on another person;
 - (vi) a reference to a person under this agreement may refer to an individual, corporation, partnership or association;
 - (vii) cognates of defined terms have a corresponding meaning; and
- any gendered reference includes a reference to any other gender.

Schedule 2 – Rates of pay

The Minimum hourly rates are set out below:

Nursing Classifications	1 Jan 18	1 Jul 18	1 Oct 18	1 Jan 19	1 Jan 20	1 Jan 21
				3%	2.7%	2.7%
Enrolled Nurse, Paypoint 1	\$26.54	\$26.54		\$27.33	\$28.07	\$28.83
Enrolled Nurse, Paypoint 2	\$27.06	\$27.06		\$27.87	\$28.62	\$29.39
Enrolled Nurse (Medication Authorised), Paypoint 1	\$27.29	\$27.29		\$28.11	\$28.87	\$29.65
Enrolled Nurse (Medication Authorised), Paypoint 2	\$27.55	\$27.55		\$28.38	\$29.15	\$29.93
Enrolled Nurse (Medication Authorised), Paypoint 3	\$27.80	\$27.80		\$28.64	\$29.41	\$30.20
Enrolled Nurse (Medication Authorised), Paypoint 4	\$28.07	\$28.07		\$28.92	\$29.70	\$30.50
Enrolled Nurse Senior	\$29.55	\$29.55		\$30.44	\$31.26	\$32.11
Registered Nurses						
Registered Nurse, Paypoint 1	\$28.12	\$28.12		\$28.96	\$29.74	\$30.55
Registered Nurse, Paypoint 2	\$29.55	\$29.55		\$30.44	\$31.26	\$32.11
Registered Nurse, Paypoint 3	\$31.00	\$31.00		\$31.93	\$32.79	\$33.68
Registered Nurse, Paypoint 4	\$32.54	\$32.54		\$33.51	\$34.42	\$35.35
Registered Nurse, Paypoint 5	\$35.60	\$35.60		\$36.67	\$37.66	\$38.67
Registered Nurse, Paypoint 6	\$38.80	\$38.80		\$39.96	\$41.04	\$42.15
Clinical Nurse Specialist	\$40.33	\$40.33		\$41.54	\$42.66	\$43.82
Clinical Nurse Leader, Level 1	\$44.03	\$44.03		\$45.35	\$46.57	\$47.83
Clinical Nurse Leader, Level 2	\$45.07	\$45.07		\$46.42	\$47.67	\$48.96
Care Manager (less than 65 beds)	\$46.22	\$46.22		\$47.60	\$48.89	\$50.21
Care Manager (65 beds plus)	\$47.99	\$47.99		\$49.43	\$50.77	\$52.14

Assistant in Nursing Classifications	1 Jan 18	1 Jul 18	1 Oct 18	1 Jan 19	1 Jan 20	1 Jan 21
				3%	2.7%	2.7%
Assistant in Nursing (Unqualified), Paypoint 1	\$21.01	\$21.01	\$21.08	\$21.64	\$22.23	\$22.83
Assistant in Nursing (Unqualified), Paypoint 2	\$21.63	\$21.63		\$22.28	\$22.89	\$23.50
Assistant in Nursing (Unqualified), Paypoint 3	\$22.24	\$22.24		\$22.91	\$23.53	\$24.17
Assistant in Nursing (Unqualified), Paypoint 4	\$22.59	\$22.59		\$23.27	\$23.90	\$24.55
Assistant in Nursing (Qualified), Paypoint 1	\$22.24	\$22.24	\$22.49	\$22.91	\$23.53	\$24.17
Assistant in Nursing (Qualified), Paypoint 2	\$22.89	\$22.89		\$23.58	\$24.21	\$24.87
Assistant in Nursing (Medication Competent)	\$23.57	\$23.57		\$24.27	\$24.93	\$25.60
Care Manager (65 beds plus)	\$47.99	\$47.99		\$49.43	\$50.77	\$52.14

General Service Employee Classifications	1 Jan 18	1 Jul 18	1 Oct 18	1 Jan 19	1 Jan 20	1 Jan 21
				3%	2.7%	2.7%
Administration, Grade 1, Paypoint 1	\$23.19	\$23.19		\$23.89	\$24.53	\$25.20
Administration, Grade 1, Paypoint 2	\$23.65	\$23.65		\$24.35	\$25.01	\$25.69
Administration, Grade 2, Paypoint 1	\$24.09	\$24.09		\$24.81	\$25.48	\$26.17
Administration, Grade 2, Paypoint 2	\$24.49	\$24.49		\$25.23	\$25.91	\$26.61
Administration, Grade 3, Paypoint 1	\$24.85	\$24.85		\$25.60	\$26.29	\$27.00
Administration, Grade 3, Paypoint 2	\$25.28	\$25.28		\$26.04	\$26.75	\$27.47
General Service Officer, Grade 1	\$20.23	\$20.36	\$20.53	\$20.97	\$21.54	\$22.12
General Service Officer, Grade 2	\$20.64	\$20.96	\$21.38	\$21.59	\$22.17	\$22.77
General Service Officer, Grade 3	\$21.35	\$21.78	\$22.22	\$22.43	\$23.04	\$23.66
General Service Officer, Grade 4	\$21.75	\$22.04	\$22.48	\$22.70	\$23.31	\$23.94
General Service Officer, Grade 5	\$24.07	\$24.07		\$24.80	\$25.47	\$26.15
Recreation Activities Officer (Unqualified)	\$21.56	\$21.78	\$22.22	\$22.43	\$23.04	\$23.66
Recreation Activities Officer (Qualified), Paypoint 1	\$21.96	\$22.78	\$23.24	\$23.46	\$24.10	\$24.75
Recreation Activities Officer (Qualified), Paypoint 2	\$22.22	\$22.78	\$23.24	\$23.46	\$24.10	\$24.75
Lifestyle Coordinator	\$23.87	\$24.44	\$24.93	\$25.17	\$25.85	\$26.55

Allowances	1 Jan18	1 Jan 19	1 Jan 20	1 Jan 21
	2.35%	3.00%	2.70%	2.70%
All Employees				
Uniform Allowance - Clause 23.1 b) (per week)	\$15.63	\$16.10	\$16.53	\$16.98
Uniform Allowance - Clause 23.1 c) (per week)	\$6.24	\$6.43	\$6.60	\$6.78
Laundry Allowance - Clause 23.2 a) (per week)	\$5.83	\$6.01	\$6.17	\$6.34
Laundry Allowance - Clause 23.2 (per week)	\$1.61	\$1.66	\$1.70	\$1.75
In Charge Allowance - Clause 23.3 (a) (per shift)	\$39.57	\$40.76	\$41.86	\$42.99
In Charge Allowance - Clause 23.3 (b) (per shift)	\$24.56	\$25.30	\$25.98	\$26.69
On Call Allowance - Clause 23.4 (a) (per 24 hour period)	\$21.91	\$22.57	\$23.18	\$23.81
On Call Allowance - Clause 23.4 (b) (per 24 hour period)	\$43.79	\$45.10	\$46.32	\$47.57
On Call Meal Allowance - Clause 23.5 (a) (per shift)	\$11.84	\$12.20	\$12.53	\$12.86
Overtime Meal Allowance - Clause 23.5 (b) - per meal break	\$14.79	\$15.23	\$15.64	\$16.07
Leading Hand Allowance - Clause 23.6 - 2 to 5 employees (per week)	\$23.21	\$23.91	\$24.55	\$25.22
Leading Hand Allowance - Clause 23.6 - 6 to 10 employees (per week)	\$32.55	\$33.52	\$34.43	\$35.36
Leading Hand Allowance - Clause 23.6 - 11 to 15 employees (per week)	\$41.22	\$42.45	\$43.60	\$44.78
Leading Hand Allowance - Clause 23.6 - 16 plus employees (per week)	\$50.44	\$51.95	\$53.35	\$54.79
Qualifications Allowance - Clause 23.7 - RN, postgraduate certificate (per week)	\$20.60	\$21.22	\$21.79	\$22.38
Qualifications Allowance - Clause 23.7 - RN, postgraduate diploma/degree (per week)	\$34.36	\$35.39	\$36.35	\$37.33
Qualifications Allowance - Clause 23.7 - RN, postgraduate masters/doctorate (per week)	\$41.22	\$42.45	\$43.60	\$44.78
Qualifications Allowance - Clause 23.7 - EN, additional Certificate IV (per week)	\$13.75	\$14.16	\$14.54	\$14.93
Nauseous Linen Allowance - Clause 23.8 (per hour)	\$0.29	\$0.30	\$0.30	\$0.31

Schedule 3 – Classification Descriptions

Each employee covered by this agreement will be classified in accordance with whichever of the following classifications best describes the nature of the employment they are engaged to perform.

For the purposes of determining paypoints and progression through paypoints (where a classification has more than one paypoint):

- (a) Upon commencement with Ality, an employee's starting paypoint will be determined in accordance with Clause 11.5.
- (b) An employee classified as a General Services Officer Grade 1 will be classified at that Grade for a maximum period of three months.
- (c) Other than the provision at b) above, an employee will be entitled to progress to the next paypoint after 1976 hours worked (which includes paid leave and experience with another employer in accordance with Clause 11.5), but not less than a 12 month period from any previous increase.

A. General Nursing Classifications

Classification	Qualification	Description
Enrolled Nurse	Certificate IV in Nursing or Hospital Certificate	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> is registered as an Enrolled Nurse with the Australian Health Practitioner Regulation Agency; and has no endorsement on their registration to administer medications. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There is 2 paypoints for this classification.
Classification	Qualification	Description
Enrolled Nurse (Medication Authorised)	Diploma of Nursing or Certificate IV/Hospital Certificate.	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> is registered as an Enrolled Nurse with the Australian Health Practitioner Regulation Agency; and has an endorsement on their registration to administer medications and is required to do so as part of their duties. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There are 4 paypoints for this classification.

Classification	Qualification	Description
Enrolled Nurse Senior	Diploma of Nursing or Certificate IV/Hospital Certificate.	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • is registered as an Enrolled Nurse with the Australian Health Practitioner Regulation Agency; and • has an endorsement on their registration to administer medications and is required to do so as part of their duties; and • is required by Allity to take on additional duties and responsibilities. For example, as a Care Coordinator, or Learning Coordinator. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There is 1 paypoint for this classification.
Classification	Qualification	Description
Registered Nurse	Bachelor of Nursing or Hospital Certificate	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • is registered as a Registered Nurse with the Australian Health Practitioner Regulation Agency; and • is not otherwise classification in one of the higher classifications below. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There are 6 paypoints for this classification.
Classification	Qualifications	Description
Clinical Nurse Specialist	<p>Bachelor of Nursing or Hospital Certificate; and either:</p> <ul style="list-style-type: none"> • Specific post basic qualifications and 12 months experience working in the clinical area of his or her specified post basic qualification, or • Other experience deemed appropriate by Allity. 	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • is registered as a Registered Nurse with the Australian Health Practitioner Regulation Agency; and • is responsible for clinical nursing duties (clinical nurse specialist) or clinical education and programs (clinical nurse educator). <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There is one paypoint for this classification.

Classification	Qualifications	Description
Clinical Nurse Leader (Level 1)	<p>Bachelor of Nursing or Hospital Certificate; and either:</p> <ul style="list-style-type: none"> Specific post basic qualifications and 2 years post basic experience, or Other experience deemed appropriate by Allity. 	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> is registered as a Registered Nurse with the Australian Health Practitioner Regulation Agency; and is responsible for the clinical care of a ward or section of a home that has less than 60 beds (Nurse Unit Manager); or is responsible for the design, delivery and implementation of learning programs for a Home or network of Homes (Nurse Educator); <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There is 1 paypoint for this classification.
Classification	Qualifications	Description
Clinical Nurse Leader (Level 2)	<p>Bachelor of Nursing or Hospital Certificate; and either:</p> <ul style="list-style-type: none"> Specific post basic qualifications and 2 years post basic experience, or Other experience deemed appropriate by Allity. 	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> is registered as a Registered Nurse with the Australian Health Practitioner Regulation Agency; and is responsible for the clinical care of a ward or section of a home that has more than 60 beds (Nurse Unit Manager); or is responsible for the design, delivery and implementation of learning programs for a Home or network of Homes (Nurse Educator) <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There is 1 paypoint for this classification.
Classification	Qualifications	Description
Care Manager (<65 beds)	Bachelor of Nursing or Hospital Certificate	<p>An employee appointed to this classification:</p> <p>is registered as a Registered Nurse with the Australian Health Practitioner Regulation Agency; and is responsible for the overall clinical management of a Home with less than 65 beds.</p> <p>Notes regarding paypoints:</p> <p>There is 1 paypoint for this classification.</p>

Classification	Qualifications	Description
Care Manager (65 beds plus)	Bachelor of Nursing or Hospital Certificate	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> is registered as a Registered Nurse with the Australian Health Practitioner Regulation Agency; and is responsible for the overall clinical management of a Home with more than 65 beds. <p>Notes regarding paypoints:</p> <p>There is 1 paypoint for this classification.</p>

B. Assistant in Nursing Classifications

Classification	Qualification	Description
Assistant in Nursing (Unqualified)	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> has no formal qualification; and provides personal care and support for residents under the general supervision of an Enrolled or Registered Nurse. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There are 4 paypoints for this classification.
Classification	Qualification	Description
Assistant in Nursing (Qualified)	Certificate III or Certificate IV in Aged Care or similar	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> holds a Certificate III or Certificate IV in Aged Care or similar; and provides personal care and support for residents under the general supervision of an Enrolled or Registered Nurse. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There are 2 paypoints for this classification.

Classification	Qualification	Description
Assistant in Nursing (Medication Competent)	Certificate IV in Aged care or similar	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • holds a Certificate IV in Aged Care or similar; and • provides personal care and support for residents under the general supervision of an Enrolled or Registered Nurse; and • has been assessed by Allity as medication competent; and • is required by Allity to administer medications; • may have additional responsibilities such as administrative responsibilities and/or supervision of another employee in the Assistant in Nursing classification structure. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There is 1 paypoint for this classification. • If an employee required to administer medications on an ad hoc or irregular basis the provisions of Clause 25 Employee Higher Duties, will apply to the time spent administering medications

C. General Service Employee Classification

Classification	Qualification	Description
Administration Grade 1	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • Provides general administrative support for a Home including reception, accounts, payroll and basic resident enquiries. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There are 2 paypoints for this classification.
Administration Grade 2	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • Provides administrative support to a home including reception, accounts, payroll, resident admissions, and more complex resident enquiries; and • May be required to supervise at least one other employee in the Administration classification structure; and • May be required to develop administrative processes and procedures for the Home. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There are 2 paypoints for this classification.

Administration Grade 3	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • Provides administrative support to a home including reception, accounts, payroll, resident admissions, and complex resident enquiries, and • Is required to liaise with external persons and organisations in connection with the business, and • Is required to assist residents, families and employee's with more complex enquiries. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There are 2 paypoints for this classification. • This classification is not intended to cover any employee employed in a managerial capacity, who is accountable for the operation of part, or all, of a function of Allity's operations.
Classification	Qualification	Description
General Service Officer Grade 1	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • Provides catering, cleaning, laundry or similar support services to a Home. • Has less than 3 months experience in aged care or a related field. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There is 1 paypoint for this classification.
Classification	Qualification	Description
General Service Officer Grade 2	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • Provides catering, cleaning, laundry or similar support services to a Home; and • Has more than 3 months experience in an aged care or related field. • Under the general supervision of an employee in a higher grade in the General Service Officer classification structure carry out duties consistent with their skills and experience (for example, for an employee working in catering services, preparation of light meals such as eggs, toast, salads, sandwiches and simple cooking duties such as heating meals in accordance with provided instructions). <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> • There is 1 paypoint for this classification.
Classification	Qualification	Description
General Service Officer Grade 3	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> • Acts as an assistant to an employee of a higher grade in the General Service Officer classification structure, for example, an Assistant Cook or Maintenance Officer; or

		<ul style="list-style-type: none"> Is employed as a Bus Driver; or Is required by Allity to carry out duties requiring a higher level of skill and/or specialist experience or training, and Is required by Allity to take on additional responsibilities. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There is 1 paypoint for this classification.
Classification	Qualification	Description
General Service Officer Grade 4	<ul style="list-style-type: none"> Certificate III or IV in a relevant field, or Other experience deemed appropriate by Allity. 	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> Does not have a trade qualification allowing them to be classified at Grade 5; Is capable of prioritising work and exercising discretion within established areas of responsibility, Is responsible and accountable for work performed, Is required by Allity to carry out duties requiring a higher level of skill and/or specialist experience or training. May be responsible for supervising and coordinating the work of others, Indicative positions covered under this Grade would include Maintenance Officer (Unqualified), Gardener (Unqualified), Cook. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There are 3 paypoints for this classification.
Classification	Qualification	Description
General Service Officer Grade 5	Trade qualification	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> Holds a recognised trade qualification and is required by Allity to utilise that qualification as part of their duties, Is capable of functioning autonomously, prioritising and exercising discretion, May be responsible for supervising and coordinating the work of others, Has a high level of accountability for work performed, Indicative positions covered under this Grade would include Maintenance Officer (Qualified), Gardener (Qualified), Chef. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There is 1 paypoints for this classification.

Classification	Qualification	Description
Recreation Activities Officer (Unqualified)	Nil	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> provides leisure and lifestyle services to residents. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There is 1 paypoint for this classification.
Classification	Qualification	Description
Recreation Activities Officer (Qualified)	Certificate III or IV in Leisure and Lifestyle or similar	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> Holds a Certificate III or IV in Leisure and Lifestyle or similar, and provides leisure and lifestyle services to residents. <p>Notes regarding paypoints:</p> <p>There are 2 paypoints for this classification.</p>
Classification	Qualification	Description
Lifestyle Coordinator	Certificate IV in relevant field (or higher)	<p>An employee appointed to this classification:</p> <ul style="list-style-type: none"> Holds a Certificate IV in a relevant field (or higher), and Develops and coordinates the leisure program for a home or group of homes. is capable of functioning autonomously, prioritising and exercising discretion within established routines, methods and procedures is responsible for supervising the work of others possesses developed administrative and problem solving skills possesses well developed interpersonal, communication and arithmetic skills; and has a high level of responsibility and accountability for work performed. <p>Notes regarding paypoints:</p> <ul style="list-style-type: none"> There is 1 paypoint for this classification.

Schedule 4: Transitional Provisions for Transferring Employees

1. Application of this Schedule – New Homes

- 1.1 This Schedule applies in respect of any Allity Home that has been acquired by Allity or a related company after the date this agreement was made under the Act (**New Home**), provided:
- (a) the acquisition was a transfer of business for the purposes of the Act; and
 - (b) in connection with the acquisition, the Fair Work Commission has made an order to the effect that this agreement will apply to one or more transferring employees in their employment with Allity.
- 1.2 This schedule covers and applies to all individuals who:
- (a) (fall within the general coverage provision in clause 3 of this agreement; and
 - (b) work in the New Home;
- provided Allity has stated in a written offer of employment to the individual that this Schedule is intended to apply to their employment with Allity.
- 1.3 For clarity, subject to its terms, this Schedule applies to:
- (a) transferring employees covered by this agreement; and
 - (b) if stated in their offer of employment, non-transferring employees employed in the New Home after the transfer of business.
- 1.4 To the extent of any inconsistency between the terms of this Schedule and the other terms of this agreement, this Schedule prevails.

2. Effect of this Schedule – Transitioning of Terms & Conditions

- 2.1 This Schedule provides for the transitioning of employee classifications and base rates of pay:
- (a) from those that applied to transferring employees immediately prior to the transfer of business under any Enterprise Agreement or Modern Award;
 - (b) to those that would otherwise apply under this agreement if this Schedule did not apply.

3. Reclassification – Transferring Employees

- 3.1 Prior to or within 2 weeks after the transfer of business, Allity will advise each transferring employee in writing of their classification under this agreement.
- 3.2 Where a transferring employee believes they may have been incorrectly classified, an employee will have 4 weeks from the date of notification to seek reclassification and, if applicable, to provide satisfactory evidence of completed qualifications or experience.
- 3.3 If a request for reclassification that is made within 4 weeks after notification is successful, the affected employee will be entitled to receive back pay effective from date of their transfer of employment.
- 3.4 If the employee requests or provides evidence to support reclassification more than 4 weeks after notification and Allity approves that request, their minimum rate of pay will be adjusted from the first pay period after the evidence is provided.

4. If Allity's Pay Rate better than New Home's

- 4.1 If, in respect of an employee's classification, the base rate of pay under this agreement is higher than the base rate of pay that applied to a transferring employee under an Enterprise Agreement or Modern Award immediately prior to the transfer of business, then Allity may, at its election, either:
- (a) maintain and continue to apply the pre-transfer base rate of pay at the New Home after the transfer of business (subject to applying any increases to the pre-transfer base rate of pay at the same time and at the same percentage rate as would otherwise apply under this agreement); or
 - (b) stagger or incrementally transition from the pre-transfer base rate of pay upwards to the higher Allity base rate of pay, provided the full minimum rate of pay under this agreement must come into full force and effect no later than 3 years after the transfer of business.

5. New Home Pay Rate better than Allity's

- 5.1 If, in respect of an employee's classification, the base rate of pay that applied to a transferring employee under an Enterprise Agreement or Modern Award immediately prior to the transfer of business was higher than the base rate of pay under this agreement, then Allity may, at its election, either:
- (a) maintain and continue to apply the pre-transfer base rate of pay at the New Home for a specified period; or
 - (b) stagger or incrementally transition from the pre-transfer base rate of pay downwards to the Allity base rate of pay over a specified period.
- 5.2 Nothing in this clause 5 allows Allity to reduce the contractual terms and conditions of employment of an employee who is already employed immediately prior to an incremental change taking effect.
- 5.3 If the base rate of pay that applied to a transferring employee under an Enterprise Agreement or Modern Award immediately prior to the transfer of business was higher than the base rate of pay for the employee's classification under this agreement, then, until fully absorbed, the balance of the difference between the rates may be offset against future increases in base rates and benefits under this agreement.

6. Consultation about Incremental Transition

- 6.3 Where Allity decides to stagger or incrementally transition from the pre-transfer base rate of pay to the Allity base rate of pay, within the first 3 months after the transfer Allity must:
- (a) consult with affected employees at the New Home in accordance with the consultation provisions in this agreement;
 - (b) without limiting the consultation obligations above, provide affected employees (and their representatives) with an opportunity to raise any concerns about the proposed increments, including concerns that the transition may operate unfairly for one or more particular employees; and
 - (c) following such consultation, determine and publish in final the manner in which the terms and conditions will transition (including the dates upon which particular changes will take effect).

7. Adjustment for Better Off Overall Test

- 7.1 For the purposes of clause 4 of this Schedule, if:
- (a) an employee's pre-transfer base rate of pay is less than the Allity base rate of pay; and

- (b) continuing to apply the pre-transfer base rate of pay, in conjunction with the other terms and conditions in this agreement, would not ensure that the employee is better off overall than if the relevant Modern Award applied to the employee;

then Allity will adjust the pre-transfer base rate of pay upwards, to an amount that ensures the employee is, under this agreement, better off overall than if the relevant Modern Award applied to the employee.

- 7.2 For the purposes of this clause 7, the test to be applied shall be the same as the better off overall test under the Act (as amended from time to time), and the test time shall be the date of the transfer of business relating to the New Home.

8. Disputes

- 8.1 If there is a dispute about the application of this schedule, the dispute settlement clause in the agreement will apply.

- 8.2 Despite clause 8.1 of this Schedule, if:

- (a) the dispute is about the assessment of the better off overall test under clause 7 of this Schedule; and
- (b) the dispute is referred to the Fair Work Commission for resolution,

the Commission may proceed to determine the matter directly through arbitration, rather than seeking to conciliate the dispute.



Making every day the best it can be

IN THE FAIR WORK COMMISSION

AG2018/5901 Application for approval of the *Allity Enterprise Agreement (New South Wales) 2018 (Agreement)*

Undertaking-section 190

I, Jacqueline Hopwood, Director, People and Culture of Allity Management Services Pty Ltd (**Allity**), give the following undertakings with respect to the Allity Enterprise Agreement (New South Wales) 2018 (**Agreement**).

I have the authority given to me by Allity to provide this undertaking in relation to this application before the Fair Work Commission.

Undertakings

1. Clause 19.1 of the Agreement is replaced as follows:

19.1 This clause does not apply to any employee employed as a Care Manager or to any employee paid at the Care Manager rate or higher.

2. The table at clause 19.3 of the Agreement will be replaced with the following table:

Overtime worked on	Permanent or Temporary rate	Casual rate (including Casual Loading)
Monday to Friday (All)	150% for the first two hours, 200% thereafter	175% for the first two hours, 225% thereafter
Saturday (Nursing Employees)	150% for the first two hours, 200% thereafter	175% for the first two hours, 225% thereafter
Saturday (Aged Care Employees)	200%	225%
Sunday (All)	200%	225%
Public Holiday	250%	250% For Registered Nurses and 275% for all other employees

3. New Clause 19.8 is inserted into the Agreement as follows:

19.8 If an employee engaged in an Assistant in Nursing classification is recalled to work, the employee will be reimbursed for the cost of their travel based on the following:

- a) if the employee uses public transport: for the cost of public transport to and from work from their home on production of a receipt; or*
- b) If the employee uses their personal vehicle: for the distance travelled in their personal vehicle to and from work from their home, on the production of the Kilometre Reimbursement Form.*

4. Clause 20.1 of the Agreement is replaced with the following:

20.1 For Care Managers, approved ordinary hours worked on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) will be paid at:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Any public holiday worked during the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	180%	250%
Any public holiday worked after the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	NA	250%

The "first 12 months of employment" is calculated from the employee's commencement of employment with Allity and not from their commencement in a particular classification.

Except for Clause 20.8, the remainder of Clause 20 in the Agreement does not apply to Care Managers or any employee paid at the Care Manager rate or higher.

5. Clause 20.5 of the Agreement (including the table at 20.5) is replaced as follows:

For Full-time Registered Nurses, Enrolled Nurses or Assistant in Nursing who are classified as a Shiftworker, approved ordinary hours worked on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) will be paid at:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Any public holiday worked during the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	200%	NA
Any public holiday worked after the first 12 months of employment	Means hours worked between 0000 and 2359 on a designated public holiday	150%	NA

The "first 12 months of employment" is calculated from the employee's commencement of employment with Allity and not from their commencement in a particular classification.

6. In addition to Clause 21.1 of the Agreement the following provisions will apply:

In addition to the rates set out in the table at clause 21.1, casual employees employed in one of the Classifications identified in the table below will receive an additional loading, calculated on the employees' Minimum Hourly Rate and added to the applicable weekend rate, as follows:

Classification	Saturday For hours worked between 0000 and 2359 (inclusive) on a Saturday	Sunday For hours worked between 0000 and 2359 (inclusive) on a Sunday
Any employee employed in an Enrolled Nurse classification	16.5%	16.5%
Any employee employed as a Registered Nurse Paypoints 1 to 3 (inclusive)	12%	12%
Care Manager (less than 65 beds); and Care Manager (65 beds plus)	22%	22%

Any employee employed in an Assistant in Nursing classification	40%	40%
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7. In respect of the table at clause 22.1 of the Agreement, any employee classified as either an Assistant in Nursing (qualified) Paypoint 1 or an Assistant in Nursing (unqualified) Paypoint 1, will receive the following shift penalties, instead of the shift penalties provided at clause 22 of the Agreement:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Early afternoon shift	<i>For a shift (or part of a broken shift) that starts at or after 10am and before 12 noon</i>	10%	35%
Afternoon shift	<i>For a shift (or part of a broken shift) that starts at or after 12 noon and before 4pm</i>	12.5%	37.5%
Night shift	<i>Means a shift that starts at or after 4pm and before 6am</i>	15%	40%

8. Clauses 29.1 to 29.3 (including the table at 29.3) of the Agreement are replaced as follows:

29 Annual leave

29.1 *This clause does not apply to Casual employees.*

29.2 *An employee classified in the Nursing or Assistant in Nursing classifications will be entitled to:*

- (a) *6 weeks of annual leave per year where they are regularly rostered to work over 7 days of the week, including weekends; or*
- (b) *5 weeks of annual leave per year for other employees.*

29.3 *In addition to the leave allowed under clause 29.2(a) a full-time employee classified in the Nursing or Assistant in Nursing classifications who works Sunday and/or public holidays will also be entitled to the following additional annual leave on the basis of the number of shifts worked per year:*

Number of Sundays and/or public holidays worked	Full time	Part time
3 shifts or less	Nil	Nil
4 to 10 shifts	1 day	0.2 weeks
11 to 17 shifts	2 days	0.4 weeks
18 to 24 shifts	3 days	0.6 weeks
25 to 31 shifts	4 days	0.8 weeks
More than 32 shifts	5 days	1 week

9. With respect to clause 29.6 of the Agreement, for the avoidance of doubt, a Shift Worker (as defined in the Aged Care Award) will be entitled to the annual leave entitlement provided in the Agreement at clause 29.4(a).



10. Clause 51 of the Agreement will be replaced as follows:

51 Essential learning

- 51.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position and to meet statutory responsibilities as they relate to their role.
- 51.2 Training will be provided during rostered hours of work or immediately before or after a rostered shift wherever possible.
- 51.3 Where an employee is required by Allity to complete training outside their ordinary hours of work, Allity will provide two weeks' notice of the requirement to attend training. This notice period does not apply to e-learning.
- 51.4 Payment for learning
- (a) Where an employee is required to undertake training before or after their ordinary shift the maximum ordinary shift length on that day, inclusive of training, will be a maximum of 10 hours, exclusive of meal breaks.
 - (b) Where an employee is required by Allity to complete a mandatory e-learning module outside their ordinary hours of work, the employee will be paid overtime rates for the length of the learning session or one hour at ordinary rates, whichever is greater.
 - (c) Where an employee is required by Allity to complete mandatory training (other than mandatory e-learning modules) outside their ordinary hours of work, the employee will be paid overtime rates for the length of the learning session or two hours at ordinary rates whichever is the greater.
 - (d) The minimum shift lengths in clause 15 of this Agreement do not apply when an employee is required to attend training outside their ordinary hours of work.
 - (e) Where an employee is required to attend mandatory training on a Saturday or Sunday within ordinary hours of work, the loadings in Clause 21 (Weekend Loadings) will apply.
 - (f) Where an employee is required to attend mandatory training on a Saturday or Sunday outside of ordinary hours of work, the rates in clause 51.4(c) will apply instead of weekend loadings.

11. The allowances set out at Schedule 2 of the Agreement for Leading Hand allowance and Nauseous Linen allowances are replaced as follows:

Allowance	1-Jan-18	1-Jan-19	1-Jan-20	1-Jan-21
	2.35%	3.00%	2.70%	2.70%
Leading Hand Allowance - Clause 23.6 - 2 to 5 employees (per week)	24.32	25.05	25.73	26.42
Leading Hand Allowance - Clause 23.6 - 6 to 10 employees (per week)	34.58	35.62	36.58	37.57
Leading Hand Allowance - Clause 23.6 - 11 to 15 employees (per week)	44.08	45.40	46.63	47.89
Leading Hand Allowance - Clause 23.6 - 16 plus employees (per week)	53.58	55.19	56.68	58.21
Nauseous Linen Allowance Clause 23.8 (per hour)	0.46	0.47	0.49	0.50

Employer name: Allity Management Services Pty Ltd

Authority to sign: Jacqueline Hopwood

Signature: J Hopwood

Date: 27 June 2019

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.