DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Illawarra Retirement Trust
(AG2026/1737)

IRT ENTERPRISE AGREEMENT 2026

Aged care industry

DEPUTY PRESIDENT SLEVIN SYDNEY, 20 AUGUST 2026

Application for approval of the IRT Enterprise Agreement 2026

[1] An application has been made by Illawarra Retirement Trust (Applicant) for approval of an enterprise agreement known as the IRT Enterprise Agreement 2026 *(*Agreement). The Application is made pursuant to s. 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement. The Commission must approve the agreement if the requirements in ss. 186 and 187 of the Act are met.

[2] Sections 186(2)(d) requires the Commission to be satisfied the agreement passes the better off overall test (BOOT). The test is found in s.193 of the Act and it is to be applied in accordance with s. 193A.

[3] Issues were raised with the Applicant as to whether the Agreement passed the BOOT. In response, the Applicant has provided undertakings.

[4] A copy of the undertakings is attached (Annexure A). In accordance with s. 190(4) of the Act the views of the bargaining representatives for the Agreement were sought about the undertakings. No objection was raised. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement.

[5] The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[6] Having regard to the undertakings and the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss. 186 and 187 are met.

[7] The Agreement does not contain a flexibility term that meets the description in s. 202 of the Act. 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.

[8] The Agreement does not contain a consultation term that meets the description in s. 205 of the Act. Pursuant to s. 205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[9] The Health Services Union (HSU), the United Workers Union (UWU) and the Australian Nursing and Midwifery Federation (ANMF) were bargaining representatives for the Agreement and have given notice under s. 183 of the Act that they want the Agreement to cover them. In accordance with s. 201(2) of the Act, I note the Agreement covers the HSU, UWU and ANMF.

[10] The Agreement was approved on 20 August 2026 and will operate from 27 August 2026 in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 27 August 2029.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE533804 PR813402>

ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2026/1737

Applicant:

Illawarra Retirement Trust t/as IRT

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sam McFarlane, Executive General Manager – Strategy, have the authority given to me by Illawarra Retirement Trust t/as IRT (ACN 000 726 536) to give the following undertakings with respect to the IRT Enterprise Agreement 2026 (**Agreement**):

1. In addition to the entitlements applying under clause 48.1, in which applies to all employees including apprentices, clause 18.5 of the Agreement is amended by inserting the following subclauses (d) to (f) after subclause 18.5(c):

   "(d) Where an Apprentice is required to attend block release training associated with their training contract which requires an overnight stay, IRT will reimburse the apprentice for reasonable travel in excess of those incurred in travelling to and from work, accommodation and meal costs incurred in attending the training.

   (e) IRT will pay or reimburse prescribed RTO training fees and prescribed textbook costs associated with the apprenticeship within six months of the commencement of the apprenticeship, or three months of the commencement of the training provided by the RTO (whichever is later), unless there is unsatisfactory progress.

   (f) An Apprentice will be released from work without loss of pay or continuity of employment to attend training or assessment associated with their training contract, and time spent attending such training or assessment will be treated as time worked."

2. Clause 19.1(a) of the Agreement is amended by inserting the following sentence after the first sentence:

   "From the first full pay period commencing on or after this Agreement commences operation, each Employee will be paid a base rate of pay that is no less than the higher of:

   (i) the applicable classification rate increased by 3% from the Employee's rate of pay immediately before the operation of this Agreement; or

   (ii) 1.5% above the applicable minimum rate prescribed by the relevant Award for the Employee's classification applying at the time of commencement of this Agreement."

3. Clause 23.1(a) of the Agreement is amended by deleting the last sentence in its entirety and replacing it at follows:

   "Provided that, by agreement of an individual Employee, an Employee (other than an Aged Care or Home Care employee) who works shifts of six hours or less may forfeit the meal break."

4. Clause 23.1 of the Agreement is amended by inserting a new subparagraph (g) to read as follows:

> "(g) Where an Aged Care Employee is required to remain available to attend to duty during their meal break, instead of being paid the On Call During Meal allowance, as prescribed in Schedule B, the Employee shall be paid at overtime rates for all time worked from the commencement that meal break until such time that a meal break, free from duty, is taken by the employee or the employee's shift ends (whichever comes first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time."

5. Clause 23.1 of the Agreement is amended by inserting two new subclauses to read as follows:

> "(h) A Home Care employee recalled to work overtime after leaving the IRT's or the client's premises and is required to work for more than 4 hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours' overtime, which shall be counted as time worked.
>
> (i) An employee, who would otherwise be covered by the Health Professionals and Services Award 2010, working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue work after the break."

6. Clause 24.7 of the Agreement is amended by inserting a new subparagraph (f) to read as follows:

> "(f) Any agreement to the employee taking time off instead of being paid for overtime must be agreed in writing, specifying:
>
> (i) the number of overtime hours to which the agreement applies and when those hours were worked;
>
> (ii) the employee may take time off instead of being paid for overtime; and
>
> (iii) that, if the employee requests at any time, IRT must pay the employee by the next pay period any accrued but untaken time off in lieu at the applicable overtime rate."

7. Clause 24.3 of the Agreement is amended by inserting a new subclause (c) to read as follows:

> "(c) for all time performed beyond a span of 12 hours for a broken shift shall be paid at 225% of the hourly rate."

8. Clause 24.4 of the Agreement is amended by inserting a new subclause (c) to read as follows:

> "(c) If the Employee, as referred to in subclause 24.4(b), is an Employee who would otherwise be underpinned by the Health Professional and Support Services Award 2010, shall be paid at double time instead of overtime rates."

9. Clause 25.6 of the Agreement is amended by inserting a third row within the table as follows:

Day	Part-time or Full-time employee penalty rate	Casual employee penalty rate (inclusive of 25% casual loading)
Saturday	150%	187.5%
Sunday	175%	219%
Sunday (Home Care)	200%	225%

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 17 – 8 - 26

IRT Enterprise Agreement 2026

IRT Group, NSWNMA, ANMF NSW Branch, ANMF ACT Branch, ANMF QLD Branch, UWU QLD Branch, Health Services Union NSW/ACT/QLD (HSU)

2026

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.

CONTENTS

PART 1

INFORMATION ABOUT THE AGREEMENT

CLAUSE		PAGE
1.	INTRODUCTION	5
2.	TITLE	5
3.	PURPOSE	5
4.	OBJECTIVES	5
5.	PARTIES COVERED	6
6.	COMMENCEMENT	7
7.	EXPIRY	7
8.	DEFINITIONS	7
9.	OPERATION	9
10.	AGREEMENT FLEXIBILITY	9
11.	NATIONAL EMPLOYMENT STANDARDS	11
12.	NO EXTRA CLAIMS	11
13.	RELATIONSHIP TO POLICIES, PROCEDURES AND GUIDELINES	11
14.	WORK VALUE ADJUSTMENTS	12
15.	A DISCRIMINATION AND HARASSMENT FREE WORK ENVIRONMENT	12
16.	AVAILABILITY OF AGREEMENT	12
17.	WORK HEALTH AND SAFETY	13
18.	EMPLOYEE ENGAGEMENT	15
19.	PAY AND PAYMENT	20
20.	HOURS	22
21.	EMPLOYEE RIGHT TO DISCONNECT	27
22	ROSTERS	27
23	BREAKS	29
24	OVERTIME	30
25	SHIFT AND WEEKEND WORK	34
26	PUBLIC HOLIDAYS	35
27	ADDITIONAL (TWO) DAYS (APPRECIATION LEAVE)	37
28	ALLOWANCES	37
29	ANNUAL LEAVE	44

CONTENTS

30	PERSONAL/CARER'S LEAVE	46
31	COMPASSIONATE LEAVE	49
32	COMMUNITY SERVICE LEAVE	50
33	PARENTAL LEAVE	52
34	LONG SERVICE LEAVE	53
35	REPATRIATION LEAVE	54
36	LEAVE WITHOUT PAY	54
37	CEREMONIAL LEAVE	55
38	NATURAL DISASTER LEAVE	55
39	WORKPLACE INVESTIGATIONS	57
40	TERMINATION OF EMPLOYMENT	57
41	CONSULTATION	59
42	REDUNDANCY	61
43	WORKLOAD MANAGEMENT	63
44	LABOUR FLEXIBILITY AND MIXED FUNCTIONS	64
45.	REMUNERATION PACKAGING	65
46.	SUPERANNUATION	66
47.	ATTENDANCE AT MEETINGS	68
48.	TRAINING AND EDUCATION	68
49.	AMENITIES	70
50.	INSPECTION OF LOCKERS & SECURITY SURVEILLANCE CAMERAS	70
51.	REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS	71
52.	DOMESTIC VIOLENCE LEAVE	71
53.	DISPUTE RESOLUTION PROCEDURE	72
54.	UNION DELEGATES	74

PART 1

INFORMATION ABOUT THE AGREEMENT

PART 1

INFORMATION ABOUT THE AGREEMENT

1

1. INTRODUCTION

1.1 This Agreement is an enterprise Agreement made under section 172 of the Act.

1.2 IRT will take the necessary steps to apply to the Commission in order to seek the Commission's approval of this Agreement under section 186 of the Act.

1.3 IRT will notify all the Unions when the Agreement is approved by the Commission under section 186 of the Act in order to enable the Unions to apply under section 183 of the Act to be covered by this Agreement.

1.4 It is intended that the Unions will be covered by this Agreement.

2

2. TITLE

This Agreement shall be known as the IRT Enterprise Agreement 2026.

3

3. PURPOSE

The purpose of this Agreement is to establish minimum terms and conditions of employment for employees.

4

4. OBJECTIVES

4.1 The aim of this Agreement is to help IRT Group achieve its objectives, established in its Strategic Plan to improve the lives of older people.

4.2 IRT recognises the importance of investing in its employees and through this Agreement, aims to support IRT as an employer of choice by:

(a) Supporting a values driven culture that promotes accountability, empowerment, customer centricity and innovation;

(b) Maintain and promote a safe and healthy working environment; and

(c) Support a sustainable, solution-orientated social impact organisation that advocates for older Australians.

5

5. PARTIES COVERED

This Agreement shall cover and be binding according to its terms upon:

(a) IRT;

(b) All employees;

(c) The HSU New South Wales Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement;

(d) The HSU Queensland Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement;

(e) The HSU – Australian Capital Territory Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement;

(f) The New South Wales Nurses and Midwives' Association subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement;

(g) The Australian Nursing and Midwifery Federation - Australian Capital Territory Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement; and

(h) The Australian Nursing and Midwifery Federation – New South Wales Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement.

(i) The Australian Nursing and Midwifery Federation – Queensland Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement.

(j) The United Workers Union – Queensland Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement.

6

6. COMMENCEMENT

This Agreement will commence operation seven days after the date it is approved by the Commission.

7

7. EXPIRY

The nominal expiry date of this Agreement is three years after the Enterprise Agreement comes into operation.

The parties agree, in the absence of exceptional circumstances, to commence negotiation of a new Agreement at least six months prior to the expiration of the Agreement.

8

8. DEFINITIONS

For the purposes of this Agreement:

Act means the *Fair Work Act 2009* (Cth) (as amended or replaced from time to time).

Agreement means Agreement between IRT, and employees as recorded in this document.

AIN means an Assistant in Nursing.

Accrued Days Off (ADO) means a day off in accordance with clause 20.4 of the Agreement.

Base rate of pay (refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

Board means either the Nursing and Midwifery Board of Australia or the Australian Health Practitioner Regulation Authority as appropriate in the particular circumstances.

Child includes the following:

(a) An adopted child;

(b) A stepchild;

(c) An ex-nuptial child;

(d) An adult child; and

(e) A foster child.

De facto partner means:

(a) A person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

(b) Includes a former de facto partner of the Employee.

Employees' means employees of IRT engaged to perform work in an Employment Classification.

Employment Classifications mean the classifications set out in Schedule A to this Agreement.

Commission means the Fair Work Commission.

Guaranteed Minimum Hours, in relation to a part-time employee, means the guaranteed minimum number of hours agreed prior to the commencement of employment in accordance with clause (b) of this Agreement, as varied from time to time in accordance with clause (h) of the Agreement.

Immediate family means:

(a) A spouse, de facto partner (including former spouse or de facto partner), child, parent, grandparent, grandchild or sibling of an Employee; and

(b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including former spouse or de facto partner) of an Employee.

IRT means Illawarra Retirement Trust ACN 000 726 536.

NES means the National Employment Standards set out in the Act.

Ordinary pay for an Employee means the Employee's base rate of pay and any applicable over-agreement payments for ordinary hours of work but does not include shift or weekend penalties the employee may be paid.

Registered Health Practitioner means a nominated treating doctor, specialist, hospital, dentist, physiotherapist, chiropractor, psychologist / psychiatrist or counsellor.

Regulations mean the *Fair Work Regulations 2009* (Cth), as amended from time to time.

Shift worker means an Employee who regularly works ordinary hours outside the span of hours for a day worker.

Union or **Unions** means the Health Services Union – Australian Capital Territory and New South Wales Branch, the New South Wales Nurses' and Midwives Association, the Australian Nursing and Midwifery Federation – Australian Capital Territory Branch and/or the United Voice – Australian Capital Territory Branch as is appropriate in the particular circumstances.

9

9. OPERATION

This Agreement replaces the IRT Enterprise Agreement 2018 (AG2018/2823), and shall operate to the exclusion of the following awards to the fullest extent permitted by the Act:

(a) Aged Care Award 2010 [MA000018];

(b) Health Professionals and Support Services Award 2010 [MA000027];

(c) Nurses Award 2010 [MA000034]; and

(d) Social, Community, Home Care and Disability Services Industry Award 2010 [MA000100].

This Agreement replaces all applicable Awards in its entirety.

10

10. AGREEMENT FLEXIBILITY

10.1 IRT and an Employee may agree to make an individual flexibility arrangement to vary the terms of this Agreement if:

(a) The Agreement deals with one or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances; or

(v) leave loading.

(b) The arrangement meets the genuine needs of IRT and the Employee in relation to one or more of the matters mentioned in sub-clause 10.1(a); and

(c) The arrangement is genuinely agreed to by IRT and the Employee.

10.2 IRT must ensure that the terms of the individual flexibility arrangement:

(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 no arrangement was made.

10.3 An individual flexibility arrangement agreed to by IRT and an Employee in accordance with this clause must also:

(a) Be in writing;

(b) Include the name of the parties to it;

(c) Be signed by IRT and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

(d) State:

(i) each term of this Agreement that IRT and the Employee have agreed to vary;

(ii) how the application of each term of this Agreement has been varied by the individual flexibility arrangement;

(iii) how the individual flexibility arrangement results in the Employee being better off overall in relation to the Employee's terms and conditions of employment; and

(e) State the date the individual flexibility arrangement commences to operate.

10.4 IRT must provide the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed and keep the individual flexibility arrangement as a time and wages record.

10.5 An individual flexibility arrangement may be terminated:

(a) By either IRT or the Employee giving 28 days' written notice of termination to the other party; or

(b) At any time, by written agreement between IRT and the Employee.

10.6 The right to make an individual flexibility arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between IRT and an Employee contained in any other term of this Agreement.

11

11. NATIONAL EMPLOYMENT STANDARDS

11.1 The NES applies to Employees and prevails over any term of this Agreement that purports to provide employees with a lower benefit or entitlement than the equivalent benefit or entitlement under the NES.

11.2 To the extent that this Agreement provides Employees with a greater benefit or entitlement than the equivalent benefit or entitlement under the NES, this Agreement prevails over the NES.

12

12. NO EXTRA CLAIMS

12.1 The parties covered by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of Employees and agree that they will not pursue any extra claims until this Agreement's nominal expiry date has passed.

12.2 Without limiting the generality of sub-clause 12.1, there shall be no industrial action for the purpose of supporting or advancing claims against IRT in relation to the terms and conditions of employment of Employees until its nominal expiry date has passed and the requirements of the Act for such industrial action have been satisfied.

12.3 Where any disagreement or dispute arises, the parties shall follow the Dispute Settlement Procedure set out in clause 53 – Dispute Resolution Procedure of this Agreement.

13

13. RELATIONSHIP TO POLICIES, PROCEDURES AND GUIDELINES

The employees are required to perform their duties in accordance with IRT's policies, procedures and guidelines, as varied from time to time. This Agreement does not incorporate or otherwise include as part of its terms any such policy, procedure or guideline and does not affect IRT's ability to vary, revoke or establish policies, procedures or guidelines from time to time.

14

14. WORK VALUE ADJUSTMENTS

a) The Parties covered by this Agreement acknowledge the decisions made by the Fair Work Commission to vary modern awards to increase the minimum wages of aged care sector workers (AM2020/99, AM2021/63, AM2021/65) (the Work Value Applications).

b) Should the "Stage Three Decision" in the Work Vale case regarding Matter AM2021/63 result in IRT receiving net additional, Work-value case specific Government funding towards increasing the base rate of Employees or a group of Employees covered by this Agreement, IRT will pass on that funding by way of wage increases to the current agreement-based rate applicable directly to those Employees, or group of Employees for which the additional funding has been granted subject to any obligations for payment which may be made by Government as a condition of receiving the additional funding.

15

15. A DISCRIMINATION AND HARASSMENT FREE WORK ENVIRONMENT

15.1 IRT aims to ensure that its employees are able to work in a positive and supportive environment that is free of unlawful discrimination, harassment (including sexual harassment) and bullying.

15.2 The parties covered by this Agreement aim to take all necessary steps to achieve and maintain a safe and healthy work environment, free from unlawful discrimination, harassment (including sexual harassment) and bullying.

15.3 The Employees will behave in a professional manner in carrying out their duties and will treat colleagues, supervisors and others in the workplace with courtesy, dignity and respect at all times.

16

16. AVAILABILITY OF AGREEMENT

IRT must ensure that this Agreement and information about the NES are available to all Employees, either by paper or electronic copy to be readily available.

17

17. WORK HEALTH AND SAFETY

17.1 All Employees must work in a safe manner.

17.2 All Employees must cooperate with IRT in ensuring the health and safety of all employees, contractors, volunteers and visitors at the workplace. This means adhering to any safety policy, procedure, guideline, legislation or reasonable instruction issued by a manager or supervisor.

17.3 All Employees must ensure that all equipment appropriate for the task is used, and tasks are undertaken in accordance with training or instruction that has been provided.

17.4 All Employees are required to report, any incident, accident, unsafe act or conditions immediately to their supervisor. Failure to do so may result in disciplinary action.

PART 2

EMPLOYEE ENGAGEMENT

18

18. EMPLOYEE ENGAGEMENT

18.1 Probationary Period

(a) An Employee (other than a casual Employee) will be on probation for the first six months of the Employee's employment with IRT for the purpose of determining the Employee's suitability for ongoing employment.

(b) At any time during the probationary period, IRT or the Employee can terminate the employment by providing written notice in accordance with clause 40 – Termination of Employment.

18.2 Full-Time Employees

A full-time Employee is an Employee who is engaged on an ongoing basis and whose ordinary hours of work average 38 hours per week.

18.3 Part-Time Employees

(a) A part-time Employee is an Employee who is engaged on an ongoing basis to work less than an average of 38 ordinary hours per week and whose hours are reasonably predictable.

(b) Before commencing part-time employment, IRT and the Employee will agree in writing the guaranteed minimum number of hours to be worked, including the number of hours to be worked each week, the days of the week the employee will work, and the starting and finishing times each day. IRT rosters are in accordance with clause 22 – Rosters.

(c) For Home Care employees, before commencing employment, IRT and the employee will agree in writing:

i) The guaranteed minimum number of hours to be worked;

ii) The days of the week and the periods in each of those days, when then employee will be available to work the guaranteed hours.

(d) Reasonable additional hours may be worked in accordance with clause 20 – Hours.

(e) Any agreed variation to the contracted hours of work will be in writing (including system generated workflows).

(f) 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.

(g) **Review of Part-Time Hours:**

(i) Where a part-time employee has regularly worked more than their guaranteed hours for at least 12 months, the employee may request in writing that the employer vary the agreement made under clause 18.3(b), or as subsequently varied under clause 18.3(d), to increase their guaranteed hours.

(ii) The hours worked by the part-time employee in the following temporary circumstances will not be considered as justifying a change in guaranteed minimum number of hours:

a. Other employees being absent on planned or unplanned leave (for example, annual leave, long service leave, parental leave or workers compensation); or turnover;

b. If the increase in hours is due to a temporary increase in hours, for example, the specific needs of a resident or customer.

(iii) The employer must respond in writing to the employee's request within 21 days.

(iv) The employer may refuse the request only on reasonable business grounds.

(v) Before refusing a request made under clause 18.3(f), the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give the employee more predictable hours of work and reasonably accommodate the employee's circumstances.

(vi) If the employer and employee agree to vary the agreement made under clause 18.3(b), the employer's written response must record the agreed variation.

(vii) If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.

(viii) Clause 18.3(f) is intended to operate in conjunction with clause 18.3(d) and does not prevent an employee and employer from agreeing to vary the agreement made under clause 18.3(b) in other circumstances.

(ix) An employee cannot make a request for a review of their guaranteed hours when:

a. The employee has refused a previous offer to increase their guaranteed hours in the last six months; or

b. The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last six months.

18.4 Casual Employees

(a) A casual employee is engaged and employed as defined in Section 15A of the Fair Work Act (2009).

(b) Offers and requests for conversion from casual to part-time or full-time employment are provided for in the NES.

18.5 Apprentices

(a) Apprentice means an employee who is bound by a contract of training, registered with the appropriate State or Territory training authority.

(b) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at their relevant training establishment.

(c) Adult apprentices are apprentices who are aged 21 years and over at the time of commencing their apprenticeship.

18.6 Trainees

Trainees shall be employed in accordance with the provisions set out in Schedule E of the Miscellaneous Award 2020.

18.7 Recognition of Service and Experience

(a) From when an employee commences employment with IRT, they have three months to provide appropriate documentary evidence (as confirmed by IRT's People and Culture department) detailing any other relevant service (may include hours worked) or experience.

(b) Until such time as the employee provides the documentation referred to in sub-clause 18.7(a), IRT shall pay the Employee at the level for which appropriate evidence of relevant service and experience has been provided.

(c) If, within three months of commencing employment, an Employee does provide appropriate (confirmed by IRT's People and Culture department) documentary evidence, IRT shall pay the Employee at the appropriate rate for such service and/or experience from the date the Employee commenced employment with IRT.

(d) If an Employee provides IRT appropriate documentary evidence more than three months after the Employee commenced employment, IRT shall pay the Employee at the appropriate rate from the first full pay period commencing on or after the date on which such evidence was provided.

(e) An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date, must provide appropriate documentary evidence to IRT (as confirmed by IRT's People and Culture department) of that entitlement within three months of that entitlement arising. If such evidence is provided, the Employee shall (if approved by relevant manager) be paid at the higher rate from the date they were entitled to progress to the next year of service or experience. If the evidence is provided more than three months after that entitlement arose, the Employee shall be paid at the higher rate only from the first full pay period commencing on or after the date on which such evidence was provided.

(f) For the purpose of yearly progression based on service and experience, a 'year' is 1976 hours worked in a suitable role. The hours worked accounted by the employer will be at a maximum of 38 hours per week.

18.8 Re-grading of Employee Classification

(a) Where the nature of the work undertaken by an Employee changes (as directed by their immediate manager) and the majority of the work regularly performed is work of a type normally associated with a higher classification, the Employee may apply to have their position reclassified to the higher classification.

(b) An application for re-grading by an Employee must be made in writing to their immediate manager.

(c) IRT must respond to the request in writing within 21 days, indicating whether the application is approved or denied. Where denied, the response must provide reasons.

(d) Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors that may influence the decision include whether the changes:

(i) involve the use of skills, responsibility and/or autonomy normally undertaken at a higher classification;

(ii) are permanent or temporary; and/or

(iii) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for regrading).

18.9 Employee Probity Screening

(a) **National Police History Check**

(i) It is an inherent requirement of an Employee's role that the Employee holds all relevant clearances required by law for them to work in their position, including a National Police History Check.

(ii) All Employees are required to undergo a National Police History Check upon commencing employment with IRT and every three years thereafter. Employees should also have regard to IRT's National Police History Checks for Employees, Volunteers, Students & Contractors Policy, as varied from time to time.

(iii) IRT will pay the cost of conducting National Police History Checks for Employees.

(iv) If there are 'disclosable outcomes' identified in a National Police History Check for an Employee, IRT will investigate in order to determine the appropriate course of action to take. Such action could include the termination of the Employee's employment.

(v) An Employee is required to notify their immediate manager/supervisor in the event the Employee is subject to a criminal charge or conviction that may arise after a National Police History Check has been conducted.

(vi) An Employee will be deemed unable to perform the inherent requirements of their role should they not maintain a current National Police History Check, as administered by IRT.

(b) **Aged Care Quality and Safety Commission (ACQSC) and National Disability Insurance Scheme (NDIS) Banning Order Registration**

(i) All prospective Employees will be screened against the ACQSC and NDIS Banning Order Register prior to being offered employment with IRT.

(ii) An Employee is required to notify their immediate manager/supervisor in the event they receive a banning order, including as a result of secondary or other employment.

(c) **Professional Registration**

(i) All prospective employees who are required as part of their role to hold a professional registration (e.g. Registered Nurse) will be screened by IRT against the registration authority prior to commencing employment.

(ii) An Employee who holds a professional registration as a requirement of their role is required to maintain the currency of that registration and notify their immediate manager should their registration come under review or be cancelled by the issuing authority.

(d) In the circumstance outlined in 18.9 (b) (ii) or 18.9 (c) (ii), the Employee will be deemed as being unable to perform the inherent requirements of their role.

19

19. PAY AND PAYMENT

19.1 Full-Time and Part-Time Employees

(a) Each full-time and part-time Employee will be paid the base rate of pay for their appropriate Employment Classification in accordance with Table 1 of Schedule B to this Agreement.

The wage rates set out in Schedule B are indicative only and have been calculated on the basis of a projected annual increase of 3%. Where, on any anniversary date, the minimum rate prescribed by the applicable Award for a classification, plus an additional 1.5%, exceeds the corresponding projected rate contained in Schedule B, the higher rate will apply. In such circumstances, the projected 3% increase applicable for the following anniversary date will be applied to the rate that was actually payable immediately prior to that anniversary date.

(b) Full-time Employees have the benefit of all the relevant entitlements set out in this Agreement.

(c) Part-time Employees have the benefit of all the relevant entitlements set out in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

19.2 Casual Employees

(a) Each casual Employee will be paid the base rate of pay for their appropriate Employment Classification in accordance with Table 1 of Schedule B to this Agreement plus a casual loading of 25%.

(b) When a casual employee is entitled to:

(i) be paid penalty rates for working on a weekend in accordance with clause 25 – Shift and Weekend Work or for working on a public holiday in accordance with clause 26 – Public Holidays, such penalty rates are taken to include, and not be in addition to, the casual loading provided by sub-clause 19.2(a).

(ii) be paid overtime rates, this will be in accordance with clause 24 – Overtime.

(c) Subject to sub-clause 25.3, casual Employees will be entitled to both the appropriate shift penalty and the casual loading for working a shift in accordance with sub-clause 25.1 (Shift and Weekend Work). The shift allowance is not calculated with the casual loading.

(d) A casual Employee's entitlement to long service leave is regulated by applicable legislation (for example, currently the Long Service Leave Act 1955 (NSW) for

Employees in New South Wales, the Long Service Leave Act 1976 (ACT) for Employees in the Australian Capital Territory and the Industrial Relations Act 2016 (Qld) for Employees in Queensland).

19.3 Apprentices

The base rates of pay in the appropriate employment classification for apprentices shall be the hourly rates of pay set out in Table 1 of Schedule B to this Agreement.

19.4 Trainees

(a) The base rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in Schedule B to this Agreement.

(b) IRT will pay Employees engaged as trainees minimum rates of pay in accordance with Schedule E of the Miscellaneous Award 2010 plus 5% rather than the rates of pay set out in Schedule B of the Agreement.

19.5 Payment of Wages

(a) Wages shall be paid fortnightly.

(b) Employees shall have their wages paid by direct deposit or electronic transfer into a bank or other financial institution, as nominated, held in the name of the Employee. Wages shall be deposited by IRT in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on Friday of each pay fortnight. Where the wages are not available to the Employee by such time due to circumstances beyond IRT's control, IRT shall not be held accountable for such delay.

(c) Where the services of an Employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice on the next scheduled pay day. Prior to termination pay being paid, any property of IRT (including, but not limited to, uniforms, identification badge, and keys) must be returned; otherwise, the cost of these items will be deducted by IRT from the termination pay.

(d) Where IRT has overpaid an Employee, IRT shall notify the employee in writing of such overpayment and how such overpayment is made up. IRT may recover such amounts of overpayment, with the Agreement of the Employee as to the amount of the overpayment and method of such recovery.

19.6 Particulars of Wages

Each time an Employee is paid an amount by IRT in relation to the performance of work, they shall be provided with a pay slip, in electronic form, in accordance with applicable legislative requirements. The content requirements for pay slips is set out in Regulation 3.46 of the Regulations.

20

20. HOURS

20.1 Arrangements of Hours

(a) The ordinary hours of work, exclusive of mealtimes, shall not exceed an average of 38 hours per week.

(b) The ordinary hours of work will be worked between 6.00am and 6.00pm, Monday to Friday. Such ordinary hours of work may be arranged as follows:

(i) up to 152 hours in a 28-calendar day cycle to be arranged so that each Employee shall not work ordinary hours on more than 19 days, and will have one accrued day off in accordance with clause 20.4, in the 28-calendar day cycle where practicable;

(ii) up to 76 hours in a fortnight to be arranged so that each Employee shall not work their ordinary hours on more than 10 days in the fortnight; or

(iii) as otherwise agreed between IRT and the Employee.

(c) Each Employee shall be entitled to not less than four full days in each fortnight free from duty, or by agreement, two full days in each week free from duty (rostered days off). Every effort shall be made for such rostered days off to be taken in consecutive two day periods, unless otherwise agreed.

(d) Each shift shall consist of no more than 8 ordinary hours of work (not including unpaid breaks) provided that an Employee shall not work more than seven consecutive shifts unless the Employee so requests and IRT agrees.

(e) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as time worked by each Employee.

(f) Where there is a change of shift at a facility or a section of a facility involving Employees who are Registered Nurses, IRT will seek to ensure there is provision for a handover between the Registered Nurses ending their shift and the Registered Nurses starting their shift in order to allow those Registered Nurses starting their shifts to be updated on the health status of residents.

20.2 Reasonable Additional Hours

(a) All hours worked in excess of an average of 38 ordinary hours per week (or beyond the Guaranteed Minimum Hours for a part-time Employee) averaged over the period in accordance with clause (b) are considered to be additional hours. From time to

time, Employees may be required to work a reasonable amount of additional hours. All additional hours worked will be paid in accordance with this Agreement.

(b) An Employee may not be required to work additional hours in circumstances relevant to matters provided by section 62 of the Act, namely:

(i) any risk to the Employee's health and safety from working the additional hours;

(ii) the Employee's personal circumstances, including family responsibilities;

(iii) the needs of the workplace or enterprise in which the employee is employed;

(iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(v) any notice given by IRT of any request or requirement to work the additional hours; any notice given by the Employee of their intention to refuse to work the additional hours.

*[**Note**: the work preferences of part-time Employees will be recorded at the commencement of employment in regard to extra shift availability and preferences. Attempts will be made to offer extra shifts in accordance with preferences]*;

(vi) the usual patterns of work in the aged care industry;

(vii) the nature of the Employee's role, and the Employee's level of responsibility; and

(viii) any other relevant matter.

20.3 Minimum Engagement

The following minimum engagement will apply to employees, except with respect to clause 47 – Attendance at Meetings and clause 48 – Training and Education:

(a) Full-time employees shall receive a minimum payment of four hours for each shift in respect of ordinary hours of work;

(b) Subject to 19.1, part-time and casual employees shall receive a minimum payment of two hours for each shift in respect of ordinary hours of work. For Home Care Employees, the minimum payment for two hours shall be for each period of work within a broken shift; and

(c) IRT will pay any casual employee who is otherwise covered by the Health Professionals and Support Services Award 2010 a minimum payment of three hours for each shift in respect of ordinary hours of work.

20.4 Accrued Days Off

(a) A full-time Employee whose ordinary hours of work are arranged in accordance with sub clause 20.1(b)(i) (Arrangement of Hours) or 20.1(b)(ii) shall be entitled to an accrued day off (**ADO**) if:

(i) the Employee's ordinary hours of work are arranged in accordance with sub-clause (i) (Arrangement of Hours); or

(ii) IRT and the Employee have agreed to an arrangement for taking ADOs in each cycle of 28 days or 35 days respectively as the case may be.

(b) Where the ADO arrangement is agreed to by IRT and the Employee, the ordinary hours of work on each day worked by a full-time Employee shall be arranged to include 0.4 of an hour for each eight hour shift worked and or 0.5 of an hour for each 10 hour shift worked to accumulate towards an ADO.

Example: Where IRT has identified a suitable candidate for a full-time Administration position employed pursuant to this Agreement and IRT and the Employee has agreed that the position can be organised to regularly accrue an ADO. The agreement is that their rostered shifts will commence at 8:30am and cease working at 5.00pm Monday – Friday with 0.4 of an hour carried towards their ADO accrual. In such a case, the employee will be entitled to an ADO in each four week period.

Example: Where IRT has identified suitable candidate for a full-time Administration position employed within this Agreement. The Employee's roster is from Monday – Friday each week commencing at 8:30am and cease at 4:36pm. In such a case, the employee will not accrue time towards an ADO.

(c) The timing of when an Employee is able to take an ADO they have accrued in accordance with sub-clause 20.4(a) shall be determined by agreement between the Employee and IRT having regard to the needs of the workplace in which the Employee works. Such ADO shall, where practicable, be taken immediately before or after one of an Employee's rostered days off (see sub-clauses (c) and (d), provided that ADOs shall not be rostered on a public holiday. Where IRT and an Employee agree, up to five of the Employee's ADOs may be accumulated and taken in conjunction with the Employee's annual leave or at another agreed time.

(d) At the conclusion of the financial year, any ADO balances exceeding five working days (38 hours) will be paid out to the Employee at ordinary rates.

(e) Where an Employee who holds an ADO accrual, transfers from full-time to part-time or casual status, the ADO balance will be paid to the Employee at ordinary rates at the time of transfer.

(f) No time towards an ADO shall accumulate during periods when the Employee is absent on additional leave (Appreciation Leave), workers' compensation, parental leave (paid or unpaid), long service leave, annual leave or any period of unpaid leave.

(g) Credit towards an ADO shall continue to accumulate while an Employee is on paid personal/carers' leave. Where an ADO duly falls during a period of personal/carers' leave, the Employee's available personal/carers' leave shall not be debited for that day.

(h) An Employee entitled to ADOs shall continue to accrue credit towards ADOs in respect of each day those Employees are absent in accordance with clause 24 – Public Holidays.

(i) An Employee will be paid for any accumulated and untaken ADOs, at the Employee's ordinary pay, on the termination of their employment for any reason.

20.5 Broken Shifts

(a) An Employee working a broken shift in accordance with clause 20.5 will be entitled to a shift penalty for actual hours worked if satisfying the requirements of clause 25.1.

(b) In circumstances where an Employee is working a broken shift that starts before 10:00am but ends after 8:00pm, the Employee will be entitled to a shift penalty of 10% for actual hours worked on that shift.

(c) Where a broken shift is worked by an Employee, the Employee shall receive an allowance in accordance with Table 2 of Schedule B.

(d) For the purposes of this sub-clause 20.5, a "broken shift" means a single shift worked by the Employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours. The broken shift allowance is paid for each break.

*[**Example 1**: with regard to a shift in which an Employee:*

- *starts work at 8:30am;*
- *takes a two hour break starting at 11:30am, including a meal break;*
- *recommences work at 1:30pm; and*
- *finishes the shift at 3:30pm,*

the Employee will be entitled to one broken shift allowance.]

*[**Example 2**: with regard to a shift in which an Employee:*

- *starts work at 8:30am;*
- *takes a two hour break starting at 11:30am, including a meal break;*
- *recommences work at 1:30pm;*
- *takes another two hour break starting at 3:30pm;*
- *recommences work at 5:30pm; and*
- *finishes the shift at 6:30pm,*

the Employee will be entitled to two broken shift allowances.]

(e) An Employee may agree to work one or more broken shifts at any time for any duration; however, an Employee may be required by IRT to work broken shifts in the following circumstances:

(i) because of Home Care roster arrangements; or

(ii) in an emergency (to meet operational needs) – including to cover the absence of other Employees.

In all other circumstances, where an Employee has served a period of broken shifts up to and including a four week continuous period, the Employee shall not be required to serve a further period on broken shifts until they have been off broken shifts for a period equivalent to the previous period on broken shifts.

By agreement, a Home Care Employee may work a broken shift of three periods of work with two unpaid breaks (other than meal breaks). A Home Care Employee who works a broken shift with two or more unpaid breaks must be paid the allowance in Schedule B.

(f) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days or 8 hours by Agreement.

(g) Payment for a broken shift shall be at the Employee's ordinary pay with penalty rates and shift allowances in accordance with clause 25 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.

(h) All work performed beyond the maximum span of 12 hours for a broken shift shall be paid in accordance with clause 24 - Overtime.

21

21. EMPLOYEE RIGHT TO DISCONNECT

21.1 This clause provides for the exercise of an Employee's right to disconnect under section 333M of the Act.

21.2 IRT must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.

21.3 Clause 21.2 does not prevent IRT from requiring an Employee to monitor, read or respond to contact, or attempted contact, from IRT outside of the Employee's working hours where:

(a) the Employee is being paid an on call allowance in accordance with this Agreement; and

(b) IRT's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on call.

21.4 Clause 21.2 does not prevent IRT from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of:

(a) a roster change or shift offer in accordance with this Agreement; or

(b) a recall to work in accordance with this Agreement.

22

22 ROSTERS

22.1 (a) IRT shall ensure that the Employees' roster is accessible at all times, including:

(i) the ordinary hours of work for each Employee working at or from that workplace;

(ii) ADOs (where applicable).

(b) A roster shall be displayed at least two weeks before the commencing date of the first working period in that pay period, subject to any change that may need to be made to the roster. The roster shall include start and finish times.

(c) As well as a roster displayed in accordance with sub-clauses 22.1(a) and (b), IRT may elect to use alternate means of communicating the roster (and changes to the roster) to Employees, such as telephone communication, direct contact, emails, telephone text messaging, mail or computerised rostering system.

(d) IRT is not required to display any roster for casual or relieving Employees.

(e) Buddy shifts for the 'new Employee' are included in the roster as supernumerary. A minimum of three buddy shifts are allocated however if the Aged Care Educator and/or Clinical Nurse Educator recommend more, they can seek approval from the relevant leader to increase.

22.2 (a) A roster may be altered at any time where another Employee is absent from duty on account of illness or in an emergency, so as to enable the service of IRT to continue.

(b) Where such alteration involves a full time Employee working on a day which would have been his or her Rostered Day Off, such Employee may elect to be paid at overtime rates or have a day off in lieu at a time convenient for both IRT and the Employee.

(c) Sub-clause (a) shall not apply where the only change to a roster relates to a part-time Employee who agrees to work extra hours to be worked such that the part-time Employee still has four rostered days off in that fortnight, as the case may be.

22.3 Customer Cancellation

(a) Where a Home Care customer cancels for reasons other than those outlined in sub-clause 22.3(b), affected part-time or full-time Employees:

(i) Where the Employee is notified less than 24 hours, in advance of a scheduled service, IRT may direct the Employee to complete eLearning per the employees learning and development program in the hours the employee was rostered to work.

The employee will be paid the amount they would have received had the cancelled service been performed (or part thereof).

(ii) Where the Employee is notified less than seven days in advance, but greater than 24 hours, IRT may pay the employee the amount they would have received had the shift or part of the shift not been cancelled or direct the Employee to make-up time equivalent to the cancelled time:

a. On another shift in the same pay period; or

b. At another time with seven days notice (or a lesser period by agreement with the Employee), but no more than six weeks later than the date of cancellation.

(iii) Where an Employee is directed to make-up time in accordance with 22.3(a)(ii), such make up time shall be:

a. Consistent with the Employees experience, skills, abilities and classification, and may be working with other Home Care customers or working in a residential aged care facility; and

b. Shall be paid at the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performance, whichever is greater.

(b) Where IRT is unable to meet the Guaranteed Minimum Hours of an affected part-time or full-time Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:

(i) Work shall be re-allocated from casual Employees to the part-time or full-time Employee;

(ii) Hours shall be reallocated from another Employee who is working hours additional to their Guaranteed Minimum Hours;

(iii) Where the Employee agrees, the Employee may have access to annual or long service leave; and

(iv) The Employee may be stood down by IRT in accordance with section 524 of the Act.

(c) Despite the provisions in sub-clauses 22.3(b)(i) to (b)(iv) inclusive, if after six weeks, or earlier by mutual Agreement, IRT is unable to provide the Guaranteed Minimum Hours, IRT may initiate redundancy proceedings in accordance with clause 42 Redundancy.

(d) Nothing in this clause shall prohibit an affected Employee and IRT reaching Agreement as to a period of authorised unpaid leave.

(e) Employees will not be required to work a shift which exceeds 10 ordinary hours

23

23 BREAKS

23.1 Two separate 10-minute tea breaks (in addition to meal breaks) shall be allowed for each Employee on duty during each ordinary shift of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, Employees shall be allowed one 10-minute tea break within each four hour period worked. These tea breaks may be taken during the shift and cannot be taken at the end of the shift. Subject to Agreement between IRT and an Employee, the two 10-

minute tea breaks may alternatively be taken as one 20-minute tea break. Such tea break(s) shall count as working time.

(a) An Employee who works in excess of five hours will be entitled to an unpaid meal break of 30 minutes (up to 60 minutes), in accordance with the roster and this shall not count as time worked. Such a meal break will be taken between the forth and the sixth hour after beginning work, where reasonably practicable. Provided that, by Agreement of an individual Employee, an Employee who works shifts of six hours or less may forfeit the meal break.

(b) Where an Employee is required to be on duty during a meal break, the Employee will be paid overtime for all time worked until the meal break is taken.

(c) Where an Employee is required by IRT to remain available during a meal break, but is free from duty, the Employee will be paid an On Call During Meal allowance, as referenced in Schedule B, Allowances.

(d) Where a Home Care Employee is required by IRT to have a meal with a customer or customers as part of the customer care plan and program in accordance with the roster, they will be paid for the duration of the meal period at ordinary pay, and clause 23.1(a) does not apply.

(e) Despite the provisions of sub-clause 1, an Employee required to work shifts in excess of 10 hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to Agreement between IRT and the Employee.

(f) An Employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another. By mutual Agreement, the 10 hour break may be reduced to eight hours.

23.2 IRT will provide up to a 30-minute paid break per four hours for an Employee to express breast milk for their nursing child.

23.3 IRT will endeavour to provide a comfortable and private place, other than a bathroom, which may be used by an Employee to express breast milk or breastfeed a child.

23.4 IRT will endeavour to provide access to refrigeration and washing facilities for the storage of breast milk and cleaning of pumping equipment. The responsibility for labelling, storage and use is with the Employee.

24

24 OVERTIME

24.1 Overtime is paid in the following circumstances:

(a) Where a full-time Employee works in excess of their ordinary hours.

(b) Where a part-time Employee works in excess of:

(i) 10 hours in a shift;

(ii) 76 hours per fortnight, where employed by the fortnight;

(iii) 152 hours per four-weekly period, where employed on a four-weekly basis; or

(iv) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause 20.5(e).

(c) All time worked in excess of a part-time Employee's rostered hours on any one day unless an agreement has been entered into for reasonable additional hours under clause 18.3(e), will be overtime and paid at the rates prescribed by clause 24.2 and 24.3.

Example 1: *Joan is covered by the EA, which encompasses all applicable roles/business units and is contracted to 24 minimum guaranteed hours per week, working Monday, Tuesday, and Wednesday. Joan is sent a shift offer via a system generated message to work an extra shift from 14:30 to 23:00 on a Thursday. Joan accepts the shift through a system generated prompt and is paid ordinary time plus penalties for this shift as the shift is for coverage purposes and total hours for the fortnight do not exceed 76 or ten hours in one day.*

(d) Where a casual Employee works in excess of:

(i) 10 hours in a shift;

(ii) 76 hours per fortnight; or

(iii) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause (e).

(e) Where an Employee has not been able to take all or part of their break between shifts as required by sub-clause 24.4.

(f) Where an Employee works beyond the maximum span of 12 hours for a broken shift.

24.2 Overtime shall be paid in accordance with the following, calculated on the Employee's base rate of pay, except in the case of casual Employees:

(a) Monday to Friday – time and one half for the first to two hours each day and double time thereafter;

(b) Saturday and Sunday – double time;

(c) Public Holidays – double time and one-half; and

(d) All work performed beyond the maximum span of 12 hours for a broken shift – double time.

Overtime penalties do not apply to any Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

24.3 Overtime shall be paid in accordance with the following, calculated on the Employee's base rate of pay for Casual Aged Care employees:

(a) for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:

(i) Monday to Friday - 187.5% of the hourly rate (plus any all-purpose allowance payable) for the first two hours and 250% of the hourly rate (plus any all-purpose allowance payable) after two hours;

(ii) Saturday and Sunday - 250% of the hourly rate (plus any all-purpose allowance payable); and

(iii) Public holidays - 312.5% of the hourly rate (plus any all-purpose allowance payable).

(b) for all time worked in excess of 10 hours per day:

(i) Monday to Saturday - 187.5% of the hourly rate (plus any all-purpose allowance payable) for the first two hours and 250% of the hourly rate (plus any all-purpose allowance payable) after two hours;

(ii) Sunday - 250% of the hourly rate (plus any all-purpose allowance payable); and

(iii) Public holidays - 312.5% of the hourly rate (plus any all-purpose allowance payable).

Overtime rates under this clause 24 will be in substitution for, and not cumulative upon, the shift and weekend penalties prescribed in clause 25 – Shift and Weekend Work and the casual loading in clause 19.2(a), unless otherwise stated.

24.4 Where an Employee is due to commence their next shift without the minimum break prescribed by sub-clause 23.1, one of the following will apply:

(a) The Employee will be excused from having to start the next shift without loss of pay until they have had the minimum break prescribed by sub-clause 23.1; or

(b) If, at the request of IRT, the Employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty, such

Employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.

24.5 Recalled to Work

(a) With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving IRT's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The four-hour minimum payment only applies where overtime is payable for any of the work for which the Employee is recalled to perform. Provided that, except in unforeseen circumstances, an Employee shall not be required to work the full four hours if the tasks that they are recalled to perform are completed within a shorter period.

(b) An Employee recalled to work overtime shall be reimbursed travel expenses incurred in respect of the recall to work.

(c) Provided that where an Employee elects to use their own vehicle to return to work upon being recalled in accordance with sub-clause 24.5(a), the Employee shall be paid the per kilometre allowance set out in Table 3 of Schedule B to this Agreement.

24.6 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

24.7 In lieu of receiving payment for overtime in accordance with this clause, Employees may be compensated by way of time off in lieu of overtime by Agreement on the following basis:

(a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay. That is one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. Time off in lieu of overtime may only be taken within four months of it being accrued at a mutually agreed time;

(b) Where it is not possible for an Employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;

(c) Employees cannot be compelled to take time off in lieu of overtime and IRT cannot be directed to agree to provide the Employee with time off in lieu of overtime;

(d) Where no election is made, the Employee shall be paid overtime rates in accordance with this Agreement.

(e) For an Employee who would otherwise be covered by the Health Professionals and Support Services Award 2010, on the termination of such an Employee's employment in circumstances where the Employee has not been able to take time off in lieu of

overtime that has been accrued, IRT will pay it out to the Employee at the applicable overtime rate based on the rates of pay applying at the time payment is made.

25

25 SHIFT AND WEEKEND WORK

25.1 In circumstances where an Employee is working a broken shift that starts before 10:00am but ends after 8:00pm, the Employee will be entitled to a shift penalty of 10% for actual hours worked on that shift.

25.2 Employees shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered as follows:

Rostered Shift	Time	Allowance (%)
Afternoon shift	After 10:00am and before 1:00pm	10%
Afternoon shift	At or after 1:00pm and before 4:00pm	12.5%
Night shift	At or after 4:00pm and before 4:00am	15%
Night shift	At or after 4:00am and before 6:00am	10%

The shift penalties above do not apply to any Directors of Nursing; Deputy Directors of Nursing and Assistant Directors of Nursing as defined in the Modern Award.

25.3 Subject to sub-clause 25.4, casual Employees will be entitled to both the appropriate shift penalty and the casual loading for working a shift in accordance with sub-clause 25.1 (Shift and weekend work). The shift allowance is not calculated with the casual loading.

25.4 Despite sub-clauses 25.1 and 25.2, all part-time and casual Employees, other than those underpinned by the Health Professionals and Support Services Award 2010 or the Nurses Award 2020, shall only be entitled to the additional rates where their shifts commence before 6:00am or finish subsequent to 6:00pm.

25.5 Part-time and Casual Employees underpinned by the Health Professionals and Support Services Award 2010 or the Nurses Award 2020 shall be entitled to the additional rates where their shifts commence before 6:00am or finish subsequent to 6:00pm.

25.6 Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

Day	Part-time or Full-time employee penalty rate	Casual employee penalty rate (inclusive of 25% casual loading)
Saturday	150%	187.5%
Sunday	175%	219%

Shift penalties (sub-clause 25.2) do not apply on weekends.

26

26 PUBLIC HOLIDAYS

26.1 Employees are entitled to public holidays in accordance with provisions of the NES (refer to Chapter 2, Part 2-2, Division 10 of the Act). This clause contains additional provisions to the NES.

26.2 Subject to the provisions of this clause 26 – Public Holidays, an Employee (other than a casual Employee) is entitled to be absent without loss of pay on a day or part-day that is a public holiday in the Employee's default place of work, as stipulated on the Employee's contract.

(a) **Part-Time Employees**

(i) a part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work;

(ii) a part-time Employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

a. payment of an additional sum equal to 150% for hours worked; or

b. have the same number of hours worked added to their public holiday election leave.

(iii) the election in clause 26.2(a) (ii) will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the Agreement of the employer;

(iv) a part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day; and

(v) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

26.3 Despite sub-clause 26.2, IRT may request an Employee to work on a public holiday. An Employee who, is absent from work on a public holiday after agreeing to work on that public holiday, is entitled to payment for the public holiday at ordinary rates.

26.4 An Employee may refuse a request by IRT made in accordance with sub-clause 26.3 (and take the public holiday off) if the request is not reasonable or the refusal is reasonable. In determining whether a request or the refusal of a request is reasonable, the factors identified in section 114(4) of the Act are to be taken into account, provided that this Agreement expressly contemplates that IRT requires work to be performed by employees on public

holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by Employees, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of IRT's workplaces or enterprises (including its operational requirements) will require work on public holidays, or particular public holidays.

26.5 For the purpose of this Agreement, the following are public holidays:

(a) Each of 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), the King's Birthday, 25 December (Christmas Day) and 26 December (Boxing Day); and

(b) Any other day, or part-day, declared or prescribed under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday (for example, Labour Day, Easter Saturday and Easter Sunday in New South Wales and Labour Day, Easter Saturday, Canberra Day and Family & Community Day in the Australian Capital Territory), other than a day or part-day that is excluded by the Regulations as counting as a public holiday.

26.6 Any day considered to be a public holiday in accordance with sub-clause 26.5 may be substituted for another day either:

(a) If, under a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of sub-clause 26.5; or

(b) Because IRT and an employee agree,

in which case, the substituted day or part-day will be treated as the public holiday in lieu of the sub-clause 26.5 public holiday.

26.7 An Employee who is required to and does work on a public holiday shall be paid in lieu of all other shift allowances (except broken shift allowances) and weekend penalties which may otherwise apply:

(a) For a full-time Employee, double time and a half for all ordinary time worked. Alternatively, the full-time Employee may elect to be paid time and one half for all ordinary time worked and have the elected hours added to their annual leave balance, provided that such leave will not attract a payment in accordance with sub-clause 29.6 (including if paid out on termination of employment);

(b) For a part-time Employee, double time and a half for all time worked on a public holiday, although where the time worked by Agreement is less than the rostered shift balance, the balance of the rostered shift will be paid at ordinary pay. Alternatively, the part-time Employee may elect to be paid time and one half for all ordinary time worked and have the elected hours added to their annual leave balance, provided that such leave will not attract a payment in accordance with sub-clause 29.6 (including if paid out on termination of employment); and

(c) For a casual Employee, double time and three-quarters of the applicable base rate of pay for all time worked.

An Employee may make an election in accordance with either sub-clauses 26.7(a) or (b) at the beginning of each year of service. Such an election can only be changed during the year with the Agreement of IRT.

27

27 ADDITIONAL (TWO) DAYS (APPRECIATION LEAVE)

27.1 Subject to sub-clauses 27.2 and 27.3, an Employee (other than a casual Employee) is entitled to an additional two days of paid leave each year, allocated on 1 January of each year.

27.2 The Employee will apply for the additional days via IRT's Human Resource Information System. The additional days must be approved prior to them being taken.

27.3 The additional days of leave can be taken consecutively and aligned directly to periods of Annual Leave. IRT shall not refuse to approve the leave unless it is reasonable to do so because of its operational requirements. If IRT is not able to accommodate the Employee's nominated days, the Employee can nominate alternate days provided they are utilised prior to December 31 of the year that they are allocated, which also requires approval of IRT in accordance with this sub-clause 27.2. If the additional days of paid leave are not taken prior to December 31 of the corresponding year, they are forfeited by the Employee.

27.4 The additional days of paid leave provided by this clause are paid at the Employee's base rate for the usual ordinary hours the Employee would have normally worked on the days the leave is taken.

27.5 If an Employee leaves the organisation without utilising one or both of the Appreciation Leave days, the Employee cannot elect to receive a payment in lieu of the entitlement.

28

28 ALLOWANCES

28.1 In Charge Allowance

(a) In addition to their wage, a registered nurse working in a residential aged care facility shall be paid a shift allowance in accordance with a facility with less than 100 beds or for a facility with more than 100 beds, as prescribed in of Table 2 of Schedule B to this Agreement for each shift (either day, evening or night) they are designated to be in charge at the facility.

(b) In addition to their wage, a registered nurse working in a Residential Aged Care facility shall be paid a shift allowance in accordance with Table 2 of Schedule B to this Agreement for each shift (either day, evening or night) they are designated to be in charge of a section of the facility.

(c) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

28.2 Vehicle/Travelling Allowance

(a) An Employee, other than a Home Care Employee, sent for duty to a place other than their regular place of work shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

(b) Where an Employee is called upon and agrees to use their private vehicle for official business, the Employee shall be paid the per kilometre allowance set out in accordance with Table 3 – Vehicle Allowance and will be adjusted in line with any changes to the Award rates, excluding travel to and from the Employee's home to the first place of work and return to home at the end of the Employee's work day or shift.

(c) This rate reflects the additional payment arrangements and travel obligations of Home Care Employees.

(d) Where an Employee is required to use public transport for travel because of work, the Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the Employee's home to the first place of work and return to home at the end of the Employee's workday or shift.

(e) No payment shall be made under sub-clauses 28.2(b) and (c) unless IRT is satisfied that the Employee has incurred expenditure for such travel.

(f) The Employee will accrue towards leave entitlements, up to the maximum entitlement for a full-time Employee, for time taken to travel between locations, excluding travel from the Employee's home to the first place of work and return to home at the end of the Employee's workday or shift.

(g) For the avoidance of any doubt, where Home Care Employees are rostered to work with consecutive customers, they shall be paid at their ordinary hourly rate for time travelled and a kilometre allowance rate for the distance travelled, at the rate prescribed in Schedule B, excluding travel from the Employee's home to the first place of work and return to home at the end of the Employee's work day or shift.

28.3 Uniforms Provision

(a) IRT will provide uniforms to all Employees. IRT will decide which uniform items shall be allocated to Employees depending on each Employee's anticipated number of

hours/shift to be worked each week (for example, a full-time Employee will receive more uniforms compared to a part-time Employee).

(b) An Employee may purchase additional uniform items through IRT's authorised supplier at the Employee's own expense.

(c) No payment will be made to Employees who elect not to be provided with all the uniforms the Employee is eligible for in accordance with sub-clause 28.3(a) above.

(d) Uniforms (including uniforms purchased by Employees) are to be returned to IRT when an Employee's employment terminates or the Employee transfers to another role with IRT requiring a different range allocation.

(e) Refer to IRT's Uniforms Policy, as varied from time to time, for more detail.

(f) IRT is committed to ensuring (as far as practicable) clothing suppliers practice ethical sourcing of clothing.

28.4 On Call Allowance

(a) An Employee (other than a Home Care Employee) who agrees to be on call (that is, agrees to make themselves ready and available to return to work at short notice whilst off duty), shall be paid the On call allowance, for each period of 24 hours or part thereof, set out in Table 2 of Schedule B to this Agreement.

(b) An Employee who is directed to remain on call during a meal break shall be paid the On call during meal break allowance set out in Table 2 of Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the Employee is entitled to receive the allowance prescribed in sub-clause 28.4(a).

(c) Where an Employee is on call in accordance with sub-clause 28.4(a), leaves the workplace and is recalled to the workplace, the Employee shall be reimbursed all reasonable fares and expenses actually incurred in returning to the Care Centre. Where, in these circumstances, the Employee elects to use their own vehicle, the Employee shall be paid the per kilometre allowance set out in Table 3 of Schedule B of this Agreement.

(d) This sub-clause 28.4 shall not apply to a Residential Manager (Director of Nursing) or a Senior Care Coordinator (Deputy Director of Nursing).

28.5 Qualification Allowance

(a) An Employee who is a registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.

(b) The qualification must be accepted by IRT to be directly relevant to the competency and skills used by the Employee in the duties of the position.

(c) This allowance is not payable to a Residential Managers (Directors of Nursing) or Senior Care Coordinators (Deputy Director of Nursing) unless it can be demonstrated to the satisfaction of IRT that more than 50 percent of the Employee's time is spent doing clinical work.

(d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.

(e) An Employee who is a registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.

(f) The Employee claiming entitlement to a continuing education allowance must provide evidence acceptable to IRT that they hold that qualification.

(g) An Employee who is a registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by IRT to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Table 2 of Schedule B to this Agreement.

(h) An Employee who is a registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by IRT to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Table 2 of Schedule B to this Agreement.

(i) An Employee who is a registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by IRT to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out Table 2 of Schedule B to this Agreement.

(j) An Employee who is an enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by IRT to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Table 2 of Schedule B to this Agreement.

(k) The allowances set out in sub-clauses 28.5(g), (h) and (j) are not included in the Employee's ordinary rate of pay and will not constitute part of the all-purpose rate.

(l) An Employee who is a registered nurse, enrolled nurse or enrolled nurse (without medication) who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

28.6 Higher Duties Allowance

(a) With respect to Employees who are otherwise covered by the Aged Care Award 2010, the Health Professionals and Support Services Award 2010 or the Social, Community, Home Care and Disability Services Industry Award 2010, notwithstanding clause 28.6 in its entirety, if any such Employee is engaged in duties carrying a higher rate of pay than the classification under the Agreement in which they are ordinarily employed in any one day or shift they will be paid at the higher rate for (a) the time so worked for two hours or less OR (b) a full day or shift where the time so worked exceeds two hours

(b) With respect to Employees who are otherwise covered by the Nurses Award 2010, despite clause 28.6 in its entirety, if any such Employee is required to relieve another Employee in a higher classification under the Agreement than the one in which they are ordinarily employed for three days or more, they will be paid at the higher classification rate for that period of relieving.

(c) Subject to sub-clauses 28.6 (d) and (e), an Employee shall be entitled to receive for the period of relief or the period during which they act, the minimum payment for such higher classification.

(d) The provision of sub-clause 28.6(c) shall not apply when the Employee of the higher classification is off duty (except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more), nor when an Employee in a higher grade is absent from duty by reason of their taking an ADO in accordance with sub clause 20.4.

(e) Subject to sub-clause 28.6(b) above, the provisions of sub-clause 28.6(c) shall not apply where a worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

28.7 Meal Allowance

(a) An Employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00am or 1:00pm or 6:00pm shall, at the discretion of IRT, be supplied with a meal or paid:

(i) the amount for breakfast set out in Table 2 of Schedule B to this Agreement;

(ii) the amount for lunch set out in Table 2 of Schedule B to this Agreement; or

(iii) the amount for the evening meal set out in Table 2 of Schedule B to this Agreement, as relevant.

(b) In addition to 28.7(a), where an Employee is required to work overtime and such overtime exceeds four hours, the Employee will be supplied with a further meal or paid allowance at the appropriate rate.

28.8 Fire Safety Officer Allowance

(a) An Employee who is designated to be the Fire Safety Officer for a residential aged care facility or number of sites within a specified region, shall be paid in addition to their base salary, the weekly allowance set out in Table 2 of Schedule B to this Agreement for less than 100 beds and/or for more than 100 beds.

(b) The duties of the Fire Safety Officer are reviewed regularly in accordance with relevant legislation and accreditation standards. These duties shall be agreed prior to acceptance of the role. The Fire Safety Officer shall be appointed for one year at a time.

(c) The allowance is not to be included as part of the salary or for any leave purposes. It will only be applicable to those Employees who are approved to undertake additional duties of Fire Safety Officer.

PART 3

LEAVE

29

29 ANNUAL LEAVE

29.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act). The remainder of this clause explains how the NES annual leave entitlement operates at IRT.

(b) Casual Employees have no entitlement to annual leave.

29.2 Accrual of Annual Leave

(a) All full-time and part-time Employees, other than an Employee who is a shift worker for the purpose of the NES, are entitled to four weeks' paid annual leave for each year of service.

(b) Any full-time or part-time Employee who is a shift worker for the purpose of the NES, is entitled to five weeks' paid annual leave for each year of service.

(c) For the purposes of sub-clause 29.2(b) above and sub-section 87(1)(b)(ii) of the Act, an Employee is considered to be a shift worker for the purpose of the NES if the Employee:

(i) is regularly rostered to work their ordinary hours outside the span of 6:00am to 6:00pm, Monday to Friday; or

(ii) works for more than four ordinary hours on 10 or more weekends in a 12-month period.

(d) The entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

29.3 Payment of Annual Leave

(a) If an Employee takes annual leave during a period, the annual leave shall be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

(b) An Employee going on leave will be paid through the normal pay cycle. Payment will not be paid in advance.

(c) If the employment of an Employee who has not taken an amount of accrued annual leave ends at a particular time, the Employee's untaken accrued annual leave shall be paid at the Employee's ordinary pay at that time.

(d) Annual leave loading, if any, shall be paid in accordance with clause 29.6.

29.4 Taking of Annual Leave

(a) An Employee is entitled to take an amount of annual leave during a particular period if:

(i) at least that amount of annual leave is credited to the Employee; and

(ii) IRT has authorised the Employee to take the annual leave during that period.

(b) In the taking of annual leave, the Employee shall make written application to IRT, giving at least four weeks' notice of the desired period of such leave.

(c) Annual leave shall be taken in an amount and at a time which is approved by IRT subject to the operational requirements of the Employee's workplace. IRT shall not unreasonably withhold or revoke such approval.

(d) **Extensive accumulated annual leave**: An Employee must take an amount of annual leave during a particular period if:

(i) reasonably directed to do so by IRT;

(ii) at the time that the direction is given, the Employee has accrued more than six weeks annual leave; and

(iii) the amount of accrued annual leave left to the Employee after taking leave is at least six weeks.

29.5 Cashing out of Annual Leave

Annual leave credited to an Employee may be cashed out by Agreement with IRT, subject to the following conditions (as provided by section 93 of the Act):

(a) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks;

(b) Each cashing out of a particular amount of paid annual leave must be by a separate Agreement in writing between IRT and the Employee; and

(c) 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.

29.6 Annual Leave Loading

(a) In addition to their annual leave payment in accordance with sub-clause 29.3(a), an Employee will be paid for a period of annual leave the higher of either:

(i) an annual leave loading of 17.5%; or

(ii) the weekend and shift penalties the Employee would have received had they not been on annual leave during the relevant period.

(b) The additional annual leave payments in clause 29.6(a) are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 26 – Public Holidays.

(c) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

29.7 Annual Leave and Service

A period of annual leave does not break an Employee's continuity of service and annual leave counts as service for all purposes.

29.8 Payment of Annual Leave on Termination

If, when an Employee's employment ends, the Employee has a period of untaken paid annual leave, IRT must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave (including leave loading).

30

30 PERSONAL/CARER'S LEAVE

30.1 Introduction

(a) Employees are entitled to personal/carer's leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act). The remainder of this clause explains how the NES personal/carer's leave entitlement operates at IRT.

(b) Employees should also have regard to IRT's Personal/Carer's Leave Policy, as varied from time to time.

30.2 Entitlement to Paid Personal/Carer's Leave

(a) A full-time Employee is entitled to 10 days of paid personal/carer's leave for each year of service with IRT. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis as a proportion of the hours worked by the part-time Employee to a full-time Employee.

(b) The entitlement of full-time and part-time Employees to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(c) A casual Employee is entitled to unpaid personal/carer's leave.

(d) In exceptional circumstances an Employee may request up to an additional five days per annum of leave provided the entitlement in clause 30.2(a) is exhausted. Granting of this leave is at the discretion of the relevant manager after an assessment of the individual Employee circumstances at the time. Additional personal/carer's leave does not accumulate.

30.3 Taking of Personal/Carer's Leave

A full-time or a part-time Employee may take paid personal/carer's leave:

(a) Where the employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

(b) To provide care or support to a member of the Employee's immediate family or household, who requires care or support because of:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

30.4 Payment of Paid Personal/Carer's Leave

If an Employee takes a period of paid personal/carer's leave, IRT must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

30.5 Personal/Carer's Leave on Public Holidays

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

30.6 Unpaid Carer's Leave

(a) An Employee is entitled to two days unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because of:

(i) a personal illness, or injury affecting the member; or

(ii) an unexpected emergency affecting the member.

(b) An Employee may take unpaid carer's leave as:

(i) a single continuous period of up to two days; or

(ii) any separate periods agreed with IRT.

(c) An Employee is entitled to unpaid carer's leave for a particular occasion only if the Employee has no entitlement to paid personal/carer's leave. This includes casual Employees.

30.7 Notice and Evidence Requirements

(a) To be entitled to leave under this clause, an Employee must give IRT notice of taking such leave and advise IRT of the period, or expected period, of the leave, as soon as practicable. Employees should seek to provide such notice before the start of such leave unless it is not possible to do so.

(b) An Employee who has given notice to IRT of the taking of leave on account of personal illness or injury affecting the Employee, or in order to provide care and support to a member of the employee's immediate family or household as provided by either sub-clause 30.3(b) or sub-clause 30.6, must, if required by IRT, give IRT evidence that would satisfy a reasonable person that the leave is for a reason allowed by this clause.

(c) For the purpose of sub-clause 30.6(b) above, suitable evidence will generally be:

(i) a medical certificate from a registered health practitioner stating that in their opinion the Employee was unable to attend work during the period because the employee is suffering from a personal illness or injury, or that a member of the Employee's immediate family or household is suffering from an illness or injury that requires care or support; or

(ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period for a reason allowed by this clause.

(iii) A medical certificate or statutory declaration is required for personal/carer's leave for periods greater than two days.

30.8 Continuity of Service

(a) A period of paid personal/carer's leave does not break an Employee's continuity of service and counts as service for all purposes.

(b) A period of unpaid personal/carer's leave does not break an Employee's continuity of service, but does not count as service.

31

31 COMPASSIONATE LEAVE

31.1 Employees are entitled to compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7, Subdivision C of the Act). This clause also provides certain benefits which are more favourable to Employees than the NES.

31.2 An Employee is entitled to two days of compassionate leave for each occasion when a member of the employee's immediate family or household:

(a) Contracts or develops a personal illness that poses a serious threat to their life; or

(b) Sustains a personal injury that poses a serious threat to their life.

31.3 In the event that a member of the Employee's immediate family or household dies including:

(a) A child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or

(b) The Employee, or the Employee's spouse or de facto partner, has a miscarriage.

The Employee is entitled to at least two days' and up to five days' (based on Minimum Guaranteed hours) compassionate leave. Compassionate leave should generally be taken (where relevant) on days immediately before the funeral, when the funeral takes place and immediately after the funeral.

31.4 An Employee may take compassionate leave as:

(a) A single continuous period of two to five days as relevant;

(b) Separate periods with consideration of the circumstances; or

(c) Any separate periods agreed to with IRT.

31.5 Payment for Compassionate Leave

(a) A full-time or part-time Employee is entitled to payment for compassionate leave at the Employee's base rate of pay for the employee's ordinary hours of work in the period that the Employee is absent on compassionate leave. A part-time Employee is only entitled to be paid compassionate leave on a day or days that they would normally work.

(b) For the avoidance of doubt, the level of paid compassionate leave for a part-time or full-time Employee will not exceed what the Employee would have been paid if they

worked their usual ordinary hours on the day or days they are absent on compassionate leave.

(c) A casual Employee is not entitled to payment for compassionate leave.

31.6 Notice and Evidence Requirements

(a) To be entitled to leave under this clause, an Employee must give IRT notice of taking such leave and advise IRT of the period, or expected period, of the leave, as soon as practicable. Employees should seek to provide such notice before the start of such leave unless it is not possible to do so.

(b) An Employee, who has given notice to IRT of the taking of compassionate leave, must, if required by IRT, give IRT evidence that would satisfy a reasonable person that the leave is for a reason provided by either sub-clause 30.3(b) or sub-clause 30.6.

(c) For the purpose of sub-clause (b) above, suitable evidence will generally be:

(i) a medical certificate from registered health practitioner stating that in their opinion the member of the Employee's immediate family or household is suffering from an illness or injury that poses a serious threat to the member's life;

(ii) a death certificate if the member of the Employee's immediate family or household dies; or

(iii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period for a reason provided by either sub-clause 31.2 or sub-clause 30.6.

31.7 Service

A period of paid compassionate leave does not break an Employee's continuity of service and counts as service for all purposes.

32

32 COMMUNITY SERVICE LEAVE

32.1 Employees are entitled to community service leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act). The remainder of this clause explains how the NES community service leave entitlement operates at IRT.

32.1 Eligible Community Service Activities

(a) An Employee who engages in an 'eligible community service activity' is entitled to three days paid Community Service Leave for each financial year beginning 1 July at

ordinary pay for the shifts (or periods of time) the Employee would otherwise have regularly worked on those days. The eligible community service activity must consist of one or more of the following:

(i) time when the Employee engages in the activity;

(ii) reasonable travelling time associated with the activity; and/or

(iii) reasonable rest time immediately following the activity,

provided that the Employee's absence is reasonable in all the circumstances (except in relation to jury service).

(b) Any further leave required may be taken as annual leave or, if the Employee chooses an approved unpaid leave.

(c) A full-time and part-time Employees' entitlement to Community Service Leave does not accrue from year to year.

(d) Each of the following is considered to be an 'eligible community service activity':

(i) a voluntary emergency management activity; and

(ii) an activity prescribed in Regulations in accordance with section 109(4) of the Act.

32.2 Jury Service

(a) There is no limit on the amount of unpaid jury service leave an Employee can take in a 12 month period of employment.

(b) Employees, other than casual Employees, are entitled to be paid by IRT for the first 10 days when absent from work in one or more periods to attend jury service regarding a particular jury service summons. The Employee is paid the difference between what the Employee received as jury service pay and the base rate of pay for the Employee's ordinary hours of work in the period or periods.

(c) Where the duration of jury service regarding a particular jury service summons exceeds 10 days, IRT will assist the Employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters or access to annual leave and/or long service leave (provided that the Employee has qualified to be able to take long service leave).

(d) IRT will require the Employee to provide evidence that would satisfy a reasonable person:

(i) that the Employee took all necessary steps to obtain any amount of jury service pay to which the Employee was entitled; and

(ii) of the total amount of jury service pay, paid or payable to the Employee.

(e) No payment is required to be made by IRT where evidence in accordance with sub-clause (d) above is not provided by the Employee despite being requested by IRT.

32.3 Voluntary Emergency Management Activity

An Employee engages in a voluntary emergency management activity if:

(a) They voluntarily participate,

(b) The activity involves dealing with an emergency or natural disaster;

(c) They are a member of, or has a member-like association with a recognised emergency management body (**REMB**); and

(d) The REMB requests their participation.

33

33 PARENTAL LEAVE

33.1 Introduction

(a) Parental leave is available to eligible Employees to enable them to act as the primary care giver for their own or their spouse's child.

(b) Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act). Employees should also have regard to conditions and eligibilities within IRT's Parental Leave Policy, as varied from time to time.

(c) This clause also provides certain benefits which are more favourable to Employees than the NES.

33.2 Paid Parental Leave

(a) Despite clause 33.2(f), IRT will treat former spouses or de facto partners as a 'partner' for the purpose of clause 33.2(e) irrespective of whether they are the father of the child or not.

(b) Eligible full-time and part-time Employees may claim paid parental leave at ordinary pay, from the date parental leave commences in the following circumstances:

(i) for first claim – where eligible for unpaid parental leave under the Act; and

(ii) for second and subsequent claims – where the Employee has returned to work from a period of parental leave and has completed three months of continuous service with IRT before taking a further period of parental leave.

(c) For the purpose of the calculation of "ordinary pay" for paid parental leave purposes, an Employee will be paid the higher of:

(i) the average of the ordinary hours actually worked by the Employee in the 12 month period ending at the start of a period of parental leave; or

(ii) the Minimum Guaranteed hours worked by the Employee immediately before starting a period of parental leave

(d) Paid parental leave includes:

(i) 14 weeks' paid maternity leave for the birth mother;

(ii) 14 weeks' paid adoption or surrogacy leave for the initial primary carer of the adopted child;

(iii) four weeks' paid bonding leave.

(e) Paid bonding leave will be payable to:

(i) the father of the child;

(ii) the partner of the birth mother; and

(iii) the partner of the initial primary carer of an adopted or surrogate child.

(f) For the purpose of sub-clause 31.2(e) above, "partner" includes a spouse or de facto partner.

(g) Any period of "paid no safe job leave" taken by an Employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the Employee's entitlement to paid maternity leave.

34

34 LONG SERVICE LEAVE

34.1 Employees will receive long service leave in accordance with the entitlements with their state based jurisdiction.

34.2 Each Employee shall be entitled to two months' long service leave on ordinary pay after 10 years' service; thereafter, additional long service leave shall accrue on the basis of five months' long service leave for each additional 10 years' service.

35

35 REPATRIATION LEAVE

35.1 Employees who are an ex-service person may be granted special leave in one or more periods up to a maximum of 6.5 working days in any period of 12 months without deduction from annual or personal/carer's leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

(i) To attend a hospital or clinic or visit a medical officer in that regard;

(ii) To attend a hospital, clinic or medical officer or to report for periodical examination or attention; or

(iii) To attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.

35.2 Employees are to provide IRT with documentary evidence as to the attendance prior to the payment of special leave being granted.

36

36 LEAVE WITHOUT PAY

36.1 By Agreement between IRT and a full-time or part-time Employee, the Employee may be granted a period of leave without pay.

36.2 The period of leave without pay will not break the continuity of service but will not count for the purpose of:

(a) Accruing annual leave or personal/carer's leave, incremental progression or public holidays;

(b) Accruing long service leave except in the case of Employees who have completed at least 10 years' service (any period of absence without pay being excluded therefrom), in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;

(c) The qualifying period for paid and unpaid parental leave; or

(d) The calculation of notice and severance pay in accordance with clause 40 - Termination of Employment and clause 42 - Redundancy.

37

37 CEREMONIAL LEAVE

An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of IRT.

38

38 NATURAL DISASTER LEAVE

38.1 (a) Natural Disaster Leave is paid leave for Employees who are affected directly and personally by natural disasters, such as bush fires and floods, and are unable to attend work.

(b) A full- time or part - time Employee is entitled to two days paid Natural Disaster Leave for each financial year beginning 1 July at ordinary pay for the hours the Employee would otherwise have worked on that day.

(c) Any further leave required may be taken as annual leave or, if the Employee chooses, as approved unpaid leave.

(d) A full- time or part- time Employee's entitlement to Natural Disaster Leave does not accrue from year to year.

38.2 Notice and Evidence Requirements

(a) To be entitled to be paid Natural Disaster Leave under this clause 38, an Employee must request such leave from their manager. Such a request is to be made as soon as the Employee is reasonably able to (which, depending on the particular circumstances affecting the Employee, may be before or after the Employee is unable to attend work because of a natural disaster).

(b) Before such a request for paid Natural Disaster Leave is approved by IRT, the Employee may be required by IRT to provide IRT with reasonable evidence to support the request. This could include, but is not limited to, confirmation an event has been gazetted as a natural disaster, confirmation from an appropriate road authority or emergency service of road closures, etc.

PART 4

OTHER PROVISIONS

39

39 WORKPLACE INVESTIGATIONS

39.1 In all dealings with Employees which may lead to a disciplinary outcome, including termination of employment, IRT commits to the principles of procedural fairness, natural justice which includes, but not limited to:

(a) Knowing the substance of the allegations;

(b) Afforded reasonable opportunity to organise a support person, to attend all meetings;

(c) Confidentiality of investigation;

(d) Access to records of interview and outcome.

39.2 An Employee has the right to appoint a support person throughout the investigation and decision processes and will be given reasonable time to facilitate the attendance of the support person at any meeting. A support person is defined in clause 40.2.

39.3 If the proposed support person is an Employee of IRT, they must not be someone who has or will be interviewed in relation to the matter.

39.4 An Employee will be provided with written advice as to the specific nature including the allegations that are to be investigated prior to any meeting. The process shall be initiated and proceed expediently as the circumstance of a particular incident allow.

39.5 An Employee required to attend a disciplinary meeting will be entitled to the base rate of pay for the duration of the meeting.

39.6 Where an Employee has been suspended pending the outcome of an investigation, they will continue to receive their pay at base rate.

39.7 A copy of any record of interview prepared by IRT will be provided to the Employee on request.

39.8 The Employee(s) will be advised of the outcome of the disciplinary process in writing.

39.9 If an Employee has a grievance with any part of the disciplinary process, they can initiate an action as detailed in clause 53 – Dispute Resolution Procedure.

40

40 TERMINATION OF EMPLOYMENT

40.1 Before reaching any decision to terminate the employment of an Employee (except for casual employees) on grounds other than would justify summary dismissal, IRT will:

(a) Inform the Employee that the termination of the Employee's employment is being considered;

(b) Advise the Employee of the reasons why IRT considers that termination of the Employee's employment is justified; and

(c) Provide the Employee with an opportunity to show cause as to why the Employee's employment should not be terminated.

40.2 An Employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the Employee, the Employee is entitled to have a support person present. The support person may be a co-worker, a Union delegate, an officer of a Union, a family member or any other person.

40.3 Sub-clauses 40.1 and 40.2 do not apply to Employees who are terminated during their minimum employment period as described in sub-clause 18.1.

40.4 Subject to sub-clauses 40.1 to 40.10, an Employee's employment (other than the employment of a casual Employee), will be terminated by IRT or the Employee only on the provision of the applicable notice as set out in clause 40, or by the payment by IRT, or forfeiture by the Employee, of wages in lieu of notice.

40.5 IRT may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

40.6 Provided that an Employee's employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.

40.7 In respect of any forfeiture by the Employee of wages in lieu of notice, the Employee may at any time authorise IRT to deduct from their wages payable up to, or on termination, relevant wages payable in lieu of notice. Should IRT not receive such an authorisation from the Employee and make the applicable deduction in whole, IRT may forthwith recover from the Employee such outstanding payment or sum or amount payable or owing by the Employee pursuant to this clause in any court of competent jurisdiction

40.8 The requirement for an Employee to provide notice under this clause shall not apply in circumstances where the Employee is entitled to bring the employment to an end because of the actions of IRT, for example, because of a repudiatory breach of the employment contract by IRT.

40.9 In respect of the requirement for IRT to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 22 of the Act.

40.10 It is the intention of this clause that both IRT and the Employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

40.11 Notice of termination (to be provided by either party when terminating employment):

(a)

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) Employees (other than casual Employees) aged 45 years or older will be entitled to an additional one week's notice if the Employee has completed at least two years continuous service for IRT.

(c) Casual Employees are to be given notice to the end of the current shift worked.

40.12 IRT will give the Employee a statement signed on behalf of IRT stating the period of employment and when the employment was terminated, if the Employee requests.

40.13 Abandonment of Employment

Where an Employee is absent from work for a continuous period of two working days without the consent of IRT, and without notification to IRT, IRT shall be entitled to inform the Employee by written correspondence that unless the Employee provides a satisfactory explanation for their absence within two days of the receipt of such a request, the Employee will be considered to have abandoned their employment.

40.14 Despite clause 40.13 of the Agreement, if an Employee's employment is terminated at the employer's initiative, the employer shall provide notice of termination in accordance with the National Employment Standards (NES).

41

41 CONSULTATION

41.1 "Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or reduction of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.

41.2 IRT to notify regarding major workplace change

(a) IRT must consult with the Employees affected and their representatives, if any, on the proposed introduction of the changes referred to in 41.3, the effects the changes are likely to have on Employees and measures to avert or mitigate any adverse effects of the proposed changes on Employees and must give prompt and genuine consideration to matters and suggestions raised by the Employees, and where requested by Employees, their

representatives, in relation to the changes. With regard to changes to regular rosters or ordinary hours of work, affected Employees will be invited to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(b) For the purposes of such consultation, IRT must provide in writing to the Employees concerned, and where requested by these Employees, their representatives, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that IRT is not required to disclose confidential information or commercially sensitive information, the disclosure of which would be contrary to IRT's interests.

41.3 Change to Rosters or Ordinary Hours of Work

(a) This clause applies if IRT proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

(b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

(c) IRT will recognise the representative if:

(i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(ii) the Employee or Employees advise IRT of the identity of the representative;

(d) As soon as practicable after proposing to introduce the change, IRT will:

(i) discuss with the relevant Employees the introduction of the change; and

(ii) for the purposes of the discussion, provide to the relevant Employees:

a. all relevant information about the change, including the nature of the change; and

b. information about what IRT reasonably believes will be the effects of the change on the Employees; and

c. information about any other matters that the employer reasonably believes are likely to affect the Employees; and

(iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(e) However, IRT is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(f) IRT will give prompt and genuine consideration to matters raised about the change by the relevant Employees or their representative.

(g) In this clause 'relevant Employees' means the Employees who may be affected by a change.

41.4 Consultative Teams

(a) Where service provision teams (for example Central Production Kitchen, Facilities Maintenance) with more than 40 Employees, Home Care and in a facility with 60 beds or more, the majority of Employees covered by this Agreement vote in support of the establishment of a consultative team, IRT will facilitate the establishment of such a consultative team.

(b) Consultative teams will comprise of:

(i) up to three Employee representatives elected by the Employees at the facility (which may include union delegates); and

(ii) up to three IRT representatives nominated by IRT.

(c) Where an Employee or IRT representative is unable to attend a meeting of a consultative team they are a member of, the representative may nominate another person to attend in place of the representative.

(d) The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.

(e) The consultative team may discuss issues in or in connection:

(i) sub-clause 41.2;

(ii) clause 43 – Workload Management; and

(iii) other issues as agreed by the team.

42

42 REDUNDANCY

42.1 For the purposes of this clause, "**continuous service**" shall mean a continuous period of service with IRT, whether on a permanent, casual, part-time or other basis, under one or more contracts of employment, provided that periods of leave without pay (including parental leave without pay) do not break the continuity of service of an Employee but are not to be taken into account in calculating length of service for the purposes of this clause.

42.2 Redundancy occurs where IRT has made a definite decision that it no longer requires the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour.

42.3 Unless the Commission subsequently orders otherwise in accordance with sub-clause 42.4, where the employment of a full-time or part-time Employee is to be terminated for the reason set out in sub-clause 42.2. IRT shall pay, in addition to other payments due to that Employee, the following redundancy pay in respect of the following continuous periods of service:

(a) Where the Employee is under 45 years of age, IRT shall pay the Employee in accordance with the following scale:

Period of continuous service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

(b) Where the Employee is 45 years of age or over, IRT shall pay the Employee in accordance with the following scale:

Period of continuous service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

(c) "**Weeks' pay**" means the weekly rate of pay for the Employee concerned at the date of termination of employment by reason of redundancy, and shall consist of the following with respect to the Employee's usual ordinary hours of work:

(i) the Employee's ordinary pay under this Agreement;

(ii) any over-Agreement payments that the Employee receives; and

(iii) if applicable, the following:

a. shift and weekend penalties in accordance with clause 25 - Shift and Weekend Work;

b. broken shift allowance in accordance with clause 20.5 - Broken Shifts; and

42.4 Subject to an application by IRT and further order of the Commission, IRT may pay a lesser amount (or no amount) of redundancy pay than that contained in sub-clause 42 if IRT cannot afford to pay the amount or obtains other acceptable employment for an affected Employee. The Commission shall have regard to such financial and other resources of IRT concerned as the Commission thinks relevant, and the probable effect paying the amount of redundancy pay in sub-clause 42 will have on IRT. Provided that where a Residential Manager or Senior Care Coordinator has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in sub-clause 42 and IRT may not make application to the Commission under this sub-clause.

42.5 IRT will not be obliged to pay redundancy pay in circumstances as provided by section 122 (which deals with transfer of employment situations) and section 123 of the Act.

43

43 WORKLOAD MANAGEMENT

43.1 The parties covered by this Agreement acknowledge that Employees and IRT 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/customer care.

43.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by IRT, the following procedure applies:

(a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore possible solutions;

(b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager of IRT for further discussion;

(c) If a solution still cannot be identified and implemented, the matter should be referred to the Residential Manager for further discussion; and

(d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and the affected Employees informed.

43.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve any workload issues. Resolution of workload issues should be based on criteria including, but not limited to:

(a) Clinical assessment of residents' needs;

(b) The demand of the environment, such as facility layout;

(c) Regulatory obligations, (including, but not limited to, work health and safety and nursing legislation);

(d) Reasonable workloads;

(e) Accreditation standards;

(f) Replacement of employees on leave; and

(g) Budgetary considerations.

43.4 If the issue is still unresolved, the Employee/s may advance the matter through clause 53 Dispute Resolution Procedure. Arbitration of workload management issues may only occur by Agreement of all parties.

44

44 LABOUR FLEXIBILITY AND MIXED FUNCTIONS

44.1 IRT may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training.

44.2 IRT may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided the Employee possesses the relevant skills and competence to perform such tasks. Where the Employee does not possess such skills and competence, appropriate training shall be arranged.

44.3 Any direction issued by IRT in accordance with sub-clauses 44.1 and/or 44.2 shall be consistent with IRT's responsibility to provide a safe and healthy working environment for Employees, and IRT's duty of care to its residents and/or customers.

44.4 Registered Nurses, Enrolled Nurses, Nursing Assistants, and Aged Care employees (Care Stream) shall not be required to perform, as a matter of routine, the following duties:

(a) Cooking and preparing of main meals

(b) Performing the role of a paid cleaner

44.5 If hospitality or laundry employees are absent, Registered Nurses, Enrolled Nurses, Nursing Assistants, and Aged Care employees (Care Stream) will not be directed to perform their duties in their absence.

44.6 Where IRT has decided there is no longer a requirement to appoint a Residential Manager or a Senior Care Coordinator for a particular workplace, IRT shall ensure that the workload

previously performed by that nurse manager is adequately allocated to other management staff, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

45

45. REMUNERATION PACKAGING

IRT may agree to a remuneration packaging arrangement with a full-time or part-time employee ("**Remuneration Packaging Agreement**"). The terms and conditions of such a Remuneration Packaging Agreement may make provision for remuneration greater than that contained in the salary band. The package overall shall not be less favourable to the Employee than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following:

(a) IRT shall ensure that the structure of any IRT package complies with taxation and other relevant laws;

(b) IRT shall confirm in writing to the Employee the classification level and the current remuneration payable as applicable to the Employee under this Agreement;

(c) IRT shall advise the Employee in writing of their right to choose payment of that remuneration referred to in sub-clause (b) above instead of a remuneration package;

(d) IRT shall advise the Employee in writing that all Agreement conditions, other than remuneration and those conditions as agreed in sub-clause (e) below, shall continue to apply;

(e) When determining the remuneration package, the non-remuneration fringe benefit shall be in accordance with relevant tax legislation;

(f) IRT shall provide a copy of the remuneration packaging agreement to the Employee;

(g) The employee shall be entitled to inspect details of the payments made under the terms of such a remuneration packaging agreement;

(h) The configuration of the remuneration package shall remain in force for the period agreed between the Employee and IRT;

(i) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between IRT and the Employee, an unused amount may be carried forward to the next period, or paid to the Employee as remuneration (which will be subject to usual taxation requirements);

(j) Remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding fringe benefit tax or personal tax arrangements, and that change may impact on a remuneration

packaging agreement, all salary packaging arrangements may at the discretion of IRT be terminated. Upon termination in these circumstances, the Employee's rate of pay will revert to the rate of pay that applied immediately before the remuneration packaging agreement was made in accordance with this clause, or the appropriate agreement rate of pay whichever is greater;

(k) Where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging agreements are to be cancelled for reasons other than legislative requirements, then IRT and/or the affected Employee must give three months' written notice to the other of the proposed change;

(l) In the event that an Employee ceases to be employed by IRT, any remuneration packaging agreement that the Employee has with IRT will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination;

(m) Any pay increases granted to Employees under this Agreement shall also apply to employees subject to remuneration packaging agreements made in accordance with this clause;

(n) All employees are advised to seek independent financial advice before entering into a salary packaging agreement; and

(o) An Employee who is party to a remuneration packaging agreement with IRT acknowledges that they have not been underpaid, or denied an entitlement under this Agreement, simply because the Employee's take home pay is less under a remuneration packaging agreement than the Employee would have received had the remuneration packaging agreement not been in place. The Employee agrees not to commence any claim against IRT alleging underpayment or denial of an entitlement by IRT under this Agreement on such a basis.

46

46. SUPERANNUATION

46.1 IRT will make superannuation contributions into an approved superannuation fund nominated by the employee in accordance with the superannuation guarantee legislation, as amended or replaced from time to time.

46.2 An 'approved fund' means:

(a) The Health employees Superannuation Trust Australia (**HESTA**) – default fund;

(b) Aware Super;

(c) Health Super; and

(d) Any agreed complying superannuation fund, provided that IRT shall not unreasonably withhold Agreement unless it establishes good and proper reasons for the withholding of Agreement.

46.3 An Employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.

46.4 Should an Employee fail to nominate a fund, IRT shall make all statutory superannuation contributions on behalf of the Employee to HESTA, being the default fund under this Agreement.

46.5 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.

46.6 For Employees whom IRT is obliged to make superannuation contributions, such contributions will be made in alignment with legislative requirements.

46.7 From 1 July 2026, or such earlier date as determined by the Employer, superannuation contributions will be paid at the same time as the Employee's salary or wages

46.8 The Employer will ensure that all SG contributions reach the Employee's nominated superannuation fund within seven (7) business days of the relevant payday, unless an extended legislative timeframe applies (e.g., for new employees or updated fund details).

46.9 Salary Sacrifice to Superannuation

(a) An Employee can elect to sacrifice a portion of remuneration to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.

(b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount of the salary sacrifice.

(c) IRT will not use any amount that is salary sacrificed by an Employee to count towards IRT's obligation to pay contributions under superannuation guarantee legislation.

(d) Contributions payable by IRT in relation to superannuation guarantee legislation shall be calculated by reference to the remuneration which would have applied to the Employee under this Agreement in the absence of any salary sacrifice.

(e) Any additional superannuation contributions made on behalf of an Employee in accordance with this clause shall be paid into the same superannuation fund into which IRT makes contributions on behalf of the Employee under superannuation guarantee legislation.

(f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than payments for leave taken whilst employed, shall be calculated by reference to the remuneration which would have applied to the Employee in the absence of any salary sacrifice arrangement for superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

47

47. ATTENDANCE AT MEETINGS

47.1 In relation to clause 47, if an Employee is required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative outside the Employee's ordinary hours of work, the Employee will be paid overtime (if applicable) for such hours spent attending the meeting in accordance with clause 24 (or be able to take time off in lieu of overtime in accordance with clause 24.7)

48

48. TRAINING AND EDUCATION

If an Employee is required to attend training in accordance with clause 48.1(d) outside the Employee's normal rostered working hours, notwithstanding clause 48.1(d)(iii), the Employee will be paid overtime (if applicable) in accordance with clause 24 (or be able to take time off in lieu of overtime in accordance with clause 24.7) or be provided with applicable penalties as per clause 25 – Shift and Weekend Work for the period of the training.

48.1 General Training

(a) Employees will be given on-going training as necessary, relevant to their roles and responsibilities.

(b) Each Employee shall provide details to IRT of their attendance at training and IRT shall keep a record of this attendance.

(c) Upon termination of the Employee's employment, IRT shall provide to the Employee a written statement of the hours of training attended by the Employee.

(d) Where practicable, such training shall be provided to Employees during their normal rostered hours of work. Where this is not practicable:

(i) Employees shall attend training outside their normal rostered working hours when required to do so by IRT;

(ii) IRT shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;

(iii) Despite clause 24 - Overtime, attendance at such training shall be paid at the ordinary rate (applicable penalties will be paid in addition to the ordinary pay rate as per clause 25– Shift and Weekend Work) for the period of the training;

(iv) If IRT is requiring an Employee to attend training, IRT shall also pay to the Employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (iii) that is in excess of the time normally taken for that Employee to attend work;

(v) When being paid travelling time in accordance with sub-clause (iv), an Employee using their own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Table 3 of Schedule B of this Agreement; and

(vi) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time Employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in sub-clause 23.1. Where practicable, similar arrangements should also be made available to all other Employees.

(e) Any training undertaken by an Employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.

48.2 E-learning

(a) IRT recognises and supports e-learning as a strategy for supporting Employee professional development. E-learning uses electronic media technology to deliver flexible vocational education and training. It includes:

(i) access on-line, learning resources in the classroom, workplace or home;

(ii) on-line access to, and participation in, course activities;

(iii) structured learning-based email communication; and

(iv) on-line assessment activities.

(b) An Employee will be required to undertake e-learning modules in accordance with the designated training plan for each role.

(c) Additionally, Employees wanting to participate in a course/module will make a request to their supervisor via Ausmed. The Direct Manager will gain approval for attendance at the course according to IRT's Learning and Development Policy.

(d) Conditions for participating in the course, including expectations for location, time allocation, payment and implication for non-completion of the course will be contained in the Learning and Development Policy.

49

49. AMENITIES

49.1 The minimum standards as set out in all relevant work health and safety legislation shall be met in the provision of amenities to Employees.

49.2 Such amenities may include:

(a) Change rooms and lockers;

(b) Meal rooms;

(c) Facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;

(d) Rest rooms;

(e) Washing and bathing facilities;

(f) Sanitary conveniences; and/or

(g) Safe and secure workplaces.

49.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by relevant work health and safety legislation.

50

50. INSPECTION OF LOCKERS & SECURITY SURVEILLANCE CAMERAS

50.1 Generally, an Employee locker may only be opened for inspection by IRT in the presence of the Employee to whom the locker has been allocated. However, in cases where the Employee neglects or refuses to be present or in any circumstances where notice to the Employee is impracticable, such inspection may be carried out in the absence of the Employee:

(a) Where practicable by an officer of IRT and an Employee representative where practicable; or

(b) Otherwise by any two officers appointed by IRT for that purpose.

50.2 Surveillance cameras will be utilised in facilities to minimise any threat to residents, the Employees and property. Surveillance cameras are used mainly in external areas and link-ways and operate 24 hours per day.

51

51. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

51.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

52

52. DOMESTIC VIOLENCE LEAVE

In addition to the provisions of clause 52.3(a), if an Employee is impacted by Family or Domestic Violence exhausts the leave entitlements provided by clause 52.3(a)(i) to (iii) or does not wish to utilise the ability to take Personal/Carer's Leave in accordance with clause 50.3(a)(ii) or Annual Leave in accordance with clause 52.3(a)(iii), that Employee will be entitled to take unpaid Family and Domestic Violence leave of up to five days per calendar year.

52.1 Definitions

(a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the Employee, by a person with whom the Employee shares a child in common, by a person who is cohabitating with or has cohabitated with the Employee, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the Employee, or a person who is or has continually or at regular intervals lived in the same household as the Employee.

(b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(c) An Employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

52.2 Measures

(a) No adverse action will be taken against an Employee on the basis that they are impacted by Family and Domestic Violence.

(b) All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.

(c) Upon receipt of a reasonable request from an Employee who has satisfied the criteria of this clause, the Employer, will, subject to operational requirements facilitate flexible working arrangements, which may include:

(i) changes to working times and to work location;

(ii) changes to telephone numbers and/or email addresses;

(iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(d) An Employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.

52.3 Leave

(a) A full time or part time Employee who has established evidence of being the an Employee who is impacted by Family or Domestic Violence with their employer may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence:

(i) The employer shall grant up to 20 days' special paid leave (on ordinary pay), renewed every years on each Employees work anniversary, to be used for absences from the workplace;

(ii) Where leave entitlements in sub-clause (i) above are exhausted Personal/Carer's Leave provided the Employee maintains a reserve of at least 1 week;

(iii) Where leave entitlements in sub-clauses (i) and (ii) above are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.

(b) Casual Employees will be entitled to paid Family and Domestic leave.

(c) This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.

53

53. DISPUTE RESOLUTION PROCEDURE

53.1 Unless otherwise stated the term "party" or "parties" referred to in this clause means IRT and/or the relevant Employees, as the context requires.

53.2 This dispute resolution procedure will apply to disputes about:

(a) Any matters arising in the employment relationship, except matters relating to the actual termination of employment of an Employee;

(b) Threatened termination of employment, with the exception that the arbitration provisions in sub-clause 53.6 do not apply unless the parties agree. Further, the parties' rights are reserved during this process and IRT may exercise its right to terminate the Employee in accordance with the Agreement;

(c) Matters in relation to the NES;

(d) Matters arising under this Agreement; or

(e) Whether IRT had reasonable business grounds under subsection 65(5) of the Act (requests for flexible working arrangements) or subsection 76(4) of the Act (requests for extending unpaid parental leave).

53.3 IRT and/or the relevant Employee may appoint another person, organisation or association (for example, an Employee may appoint a Union of which they are a member) to accompany and/or represent them for the purposes of this clause.

53.4 In the event of a dispute, the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:

(a) The Employee and their supervisor discussing the matter; and

(b) If the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).

53.5 If a dispute is unable to be resolved at the workplace level, in accordance with sub-clause 53.4, a party to the dispute may refer the matter to the Commission or other appropriate statutory tribunal.

53.6 The parties agree that the Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including:

(a) Mediation;

(b) Conciliation; and

(c) Arbitration, except that the Commission will only arbitrate a dispute about a threatened termination of employment or a dispute arising under clause 43 – Workload Management if the parties agree.

53.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by IRT to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

54

54. UNION DELEGATES

54.1 IRT recognises the right of all Employees to join a Union, to access meaningful Union representation, to participate collectively in workplace issues and to collectively bargain through their Union.

54.2 Workplace Delegates' Rights

(a) Clause 54.3 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: *Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 54.2.*

(b) In clause 54.2:

(i) employer means the employer of the workplace delegate;

(ii) delegate's organisation means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(iii) eligible workers means members and persons eligible to be members of the delegate's organisation who work in a particular enterprise.

(iv) workplace delegate means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.

54.3 Before exercising entitlements under clause 54.2, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

(i) An Employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

54.4 Right of Representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise Agreement or policy of the employer under which eligible workers are entitled to be represented and which concerns their industrial interests.

54.5 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 54.5. This includes discussing membership of the delegate's organisation and representation with eligible workers.

(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

54.6 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 54.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

54.7 Entitlement to reasonable access to training

The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.

(b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than two weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training which is to include the sharing of information and knowledge gained to align as a consistent practice as detailed by the employers Learning and Development policy for all external training forums.

54.8 Exercise of entitlements under clause 54.2

(a) A workplace delegate's entitlements under clause 54.2 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an Employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent eligible workers exercising their rights to the freedom of association.

(b) A workplace delegate must, other than in the reasonable exercise of the entitlements under Clause 54.2:

(i) Comply with their duties and obligations as an employee; and

(ii) Not hinder, obstruct or prevent the normal performance of work

(b) Clause 54.2 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

(c) Clause 54.2 does not require an eligible worker to be represented by a workplace delegate without the Employee's agreement.

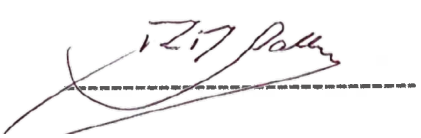
NOTE: Under section 350A of the Act, the Employer must not:

(i) unreasonably fail or refuse to deal with a workplace delegate; or

(ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

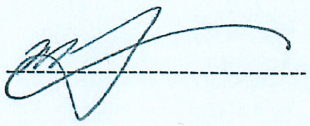
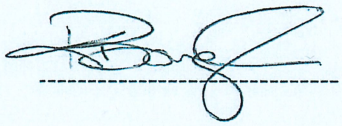
(iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 54.2.

Signed for and on behalf of Illawarra Retirement Trust ACN 000 726 536 by its duly authorised officer:

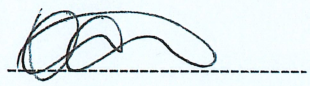
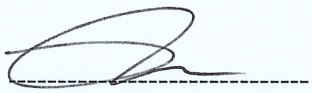
Signature:		Witness Signature:	
Print Full Name:	Ross Gallagher	Print Full Name:	Kim Hancock
Organisation	Illawarra Retirement Trust	Organisation	Illawarra Retirement Trust
Position:	Chief Executive Officer	Position:	Company Secretary
Address:	Level 3, 77 Market Street Wollongong NSW 2500	Address:	Level 3, 77 Market Street Wollongong, NSW, 2500
Date:	29/06/2026	Date:	29/06/2026
Signature:		Witness Signature:	
Print Full Name:	Fiona Margaret Kuiper	Print Full Name:	Katie May Bombroffe
Organisation	Illawarra Retirement Trust	Organisation	Illawarra Retirement Trust
Position:	IRT Employee Representative	Position:	Senior People Partner
Address:	3/21 Turner Espl. East Corrimal NSW 2518	Address:	3/77 market Street wollongong NSW 2500
Date:	25/06/2026	Date:	25/06/2026

EXECUTION

Signed for and on behalf of the Australian Nursing and Midwifery Federation – New South Wales Branch by its duly authorised officer:

Signature:		Witness Signature:	
Print Full Name:	MICHAEL WHITES	Print Full Name:	KATRINA BOUGH
Organisation	Australian Nursing and Midwifery Federation, New South Wales Branch	Organisation	ANMF NSW
Address:	50 O'DEA AVE WATERLOO NSW	Address:	50 O'DEA AVE WATERLOO NSW
Date:	24.6.26	Date:	24/06/2026.

Signed for and on behalf of the Australian Nursing and Midwifery Federation – Australian Capital Territory Branch by its duly authorised officer:

Signature:		Witness Signature:	
Print Full Name:	CARLYN FIDOW	Print Full Name:	THOMAS MASON
Organisation	Australian Nursing and Midwifery Federation, Australian Capital Territory Branch	Organisation	ANMF ACT
Address:	2/53 DUNDAS COURT PHILLIP ACT 2606	Address:	2/53 DUNDAS COURT PHILLIP ACT 2606
Date:	26/06/26	Date:	26/06/26

EXECUTION

Signed for and on behalf of the Australian Nursing and Midwifery Federation QNMU Branch by its duly authorised officer:

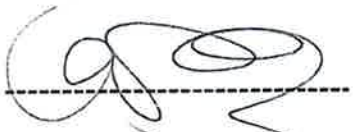
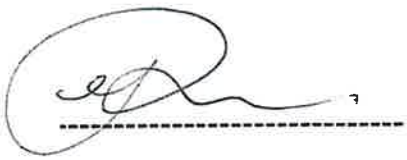
Signature:		Witness Signature:	M Dickins
Print Full Name:	Sarah Beaman	Print Full Name:	Merren Dickins
Organisation	Australian Nursing and Midwifery Federation, QNMU Branch	Organisation	Australian Nursing and Midwifery Federation QNMU Branch
Address:	106 Victoria St West End, Qld, 4101	Address:	106 Victoria St West End, Qld, 4101
Date:	25/06/2026	Date:	25/06/2026

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 Health Services Union, NSW/ACT/QLD (HSU) by its duly authorised officer:

Signature:		Witness Signature:	H. Crichton
Print Full Name:	Gerard Hayes	Print Full Name:	Heather CRICHTON
Organisation	Health Services Union, NSW/ACT/QLD (HSU)	Organisation	Health Services Union NSW/ACT/QLD (HSU)
Address:	2/109 Pitt st Sydney.	Address:	2/109 Pitt St. Sydney
Date:	8/7/26	Date:	08/07/2026.

Signed for and on behalf of the United Workers Union, Queensland Branch by its duly authorised officer:

Signature:		Witness Signature:	
Print Full Name:	Catalina Gonzalez	Print Full Name:	Yasmin Green
Organisation	United Workers Union	Organisation	United Workers Union
Address:	Level 2, 54 Cheriton St Perth WA 6000	Address:	Level 2, 54 Cheriton Street Perth WA 6000
Date:	01/07/2026	Date:	01/07/2026

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

SCHEDULE A
EMPLOYEE CLASSIFICATIONS

SCHEDULE A – EMPLOYMENT CLASSIFICATIONS **84**

1. AGED CARE EMPLOYEES – DIRECT CARE 85
2. AGED CARE EMPLOYEE LEVEL 1 - INTRODUCTORY 85
3. AGED CARE EMPLOYEES – GENERAL – CATERING / HOSPITALITY 90
4. AGED CARE EMPLOYEES GENERAL – FACILITIES MANAGEMENT – RETIREMENT VILLAGES – DRIVERS 93
5. NURSES AND CARE LEADERSHIP 95
6. CLINICAL NURSE EDUCATOR (NURSES AWARD - RN LEVEL 3) 96
7. CLINICAL NURSE SPECIALIST (INFECTION PREVENTION & CONTROL LEAD) (NURSES AWARD - RN LEVEL 3) 97
8. HOME CARE EMPLOYEE 101
9. SOCIAL WELFARE OFFICER 105
10. ADMINISTRATION SUPPORT EMPLOYEES 106
11. AGED CARE TRAINEES 112
12. APPRENTICES & SCHOOL BASED TRAINEES 113

SCHEDULE A – EMPLOYMENT CLASSIFICATIONS

The following employment classifications and employment streams apply to this Agreement:

Classification	Streams
1. Aged Care Employees – Direct Care Levels 1, 2, 3, 4, 4B, 5, 5A and 6	**Care and Wellbeing** Roles may include: Aged Care Employees, Wellbeing Officers, Wellbeing Team Leaders and Physio Aides.
2. Aged Care Employees – General Catering - Hospitality Levels 1, 3, 3B, 4, 5, 6 and 7	**Catering, Hospitality** Roles may include: Catering: Chefs, Catering Assistants and Kitchen Hand/Cleaners in Central Production Kitchen. Hospitality: Team Leaders, Laundry employees and Food Services Assistants.
3. Aged Care Employees – General Facilities Management – Retirement Villages – Drivers: Levels 3, 4, 5, 6 and 7	**Maintenance and Non Maintenance** Roles may include: Maintenance: Tradespersons, non-qualified Gardeners, Labourers, General Handy Person. Non Maintenance: Bus Drivers, Retirement Village Officers
4. Nurses and Care Leadership	**Care Leadership and Support Roles** Roles may include: Senior Care Coordinators, Clinical Nurse Educators and Assistant Nurse Educator, Infection Prevention and Control
5. Home Care Employees Grades 1, 2, 3, 4, 4B, 5 and 6	Roles may include: Home Care Employees and Transport Drivers.
6. Social and Welfare Officer	
7. Administrative Employees	Employees working in clerical based roles. Roles may include: Customer Contact Centre and After Hours, Workforce Planning, Service Coordination, Executive Support, and Finance.
8. Aged Care Trainees	
9. Apprentices and School Based Trainees	

SCHEDULE A
EMPLOYEE CLASSIFICATIONS

1. AGED CARE EMPLOYEES – DIRECT CARE

This section includes IRT employees who are employed as aged care employees, Wellbeing Officers, Wellbeing Team Leaders and Physio Aides.

1.1 Aged Care Employee Level 1 and 1B - Introductory

Means an employee who performs basic duties under direct supervision either individually or in a team. Work is carried out using established practices, procedures and instructions including compliance with documentation requirements, policies and procedures as determined by the employer.

Wellbeing Stream employees also participate in accreditation, continuous improvement initiatives and ensure documentation is completed accurately and in a timely manner

Level	Direct Care Stream	Qualification and Experience
ACE Level 1	Care	No qualification. Less than 3 months work experience in this industry.
ACE Level 1	Wellbeing	No qualification. Less than 3 months work experience in this industry.
ACE Level 1B	Care	Relevant Certificate III in Individual Support or equivalent. Less than 3 months work experience in this industry.
ACE Level 1B	Wellbeing	Relevant Certificate III in Community Services or equivalent. Less than 3 months work experience in this industry.

1.2 Aged Care Employee Level 2 – Direct Care

Means an employee who has 3 months work experience (this may include substantiated volunteer hours working in a relevant area) in the industry or who can demonstrate relevant prior experience, acceptable to the employer.

Under limited supervision, employees at this level work either individually or in a team within established guidelines including compliance with documentation and system requirements, policies and procedures as determined by the employer. Payment of the new classification will be effective the first full pay period on or after the date of the increase or change.

Level	Direct Care Stream	Qualification and Experience
ACE Level 2	Care	No qualification. Greater than 3 months work experience in this industry.
ACE Level 2	Wellbeing	No qualification. Greater than 3 months work experience in this industry.

Care Stream: Provide assistance to residents according to the requirements of the Care Plan in carrying out personal care tasks which shall include but not be limited to: undertake daily hygiene (e.g. assisting with showers or baths, shaving, cutting finger nails for non-diabetic residents); lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals and feeding; assist and support residents with mobility aids; implementation of continence programs as identified in the Care Plan. Upon completing relevant competency assessments; simple wound dressing; attend to routine urinalysis, blood pressure, temperature and pulse checks. Responsibilities also include attending handover, ensure documentation is completed accurately and in a timely manner, contribute and participate in continuous improvement initiatives and participate in Accreditation preparation and assessments.

Under direct supervision, provide assistance to a higher-level Aged Care employee in attending to the personal care needs of a resident.

Wellbeing Stream: Perform the full range of Wellbeing duties including but not limited to providing wellbeing programs to residents according to the requirements of the Care Plan, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise with entertainers and community groups as required. Participate in accreditation, continuous improvement initiatives and ensure documentation is completed accurately and in a timely manner.

1.3 Aged Care Employee Level 3 – Qualified

Means an employee with relevant experience who works individually or in a team environment and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements, policies and procedures as determined by the employer.

Level	Direct Care Stream	Qualification and Experience
ACE Level 3	Care	Relevant Certificate III in Individual Support or equivalent
ACE Level 3	Wellbeing	Relevant Certificate III in Community Services or equivalent

Indicative tasks an employee at this level may perform are as follows:

Care Stream: Provide a wide range of personal care services to residents, under limited supervision, and in accordance with the resident's Care Plan. Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation; assist in the development and implementation of care plans. Responsibilities also include attending handover, ensure documentation is completed accurately and in a timely manner, contribute and participate in continuous improvement initiatives and participate in Accreditation preparation and assessments.

Wellbeing Stream: Perform the full range of Wellbeing duties including but not limited to assist in the development and review of resident care plans, prepare, deliver and evaluate exercise and wellbeing programs, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise and coordinate with volunteers, entertainers and community groups as required. Participate in accreditation, continuous improvement initiatives and ensure documentation is completed accurately and in a timely manner.

1.4 Aged Care Employee Level 4 – Senior

Means an employee with appropriate experience and qualification(s) acceptable to the employer and is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the Care Centre or Service.

Employees at this level may be required to plan, direct, and develop employees, comply with documentation requirements, policies and procedures as determined by the employer, attend and contribute to handover, contribute and participate in continuous improvement initiatives, participate in accreditation preparation and assessments and assist in the development and monitoring of budgets.

Level	Direct Care Stream	Qualification and Experience
ACE Level 4	Care	Relevant Certificate III in Individual Support or equivalent, and 4 years of experience classified as a Level 3 after January 1, 2025.
ACE Level 4B	Care	Relevant Certificate III in Individual Support or equivalent and relevant accredited medication qualification and competency assessment.
ACE Level 4	Wellbeing	Relevant Certificate III and 4 years of experience classified as a Level 3 after 1 January 2025.

Indicative tasks an employee at this level may perform are as follows:

Care Stream: An employee at this level may undertake all the tasks of an ACE Level 1, 2 or 3 employees except that an employee at this level will be responsible for the complex personal care needs of residents including development, implementation and evaluation of care plans. Indicative tasks at this level include: administer and monitor residents with medication, blood sugar level checks etc. and may be required to assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycaemia.

For those employees responsible for the management of insulin dependent diabetic must possess the Managing the Insulin Dependent Diabetic and Medication qualification and competency has been verified.

Wellbeing Stream: Performance of the full range of Wellbeing duties including but not limited to development and review of resident care plans, prepare, deliver and evaluate exercise and wellbeing programs, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise and coordinate with volunteers, entertainers and community groups as required. Participate in accreditation, continuous improvement initiatives and ensure documentation is completed accurately and in a timely manner.

1.5 Aged Care Employee Level 5 – Specialist

Means an employee who holds an appropriate qualification(s) with demonstrated experience acceptable to the employer and is required to act on them and:

(a) is designated by the employer as having the responsibility for leading, mentoring and/or supervising the work of others in excess of that required for an Aged Care employee Level 4; and

(b) is required to work individually with minimal supervision.

Employees at Level 5 are required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer.

Level	Direct Care Stream	Qualification and Experience
ACE Level 5 (where required by organisation)	Care	Certificate IV in Individual Support or equivalent and the accredited Medications qualification and competency assessment
ACE Level 5	Aged Care Educator	Minimum Certificate IV and meets the experience requirements and competencies acceptable to the employer
ACE Level 5 (where required by organisation)	Wellbeing	Certificate IV in Leisure and Health or equivalent.

Indicative tasks an employee at this level may perform are as follows.

Care Stream: An employee at this level undertake all the tasks of an ACE Level 1, 2, 3 and 4 employee except that an employee at this level will be responsible for the complex personal care needs of residents including development, implementation and evaluation of care plans.

Wellbeing Stream: Perform the full range of Wellbeing duties including but not limited to development and review of resident care plans, prepare, deliver and evaluate exercise and wellbeing programs, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise and coordinate with volunteers, entertainers and community groups as required. Participate in accreditation, continuous

improvement initiatives and ensure documentation is completed accurately and in a timely manner.

1.6 **Aged Care Employee Level 6 – Team Leader**

Means: an employee who holds an appropriate qualification(s) with demonstrated experience acceptable to the employer and is required to act on them and:

(a) is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for an Aged Care employee Level 5

(b) is required to work individually with minimal supervision.

Employees at Level 6 are required to exercise any/all managerial functions in relation to the operation of a significant service and comply with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows:

Level	Direct Care Stream	Qualification and Experience
ACE Level 6 (where required by organization)	Care	Certificate IV in Individual Support or equivalent where required by IRT
ACE Level 6 (where required by organization)	Wellbeing	Certificate IV in Leisure and Health or equivalent where required by IRT

Indicative tasks an employee at this level may perform are as follows.

Care Stream: An employee at this level has overall responsibility for ensuring that the care needs of the resident are met. To achieve this goal responsibilities include but are not limited to coordinating and directing resources and the development of level 1, 2, 3, 4 and 5 employees. To achieve this outcome care plans need to be developed, implemented, monitored and reassessed in accordance with organisational policies and procedures.

Employees at this level will be designated by the employer as having responsibility as a Team Leader for leading/mentoring/training and/or supervising the work of others. Responsibilities also include leading continuous improvement activities and contribute and participate in accreditation activities and assessments.

Wellbeing Stream: Perform the full range of Wellbeing duties including but not limited to development and review of resident care plans, prepare, deliver and evaluate exercise and wellbeing programs, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise and coordinate with volunteers, entertainers and community groups as required. Participate in accreditation, continuous

improvement initiatives and ensure documentation is completed accurately and in a timely manner.

Employees at this level will be designated by the employer as having responsibility as a Team Leader for leading/mentoring/training and/or supervising the work of others.

2. AGED CARE EMPLOYEES – GENERAL – CATERING / HOSPITALITY

This section includes IRT employees who are employed as chefs, catering assistants and kitchen hand/cleaners in central production kitchen, or as head chefs or head cooks on site. Roles in Hospitality include team leaders, laundry employees, food services assistants.

2.1 Aged Care Employee Level 1 – General Hospitality / Catering

Level	General – Hospitality - Catering stream	Qualification and Experience
ACE Level 1	Hospitality	No qualifications, on the job training Less than 3 months work experience in this industry
ACE Level 1	Catering	No qualifications, on the job training Less than 3 months work experience in this industry

2.2 Aged Care Employee Level 3 – General Hospitality / Catering

Level	General – Hospitality - Catering stream	Qualification and Experience
ACE Level 3	Hospitality	No qualification. Greater than 3 months work experience in this industry.
ACE Level 3B	Hospitality	May require formal qualifications such as Certificate II – Health Support Services or equivalent. Greater than 3 months work experience in this industry.
ACE Level 3	Catering	No qualification, Greater than 3 months work experience in this industry.
ACE Level 3B	Catering	May require formal qualifications at certificate level.

Level	General – Hospitality - Catering stream	Qualification and Experience
		Greater than 3 months work experience in this industry commensurate with the full range of tasks as a Level 3 Catering Assistant including the operation of complex food production equipment and systems. For Stores roles, relevant experience commensurate with the role of Stores Person including a range of tasks not limited to goods receipt, stock storage rotation and forklift operation.

Hospitality Stream Level 3: Prepare and regenerate food as per legislative requirements and IRT's food safety program. Plan, prepare and serve light refreshments under limited supervision. Ensure a sound knowledge of resident's dietary requirements including needs, likes and preferences. Responsibilities also include setting the dining room table and ensuring the dining experience is enjoyable for residents, participating in continuous improvement initiatives, engaging residents, and Next Of Kin (NOK) where relevant. Monitor resident wellbeing and escalate to the Registered Nurse as required. Ensure documentation is accurate and completed in a timely manner. Participate in accreditation and Food Authority audits.

Catering Stream: Once proficient in the role and competencies have been verified, under limited supervision perform the full range of catering tasks including food preparation and cleaning of general work area.

Catering 3B: Greater than 3 months work experience in this industry. Performs the full range of tasks as a Level 3 Catering Assistant and is responsible for operating complex food production equipment and systems, e.g. Kettle – Pump – Propac System. In the role of Stores, perform the role of Stores Person responsible for a range of tasks including but not limited to good, receipt, stock storage rotation and forklift operation.

Laundry: Ensure infection control measures are implemented and maintained as per legislative and organisation guidelines. Ensure a thorough knowledge of the equipment utilised for laundry services, following safe work procedures. Ensure documentation is accurate and completed in a timely manner. Participate in continuous improvement initiatives, engaging residents, and NOK's. Participate in accreditation audits.

2.3 Aged Care Employee Level 4 – General Hospitality / Catering

Level	General – Hospitality - Catering stream	Qualification and Experience
ACE Level 4	Hospitality	Certificate III in Hospitality

Hospitality Stream: Responsible for the planning, ordering and preparing of all meals, coordination of domestic services, scheduling of resources to ensure hospitality services are provided. Access the resident system to access information relevant to perform your duties. Compile with the IRT Food Safety Program. Responsibilities also include setting the dining room, ensuring dining experience is suitable for residents, participating in continuous improvement initiatives, engaging residents, and NOK's. Participate in accreditation and Food Authority audits.

2.4 Aged Care Employee Level 5 – General Hospitality / Catering

Level	General – Hospitality - Catering stream	Qualification and Experience
ACE Level 5	Hospitality	May require formal qualifications at trade or certificate level and/or relevant skills training or experience
Ace Level 5	Catering	May require formal qualifications at trade or certificate level. Relevant skills and experience commensurate with the role and at a level required to lead employees at a Level 1 & 3.

Hospitality Stream: Perform the full range of hospitality duties including but not limited to the planning, ordering and preparing of all meals, coordination of domestic services and scheduling of resources to ensure hospitality services are provided. Employees at this level will be designated by the employer as having responsibility for leading/mentoring/training and/or supervising the work of others. Participate in accreditation and Food Authority audits.

Catering Stream: Perform the full range of duties including but not limited to ACE Level 1, 3 Kitchen Hand and Cleaners. Responsible for leading, mentoring, supervising and providing training to ACE Level 1, 3 Kitchen Hands and, or Cleaners.

2.5 Aged Care Employee Level 6 – General Hospitality / Catering

Level	General – Hospitality - Catering stream	Qualification and Experience
ACE Level 6	Hospitality (most senior Food Services employee)	Trade qualification (Senior Cook / Chef).
ACE Level 6	Catering	Trade qualification (Senior Cook / Chef).

Catering Stream: Perform the full range of duties consistent with a Senior Chef classification and have demonstrated experience in large scale food production including the responsibility for coordinating and performance of a large section of operations including managing employees at ACE Levels 1, 2, 3, 4 and 5.

2.6 Aged Care Employee Level 7 – General Catering

Level	General – Hospitality - Catering stream	Qualification and Experience
ACE Level 7	Catering	Formal qualifications at post trade or advanced cert or associate diploma level

Catering Stream: Is responsible for managing multiple sections, and may be responsible for managing ACE Levels, 1,3 5 and 6

Qualifications: May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

3. AGED CARE EMPLOYEES GENERAL – FACILITIES MANAGEMENT – RETIREMENT VILLAGES – DRIVERS

This section includes IRT employees who are employed in maintenance roles including gardening and waste services.

3.1 Aged Care Employee Level 2 – Facilities Management – Retirement Villages - Drivers

Level	General – Facilities Management – Retirement Villages – Drivers	Qualification and Experience
ACE Level 2	Aged Care, Catering and Retirement Villages Drivers	Requisite license (less than 3 tonne)

3.2 Aged Care Employee Level 3 – Facilities Management – Retirement Villages - Drivers

Level	General – Facilities Management – Retirement Villages – Drivers	Qualification and Experience
ACE Level 3	Aged Care, Catering and Retirement Villages Drivers	Requisite licence (less than 3 tonne) and current first aid certificate.

Maintenance Stream: Undertake duties consistent with a non-qualified gardener, labourer, and general handy person, internal and external cleaner, and waste services.

3.3 Aged Care Employee Level 4 – Facilities Management – Retirement Villages - Drivers

Level	General – Facilities Management – Retirement Villages – Drivers	Qualification and Experience
ACE Level 4	Maintenance	No qualification
ACE Level 4	Aged Care, Catering and Retirement Villages Drivers	Requisite licence (3 tonne and over)
ACE Level 4	Retirement Villages	Relevant skills and experience commensurate with the role of Retirement Villages Officer.

Maintenance Stream: Maintenance handy person. Undertake basic repairs to buildings, equipment, appliances and similar items, as well as general gardening, internal and external cleaning, and waste services. This level does not require trade skills or knowledge; however, where no tradesperson is employed, an employee at this level may be required to perform occasional tasks.

Retirement Village: Stream: Perform under limited supervision the full range of Retirement Village Officer duties including but not limited to assistance with Retirement Village daily operations, supporting activity coordination, complete relevant documentation and ensure Retirement Village and site facilities are kept at a safe standard in accordance with legislative and organisational guidelines. Liaise and coordinate with volunteers, contractors and employees as required.

3.4 Aged Care Employee Level 5 – Facilities Management – Retirement Villages - Drivers

Level	General – Facilities Management – Retirement Villages – Drivers	Qualification and Experience
ACE Level 5	Maintenance	No qualification

Maintenance Stream: Responsible for a site and may be required to coordinate and direct the work of employees performing gardening or maintenance duties. Where required, coordinate and monitor routine service contracts. Undertake basic repairs to buildings, equipment, appliances and similar items, general gardening, internal and external cleaning and waste services. This level does not require trade skills or knowledge, however where no trades person is employed, an employee at this level may be required to perform occasional tasks.

3.5 Aged Care Employee Level 6 – Facilities Management – Retirement Villages - Drivers

Level	General – Facilities Management – Retirement Villages – Drivers	Qualification and Experience
ACE Level 6	Maintenance	Relevant trade qualification

Maintenance Stream: Level 6 – Tradesperson, perform all duties and responsibilities consistent with a qualified and licensed Tradesperson (e.g. Electrician, Painter, Horticulture). Responsible for a site and may be required to coordinate and direct the work of employees performing gardening or maintenance duties. Where required, coordinate and monitor routine service contracts. Undertake basic repairs to buildings, equipment, appliances and similar items, general gardening, internal and external cleaning and waste services.

3.6 Aged Care Employee Level 7 – Facilities Management – Retirement Villages - Drivers

Level	General – Facilities Management – Retirement Villages – Drivers	Qualification and Experience
ACE Level 7	Maintenance	Relevant trade qualification

Maintenance Stream: Level 7 – Tradesperson in charge of employees (Trades and ACE), perform all duties and responsibilities consistent with a qualified and licensed Tradesperson (e.g. Electrician, Painter, Horticulture). Responsible for leading a team of tradespersons and ACE level employees at a Care Centre or as part of the Central Maintenance team to ensure all maintenance objectives are achieved. Manage contractors as required. Responsible for a site and may be required to coordinate and direct the work of employees performing gardening or maintenance duties. Where required, coordinate and monitor routine service contracts. Undertake basic repairs to buildings, equipment, appliances and similar items, general gardening, internal and external cleaning and waste services.

4. NURSES AND CARE LEADERSHIP

The following employment classifications and employment streams apply to this Agreement:

Classification	Streams
Nurses and Care Leadership	**Care Leadership and Support Roles**, Roles may include: Senior Care Coordinators, Clinical Nurse Educators and Assistant Nurse Educator, Infection Prevention and Control

4.1 **Clinical Nurse Consultant (Nurses Award - RN Level 3)**

An employee at this level has considerable post registration experience and holds or is working towards, post graduate qualifications (e.g. Dementia or Palliative care), required to work within the Aged Care Industry.

Appointment is via a selection process as outlined within organisational policies and procedures.

Duties of a **Clinical Nurse Consultant** will substantially include, but are not confined to:

(a) providing leadership and role modelling, in collaboration with other Nursing leaders, particularly in the areas of action research and quality assurance programs;

(b) staff and resident/client education;

(c) staff selection, management, development and appraisal;

(d) participating in policy development and implementation;

(e) acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;

(f) delivering direct and comprehensive nursing care to a specific group of residents or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;

(g) coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of residents or clients within a practice setting; and

(h) coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

5. CLINICAL NURSE EDUCATOR (NURSES AWARD - RN LEVEL 3)

An employee at this level has considerable post registration experience and holds qualifications (e.g. Certificate IV in Training and Assessment) required to work within the Aged Care Industry.

Appointment is via a selection process as outlined within organisational policies and procedures.

The Clinical Nurse Educator shall cater for the development, implementation, delivery and evaluation of clinical nurse education programs. The Clinical Nurse Educator may also be responsible for local employee induction and orientation.

Duties of a **Clinical Nurse Educator** will substantially include, but are not confined to:

(a) providing leadership and role modelling, in collaboration with others Nursing leaders, particularly in the areas of action research;

(b) development, implementation, delivery and evaluation of staff and or resident/client education and development programs;

(c) staff selection;

(d) participating in policy development and implementation;

(e) acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and

(f) being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

6. CLINICAL NURSE SPECIALIST (INFECTION PREVENTION & CONTROL LEAD) (NURSES AWARD - RN LEVEL 3)

An employee at this level has considerable post registration experience and holds or is working towards, post graduate qualifications (e.g. Foundations of Infection Prevention and Control) required to work within the Aged Care Industry.

Appointment is via a selection process as outlined within organisational policies and procedures.

The **Clinical Nurse Specialist** duties will include but not limited to:

(a) Delivering direct and comprehensive nursing care and individual case management to a specific group of residents or clients in a particular area of nursing practice;

(b) Provide specialist education, information and advice to RNs, EENs and relevant Aged Care employees;

(c) Responsible for planning and coordinating services relating to a particular group of resident or clients in the practice setting;

(d) Act as a role model in the provision of holistic care to residents and clients

(e) Assist in the management of action research projects, participate in quality assurance programs and policy development

Note: *Roles consistent with a Clinical Nurse Specialist include an Infection Prevention and Control Lead.*

6.1 Enrolled Nurse (EN) (Division 2)

Means an enrolled nurse (registered by the Nursing and Midwifery Board of Australia) who has completed:

(a) a hospital base course of training in nursing leading to enrollment as an EN; or

(b) 3 months work experience or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or

(c) A course of training in a specified branch of nursing leading to enrollment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor

The **Enrolled Nurse** duties will include but not limited to:

(a) contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;

(b) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

(c) efficiency and sound judgment in identifying situations requiring assistance from an RN.

6.2 **Enrolled Nurse (with Notation)** means a nurse enrolled with the Board who has the following notation on their registration: "Does not hold Board-approved qualifications in administering of medications"

6.3 **Registered Nurse (RN) (Nurses Award – RN Level 1) (Division 1)**

An employee at this level is registered by the Nursing and Midwifery Board of Australia.

An employee at this level performs their duties:

(a) according to their level of competence; and

(b) under the general guidance of, or with general access to, a more competent registered nurse (RN) who provides work related support and direction.

An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

(a) delivering direct and comprehensive nursing care and individual case management to residents or clients within the practice setting;

(b) coordinating services, including those of other disciplines or agencies, to individual residents or clients within the practice setting;

(c) providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;

(d) providing support, direction and education to newer or less experienced staff, including EN's, student EN's and student nurses and Medication Qualified Care employees;

(e) accepting accountability for the employee's own standards of nursing care and service delivery; and

(f) participating in action research and policy development within the practice setting.

IRT RN Progression:

(a) RN Graduates, 1st and 2nd Year will be reclassified to RN 3rd Year following a successful performance review.

(b) New RNs 1st and 2nd Year will be paid 3rd year rate of pay following a successful performance review at 3 months and progress to RN 4th Year rate at the completion of 1976 hours.

(c) RN 4th year will progress to RN 5th Year after completion of 1976 hours.

(d) New RNs (5th Year) and IRT RNs (5th Year) will be reclassified as to align to the paid the RN 5th Year/thereafter rate of pay following a successful performance review at 3 months.

(e) IRT RN Cadets (enrolled in IRT's cadetship program), upon achieving AHPRA Registration, will be paid at the RN 3rd Year rate of pay and progress to RN 4th Year rate at the completion of 1976 hours.

6.4 **Care Coordinator (Nurses Award – RN Level 3)**

An employee at this level has considerable post registration experience and/or, post graduate qualifications.

Appointment is via a selection process as outlined within organisational policies and procedures.

The **Care Coordinator** duties will include but not limited to:

(a) Providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Clinical Nurse Educator, particularly in the areas of action research and quality assurance programs;

(b) Staff selection and education;

(c) Provide clinical oversight for residents to ensure care and services are delivered in accordance with care needs and standards of care;

(d) Allocation and rostering of staff;

(e) Occupational health and safety;

(f) Participating in policy development and implementation;

(g) Acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);

(h) Assist with the management and material resources within a specified span of control, including the development and evaluation of staffing methodologies.

6.5 **Senior Care Coordinator (Nurses Award - RN Level 4)**

An employee at this level has relevant post graduate qualifications and considerable post registration experience.

Appointment is via a selection process as outlined within organisational policies and procedures.

The **Senior Care Coordinator** duties will include but not limited to:

(a) Providing leadership and role modelling to staff within the Residential Aged Care Facility

(b) Accountable for the establishment, implementation and evaluation of systems to ensure high quality nursing care is delivered to residents and clients

(c) Accountable for the development, implementation and evaluation of patterns of care for residents and clients

(d) Responsible for the clinical operational planning and appropriate standards through quality assurance programs for residents within the Residential Aged Care Facility

(e) Contribute to the development of nursing health policy for the delivery of quality nursing care

(f) Participate as a member of the local leadership team

6.6 **Residential Manager (Nurses Award - RN Level 5 – Director of Nursing)**

An employee at this level has considerable post registration experience and holds any other qualification required for working in the Aged Care Industry.

Appointment is via a selection process as outlined within organisational policies and procedures.

The **Residential Manager** duties will include but not limited to:

(a) Responsible for the management and standards of nursing care delivered within the Residential Aged Care Facility

(b) Accountable for the establishment, implementation and evaluation of systems, policy and adherence to legislation to ensure high quality nursing care is delivered to residents

(c) Responsible for the clinical operational planning and delivery of quality assurance programs for residents within the Residential Aged Care Facility

(d) Contribute to the development and review of nursing health policy for the delivery of quality nursing care

(e) Ensuring nursing services meet the changing needs of residents and clients through proper strategic planning

(f) Responsible for leading, managing and developing the workforce to ensure a high standard of care is provided to all residents within the Residential Aged Care Facility.

(g) Managing the budget of the Care Centre

(h) Responsible and accountable for the clinical management of the Residential Aged Care Facility.

(i) Participate as a member of the local leadership team

7. HOME CARE EMPLOYEE

This section includes IRT employees who are employed as Home Care Employees.

A Home Care Employee is employed to work independently and provide individual support services to IRT Home Care customers in their home and also within their communities. Employees at all levels work within established guidelines including compliance with relevant documentation and reporting, policies and procedures.

All Home Care Employees:

(a) Will be required to attend workplace meetings and mandatory education. Such time will be paid in accordance with the provisions set in this Agreement.

(b) May be required to use an IRT vehicle.

(c) Will be required to hold and maintain a driver's licence as per state and territory legislation.

(d) Are required to hold a current First Aid Certificate and complete Cardiopulmonary Resuscitation (CPR) annual competency.

7.1 Home Care Employee Level 1 and 1B - Introductory

Means an employee with less than 3 months work experience in this industry.

Instruction and assistance will be readily available from experienced members of the Home Care team.

An Employee at this level and in accordance with the customer's service/care plan will be employed to perform the following scope of duties:

(a) General household cleaning,

(b) Shopping,

(c) Light meal preparation,

(d) Providing transport to customers

(e) Respite services

An Employee at this level may be required to engage in non-complex personal care duties if they hold a Certificate III in individual support or equivalent qualification (with less than the required industry experience).

Added Level	Home Care Stream	Qualification and Experience
HCE Level 1	Home Care	Less than 3 months work experience in this industry. An Employee in this level will commence on-the-job training including the IRT induction course.
HCE Level 1B	Home Care	Relevant Certificate III. Less than 3 months work experience in this industry. An Employee in this level will continue on-the-job training including the IRT induction Course

Progression to HCE Level 2: To progress to the classification of Home Care Employee Grade 2, the following must be satisfied:

(a) The employee has completed 3 months of employment.

(b) Payment of the new classification will be effective the first full pay period on or after the date of the increase or change.

7.2 Home Care Employee Level 2 – Home Carer

Means an employee who has 3 months work experience in the industry or can demonstrate relevant prior industry experience acceptable to the employer, which enables the employee to work effectively at this level.

Level	Home Care Stream	Qualification and Experience
HCE Level 2	Home Care	Greater than 3 months work experience in this industry.

Progression: To progress to the classification of Home Care employee Level 3, the following must be satisfied:

(a) Completed the relevant Certificate III in Individual Support or equivalent.

7.3 Home Care Employee Level 3 – Qualified

Means an employee with relevant industry experience and qualifications required for this level.

In addition to the scope of duties outlined in Home Care Level 1 and 2 an employee at this level, in accordance with the customer's service/care plan may perform the following:

(a) Providing the full range of personal care services

(b) May be required to assist Home Care Level 1 or 2 employees with the supervision of their work (during buddy shifts for example).

Level	Home Care Stream	Qualification and Experience
HCE Level 3	Home Care	Greater than 3 months work experience in this industry. Employees at this level possess a relevant Certificate III in Individual Support or equivalent.

Progression: To progress to the classification of Home Care employee Level 4, the following must be satisfied:

(a) Possess a relevant Certificate III in Individual Support or equivalent and;

(b) Must undertake the accredited Medication Assistance elective unit of training. This includes a "Medication Skill Set" as defined by IRT (HLTAP301B Recognise Healthy Body Systems, CHCCS305B Assist Clients with Medication) or;

(c) Complete 4 years of experience classified as a Level 3 after 1 January 2025.

7.4 Home Care Employee Level 4 – Senior

Means an employee who holds an appropriate qualification(s) with demonstrated experience acceptable to the employer and is required to act on them and:

(a) Indicative tasks an employee at this level may perform include all the tasks of a Home Care Level 1, 2 or 3 employee.

(b) May be required to assist Home Care Level 1, 2 or 3 employees with the supervision of their work (during buddy shifts for example).

(c) Employees at Level 4 who hold the relevant accredited medication qualification will be also required to assist and support customers with medication management.

Level	Home Care Stream	Qualification and Experience
HCE Level 4	Home Care	Relevant Certificate III in Individual Support or equivalent, and 4 years of experience classified as a Level 3 after 1 January 2025.

Level	Home Care Stream	Qualification and Experience
HCE Level 4B	Home Care	Relevant Certificate III in Individual Support or equivalent, and relevant accredited medication qualification and competency assessment.

Employees at this level possess a relevant Certificate III qualification and can demonstrate relevant skills and abilities and have had these verified by the Home Residential Manager or delegated officer.

Employees must have completed the accredited Medication Assistance elective units of training (HLTAP301B Recognise Healthy Body Systems, CHCCS305B Assist Clients with Medication). employees are also required to participate in an annual non-accredited medication competency assessment facilitated by IRT.

Employees responsible for assisting a customer with insulin dependency, are required to have successfully completed the accredited medication assistance elective units and the IRT non-accredited training course: Contribute to the Care of People with Diabetes.

7.5 Home Care Employee Level 5 - Specialist

Means an employee who holds an appropriate qualification(s) with demonstrated experience acceptable to the employer and is required to act on them and:

(a) Indicative tasks an employee at this level may perform include all the tasks of a Home Care Level 1, 2, 3, 4 or 4B employee.

(b) May be required to assist Home Care Level 1, 2, 3, 4 or 4B employees with the supervision of their work (during buddy shifts or skills audits for example) or support with administration duties and Work Health and Safety engagement initiatives.

(c) Employees at Level 5 will be also required to assist and support customers with medication management.

Level	Home Care Stream	Qualification and Experience
HCE Level 5 (where required by organisation)	Home Care	Relevant Certificate IV in Ageing Support or equivalent and the accredited Medications qualification and competency assessment

Employees at this level possess a relevant Certificate IV qualification and can demonstrate relevant skills and abilities and have had these verified by the Home Residential Manager or delegated officer.

7.6 Home Care Employee Level 6 – Team Leader

Means an employee who holds an appropriate qualification(s) with demonstrated experience acceptable to the employer and is required to act on them and:

(a) May be designated by the employer as having responsibility for leading/mentoring/training and/or supervising the work of others.

(b) May be responsible for leading a team within a region and required to exercise any/all managerial functions in relation to the operation of a significant service and comply with documentation requirements as determined by the employer.

Level	Home Care Stream	Qualification and Experience
HCE Level 6 (where required by organisation)	Home Care	Relevant Certificate IV in Ageing Support or equivalent and the accredited Medications qualification and competency assessment

Employees at this level possess a relevant Certificate IV in Ageing Support or equivalent qualification and can demonstrate relevant skills and abilities and have had these verified by the Home Residential Manager or delegated officer.

8. SOCIAL WELFARE OFFICER

Undertaking 24: With respect to any Social Welfare Worker Level 1 working in the Australian Capital Territory, IRT will pay such an employee a base rate of pay the higher of either: (a) (a) the applicable rate of pay set out in Schedule B of the Agreement OR (b) (b) the applicable rate of pay for the classification of Community Services Worker, Level 2, Pay Point 4 under the pre-reform Social and Community Services (ACT) Award 1995 plus 2%

8.1 Social Welfare Officer Level 1

Social Welfare Officer Level 1 (previous Grade 2, Yr 4) means a person who is employed to perform duties of a varied and responsible nature which may include service delivery on an individual, group or community basis. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee.

The person must hold an approved and relevant post-secondary qualification e.g. Certificate III, Certificate IV.

8.2 Social Welfare Officer Level 2

Social Welfare Officer Level 2 (previous Grade 3, Yr 5) means an employee who performs more varied complex and responsible work than a Level 1. This may include service delivery on an individual, group or community basis. Such employee may be required to exercise initiative and independent judgement, undertake complex counselling, may include

coordination and case responsibility, but will be under the general supervision of another employee.

The person must hold an approved and relevant post-secondary qualification e.g. Certificate III, Certificate IV or a Diploma.

8.3 Social Welfare Officer Level 3

Social Welfare Officer Level 3 (previous Grade 4, Yr 4) means an employee who performs more varied, complex and responsible work than a Level 2. This may include service delivery on an individual, group or community basis. Such employees may be required to exercise substantial initiative and responsibility in relation to service delivery and have an extensive knowledge of social and community welfare services. The person may be subject only to general supervision and not generally receive instruction from another employee. Such duties may include case management responsibility for customers, coordination of a service, specialised judgement within prescribed areas, contribution to policy development, supervision of other workers, and/or complex counselling.

The person must hold an approved and relevant tertiary qualification e.g. Diploma or Degree.

9. ADMINISTRATION SUPPORT EMPLOYEES

This section includes IRT employees who are employed in a range of administration roles.

Grades: All employees shall be graded in one of the following grades and informed accordingly in writing of appointment to the position held by the employee and subsequent graded positions.

An employee shall be graded in the grade where the principal function of their employment, as determined by the employer, is of a clerical nature.

9.1 Administration Employee Junior – Under the age of 21

Grade	Age
Grade 1	Under the age of 17
Grade 2	Aged 17
Grade 3	Aged 18
Grade 4	Aged 19
Grade 5	Aged 20

9.2 **Administration Employee – Grade 1**

(a) The employee may work under **direct supervision** with regular checking of progress.

(b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

(c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

(d) Indicative tasks an employee at this level may perform are as follows:

Tasks	
Information Handling:	Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents using manual and electronic systems
Communication:	Receive and relay verbal and written messages; complete organisational forms and associated documentation; ensure effective communication through verbal and electronic means.
Enterprise:	Identify key functions and personnel; apply office procedures.
Technology:	Operate office equipment and information technology systems and software appropriate to the tasks to be completed; open, retrieve, copy and close data files. Use communication software such as Windows, Outlook, Word and Excel.
Organisational:	Plan and organise a personal daily work routine.
Customer Service:	Ensure high level customer service, aligned to IRT's Customer Service Charter and Values.
Team:	Complete allocated tasks.
Legislation, Policy & Procedure:	Understand and adhere to relevant legislation and organisational policies and procedures.
Business Financial:	Record petty cash transactions; prepare banking documents; prepare business source documents.

9.3 **Administration Employee – Grade 2**

(a) The employee may work under **routine supervision** with intermittent checking.

(b) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.

(c) Work will be performed within established routines, methods and procedures, which involve the exercise of some **discretion and minor decision making**.

(d) Indicative tasks an employee at this level may perform are as follows:

Tasks	
Information Handling:	Update and modify existing manual and electronic organisational records and forms; remove or archive inactive files in line with records management guidelines.
Communication:	Respond to incoming telephone calls; make telephone calls; draft simple correspondence. Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence consistent with the classification.
Enterprise:	Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.
Technology:	Operate office equipment and information technology systems and software appropriate to the tasks to be completed; open, retrieve, copy and close data files. Use communication software such as Windows, Outlook, Word and Excel.
Organisational:	Organise own work schedule; know roles and functions of other employees.
Customer Service:	Ensure high level customer service, aligned to IRT's Customer Service Charter and Values.
Team:	Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.
Legislation, Policy & Procedure:	Understand and adhere to relevant legislation and organisational policies and procedures.
Business Financial:	Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

9.4 Administration Employee – Grade 3

(a) The employee may work under **limited supervision** with checking related to overall progress.

(b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.

(c) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

(d) Indicative tasks an employee at this level may perform are as follows:

Tasks	
Information Handling:	Update and modify existing manual and electronic organisational records and forms; remove or archive inactive files in line with records management guidelines and **coordinate employee rostering systems**
Communication:	Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence consistent with the classification and handle sensitive and confidential matters with tact and discretion.
Enterprise:	Clarify specific needs of customer/other employees; provide information and advice; follow-up on customer/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.
Technology:	Utilise organisational software and databases to contribute to operational activities (e.g. **time and attendance system**, records management system, customer service database); maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.
Organisational:	Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.
Customer Service:	Ensure high level customer service, aligned to IRT's Customer Service Charter and Values.
Team:	Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.
Legislation, Policy & Procedure:	Understand and adhere to relevant legislation and organisational policies and procedures.
Business Financial:	Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; process payroll data, maintain stock control records.

9.5 Administration Employee – Grade 4

The employee may be required to **work without supervision**, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

(a) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

(b) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

(c) Indicative tasks an employee at this level may perform are as follows:

Tasks	
Information Handling:	Categorise files; ensure efficient distribution of files and records; maintain security of manual and electronic filing system and forms; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation. Adhere to organisational records management guidelines.
Communication:	Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence and reports consistent with the classification and handle sensitive and confidential matters with tact and discretion.
Enterprise:	Provide information on current service provision and resource allocation within area of responsibility; identify trends in customer requirements.
Technology:	Utilise organisational software and databases to contribute to operational activities (e.g. **time and attendance system**, records management system, customer service database). Contribute to business objectives and project completion through use and understanding of software and technology.
Organisational:	Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.
Customer Service:	Ensure high level customer service, aligned to IRT's Customer Service Charter and Values.
Team:	Plan work for the team; allocate tasks to members of the team; provide training for team members.
Legislation, Policy & Procedure:	Understand, adhere and provide advice within delegated authority on relevant legislation and organisational policies and procedures.
Business Financial:	Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.
Qualification / Experience:	A position at this level may require a post-secondary qualification and or demonstrated experience

9.6 **Administration Employee – Grade 5**

(a) The employee may be supervised by professional employees and may be responsible for the planning and management of the work of others.

(b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.

(c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

(d) Indicative tasks an employee at this level may perform are as follows:

Tasks	
Information Handling:	Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation. Adhere to organisational records management guidelines and coordinate employee rostering systems.
Communication:	Obtain data from external sources; produce reports; identify need for documents and/or research. Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence and reports consistent with the classification and handle sensitive and confidential matters with tact and discretion.
Enterprise:	Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation
Technology:	Establish and maintain a small network; utilise organisational software and databases to contribute to operational **activities (e.g. time and attendance** system, records management system, customer service database). Contribute to business objectives and project completion through use and understanding of software and technology.
Organisational:	Organise meetings; plan and organise conference.
Customer Service:	Ensure high level customer service, aligned to IRT's Customer Service Charter and Values.
Team:	Draft job vacancy advertisement; assist in the selection of employees; plan and allocate work for the team; monitor team performance; organise training for team.
Legislation, Policy & Procedure:	Understand, adhere and provide advice within delegated authority on relevant legislation and organisational policies and procedures.

Tasks	
Business Financial:	Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.
Qualification / Experience:	A position at this level may require a post-secondary qualification and or demonstrated experience. Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above. Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

10. AGED CARE TRAINEES

This section includes IRT employees who are employed under an employment-based training program in Aged Care while attending training with a Registered Training Organisation (RTO). The following employment classifications determined by highest year of schooling attended completed, apply to this Agreement.

10.1 Aged Care Trainees – Year 10 School Leaver

Year 10 School Leaver
Year 10 plus 1 year out of school
Year 10 plus 2 years out of school
Year 10 plus 3 years out of school
Year 10 plus 4 years out of school
Year 10 plus 5 years out of school

10.2 Aged Care Trainees – Year 11 School Leaver

Year 11 School Leaver
Year 11 plus 1 year out of school
Year 11 plus 2 years out of school
Year 11 plus 3 years out of school
Year 11 plus 4 years out of school

10.3 Aged Care Trainees – Year 12 School Leaver

Year 12 School Leaver
Year 12 plus 1 year out of school
Year 12 plus 2 years out of school
Year 12 plus 3 years or more out of school

11. APPRENTICES & SCHOOL BASED TRAINEES

(a) Apprentice means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

(b) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.

(c) Adult apprentices are apprentices who are aged 21 years and over at the time of commencing their apprenticeship.

This section includes IRT employees who are employed under an apprenticeship program, which combines practical work experience with formal training through a Registered Training Organisation (RTO).

Apprenticeships are a fixed term, with employment contracts typically lasting up to four years. Upon successful completion of an apprenticeship, apprentices receive a nationally recognised qualification.

Apprenticeships are paid employment, with the following employment classifications determined by highest year of schooling attended completed, apply to this Agreement.

11.1 Cooking Apprentice – Under 21

1st year (under age 21)
2nd year (under age 21)
3rd year (under age 21)

11.2 Adult Cooking Apprentice – Over 21

1st year (over age 21)
2nd year (over age 21)
3rd year (over age 21)

11.3 Adult Apprentice Gardener and Painter – Over 21

1st year (over age 21)
2nd year (over age 21)
3rd year (over age 21)
4th year (over age 21)

11.4 School Based Trainee

Means a student undertaking a School based apprenticeships and traineeships (SBATs) which provides students with the opportunity to attain a nationally recognised Vocational Education and Training (VET) qualification and their Higher School Certificate (HSC) while gaining valuable work skills and experience through paid employment with IRT

SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES

Table 1 - Rates of Pay

Rates will increase by 3% per year for the life of the agreement, or 1.5% above the applicable award rate (whichever is higher).

Rates detailed in the following tables are indicative only and based on a projected 3% increase. If, at any anniversary date, the applicable Award rate for a classification plus 1.5% results in a higher rate than the projected 3%, the higher rate will apply. The 3% increase for the following year would then apply to the rate that was actually payable at the previous anniversary.

Note: FFPP – First Full Pay Period

1. AGED CARE EMPLOYEES DIRECT	**As at 13/10/2025**	**From ratification of EA 2026**	**From the FFPP July 2027 (3% uplift from 2026 rates)"**	**From the FFPP July 2028 (3% uplift from 2027 rates)**
ACE – Level 1 – Introductory	$31.13	$32.54	$33.52	$34.52
ACE – Level 1B – Introductory and Qualified	$34.59	$36.16	$37.25	$38.36
ACE – Level 2	$32.86	$34.35	$35.38	$36.44
ACE – Level 3 – Qualified	$34.59	$36.16	$37.24	$38.36
ACE – Level 4	$35.97	$37.61	$38.73	$39.90
ACE – Level 4B	$36.35	$38.00	$39.14	$40.32
ACE – Level 5 – Specialist	$37.98	$39.12	$40.29	$41.50
ACE Level 5A	$38.90	$40.07	$41.27	$42.51
ACE – Level 6	$40.81	$42.03	$43.30	$44.59

2. AGED CARE EMPLOYEES – GENERAL – CATERING – HOSPITALITY	**As at 13/10/2025**	**From ratification of EA 2026**	**From the FFPP July 2027 (3% uplift from 2026 rates)"**	**From the FFPP July 2028 (3% uplift from 2027 rates)**
ACE General – Catering – Hospitality – Level 1A	$26.82	$27.71	$28.55	$29.40

2. AGED CARE EMPLOYEES – GENERAL – CATERING – HOSPITALITY	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
ACE General – Catering – Hospitality – Level 3	$29.30	$30.18	$31.08	$32.02
ACE General – Catering – Hospitality – Level 3B	$30.30	$31.21	$32.15	$33.11
ACE General – Catering – Hospitality – Level 4	$32.19	$33.16	$34.15	$35.17
ACE General – Catering – Hospitality – Level 5	$34.55	$35.59	$36.65	$37.75
ACE General – Catering – Hospitality – Level 6	$35.42	$36.48	$37.58	$38.70
ACE General – Catering – Hospitality – Level 7	$36.46	$37.55	$38.68	$39.84

3. AGED CARE EMPLOYEES – GENERAL – FACILITIES MANAGEMENT – RETIREMENT VILLAGES – DRIVERS	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
ACE General – Maintenance Level 2	$28.97	$29.84	$30.73	$31.66
ACE General – Maintenance Level 3	$29.30	$30.18	$31.08	$32.02
ACE General – Maintenance Level 4	$29.88	$30.78	$31.70	$32.65
ACE General – Maintenance Level 5	$34.55	$35.95	$36.65	$37.75
ACE General – Maintenance Level 6	$35.42	$36.48	$37.58	$38.70

3. AGED CARE EMPLOYEES – GENERAL – FACILITIES MANAGEMENT – RETIREMENT VILLAGES – DRIVERS	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
ACE General – Maintenance Level 7	$37.37	$38.49	$39.65	$40.84

4. NURSES AND CARE LEADERSHIP	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Clinical Nurse Consultant	$62.80	$64.68	$66.62	$68.62
Clinical Nurse Educator	$62.76	$64.64	$66.58	$68.58
Clinical Nurse Specialist	$58.76	$60.52	$62.34	$64.21
Care Coordinator	$55.88	$57.56	$59.28	$61.06
Registered Nurse				
RN 1st Year	$43.75	$45.06	$46.41	$47.81
RN 2nd Year	$46.55	$47.95	$49.38	$50.87
RN 3rd Year	$50.80	$52.32	$53.89	$55.51
RN 4th Year	$53.32	$54.92	$56.57	$58.26
RN 5th Year and thereafter	$55.88	$57.56	$59.28	$61.06
Enrolled Nurse	$40.81	$42.03	$43.30	$44.59
Senior Care Coordinator				
21 - 75 Beds	$67.26	$69.28	$71.36	$73.50
76 – 100 Beds	$69.02	$71.09	$73.22	$75.42
101 – 150 Beds	$70.34	$72.45	$74.62	$76.86
151 – 200 Beds	$72.16	$74.32	$76.55	$78.85

4. NURSES AND CARE LEADERSHIP	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
201 – 250 Beds	$74.29	$76.52	$78.81	$81.18
251 – 350 Beds	$76.74	$79.04	$81.41	$83.86
351 – 450 Beds	$79.18	$81.56	$84.00	$86.52
451 – 750 Beds	$81.75	$84.20	$86.73	$89.33
750 Beds >	$84.61	$87.15	$89.76	$92.46

4. NURSES AND CARE LEADERSHIP	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Residential Manager				
25 Beds <	$79.71	$82.10	$84.56	$87.10
25 – 50 Beds	$79.71	$82.10	$84.56	$87.10
51 – 75 Beds	$81.74	$84.19	$86.72	$89.32
76 – 100 Beds	$83.83	$86.34	$88.94	$91.60
101 – 150 Beds	$85.96	$88.54	$91.19	$93.93
151 – 200 Beds	$88.16	$90.80	$93.53	$96.33
201 – 250 Beds	$90.40	$93.11	$95.91	$98.78
251 – 350 Beds	$92.71	$95.49	$98.36	$101.31
351 – 450 Beds	$96.47	$99.36	$102.35	$105.42
451 – 750 Beds	$101.45	$104.49	$107.63	$110.86
750 Beds >	$107.09	$110.30	$113.61	$117.02

5. HOME CARE EMPLOYEE	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
HCE Level 1	$31.21	$32.54	$33.52	$34.52
HCE Level 1B Introductory and Qualified	$34.59	$36.16	$37.25	$38.37
HCE Level 2	$32.95	$34.35	$35.38	$36.44
HCE Level 3	$34.59	$36.16	$37.25	$38.37
HCE Level 4	$36.43	$37.60	$38.73	$39.89
HCE Level 4B	$37.05	$38.16	$39.31	$40.49
HCE Level 5	$38.13	$39.27	$40.45	$41.67
HCE Level 6	$38.75	$40.50	$41.71	$42.96

6. SOCIAL WELFARE OFFICER	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Social Welfare Officer Level 1	$33.03	$34.02	$35.04	$36.09
Social Welfare Officer Level 2	$38.98	$40.15	$41.35	$42.59
Social Welfare Officer Level 3	$43.44	$44.74	$46.09	$47.47

7. ADMINISTRATION AND SUPPORT EMPLOYEES	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Administrative and Support Employees - Junior				
Under 17	$15.13	$15.58	$16.05	$16.53

7. ADMINISTRATION AND SUPPORT EMPLOYEES	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
17 Years	$17.38	$17.90	$18.44	$18.99
18 Years	$20.27	$20.88	$21.50	$22.15
19 Years	$23.16	$23.85	$24.57	$25.31
20 Years	$29.59	$30.48	$31.39	$32.33
Administrative and Support Employees – Adult				
Grade 1	$29.59	$30.48	$31.39	$32.33
Grade 2	$31.30	$32.24	$33.21	$34.20
Grade 3	$33.08	$34.07	$35.09	$36.15
Grade 4	$34.07	$35.09	$36.14	$37.23
Grade 5	$35.98	$37.06	$38.17	$39.32

8. AGED CARE TRAINEES	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Year 10 School Leaver	$22.55	$23.23	$23.92	$24.64
Year 10 School Leaver	$22.55	$23.23	$23.92	$24.64
Year 10 plus 1 year out of school	$22.55	$23.23	$23.92	$24.64
Year 10 plus 2 years out of school	$22.55	$23.23	$23.92	$24.64
Year 10 plus 3 years out of school	$22.55	$23.23	$23.92	$24.64

8. AGED CARE TRAINEES	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Year 10 plus 4 years out of school	$24.63	$25.37	$26.13	$26.91
Year 10 plus 5 years out of school	$28.20	$29.05	$29.92	$30.81
Year 11 School Leaver				
Year 11 School Leaver	$22.55	$23.23	$23.92	$24.64
Year 11 plus 1 year out of school	$22.55	$23.23	$23.92	$24.64
Year 11 plus 2 years out of school	$22.55	$23.23	$23.92	$24.64
Year 11 plus 3 years out of school	$24.63	$25.37	$26.13	$26.91
Year 11 plus 4 years out of school	$28.20	$29.05	$29.92	$30.81
Year 12 School Leaver				
Year 12 School Leaver	$22.55	$23.23	$23.92	$24.64
Year 12 plus 1 year out of school	$22.55	$23.23	$23.92	$24.64
Year 12 plus 2 years out of school	$24.63	$25.37	$26.13	$26.91
Year 12 plus 3 years out of school	$28.20	$29.05	$29.92	$30.81

9. APPRENTICES & SCHOOL BASED TRAINEES	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Cooking Apprentice Under 21				

9. APPRENTICES & SCHOOL BASED TRAINEES	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
1st Year	$16.45	$16.94	$17.45	$17.98
2nd Year	$19.43	$20.01	$20.61	$21.23
3rd Year	$23.91	$24.63	$25.37	$26.13
Adult Cooking Apprentice – Over 21				
1st Year	$23.91	$24.63	$25.37	$26.13
2nd Year	$27.35	$28.17	$29.02	$29.89
3rd Year	$28.56	$29.42	$30.30	$31.21
Apprentice Gardener & Painter – Under 21				
1st Year	$16.45	$16.94	$17.45	$17.98
2nd Year	$19.43	$20.01	$20.61	$21.23
3rd Year	$22.41	$23.08	$23.77	$24.49
4th Year	$28.40	$29.25	$30.13	$31.03
Adult Apprentice Gardener & Painter				
1st Year	$23.91	$24.63	$25.37	$26.13
2nd Year	$27.35	$28.17	$29.02	$29.89
3rd Year	$27.35	$28.17	$29.02	$29.89
4th Year	$28.40	$29.25	$30.13	$31.03
School Based Apprentices and Trainees				
Year 11	$14.29	$14.72	$15.16	$15.62

9. APPRENTICES & SCHOOL BASED TRAINEES	As at 13/10/2025	From ratification of EA 2026	From the FFPP July 2027 (3% uplift from 2026 rates)"	From the FFPP July 2028 (3% uplift from 2027 rates)
Year 12	$16.20	$16.69	$17.19	$17.70

Table 2 - Other Rates and Allowances

Brief Description	Life of 2026 EA Amended to align with relevant Modern Award changes when relevant
Broken Shift – one occasion – Home Care	$20.82
Broken Shift – two occasions – Home Care	$27.63
Broken Shift – Aged Care	0.5 x hourly rate
Overtime - Breakfast	$16.35
Overtime – Luncheon	$21.14
Overtime - Evening Meal	$30.85
In charge Shift allowance - RN working in a residential aged care facility less than 100 beds	$30.91
In charge Shift allowance - RN working in a residential aged care facility, 100 beds or more	$49.80
On call	$38.05
On call during meal break	$13.57
Continuing education allowance: RN (28.5 g)	$23.60
Continuing education allowance: RN (28.5 h)	$39.31
Continuing education allowance: RN (28.5 i)	$47.17
Continuing education allowance: EN (28.5 j)	$15.72
Fire Safety Officer - less than 100 beds - per week	$21.40
Fire Safety Officer - more than 100 beds per week	$47.72

Table 3 - Vehicle Allowance

Vehicle Allowance – travel allowance	0.99 cents /kilometre

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2026/1737

Applicant:

Illawarra Retirement Trust t/as IRT

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sam McFarlane, Executive General Manager – Strategy, have the authority given to me by Illawarra Retirement Trust t/as IRT (ACN 000 726 536) to give the following undertakings with respect to the IRT Enterprise Agreement 2026 (**Agreement**):

1. In addition to the entitlements applying under clause 48.1, in which applies to all employees including apprentices, clause 18.5 of the Agreement is amended by inserting the following subclauses (d) to (f) after subclause 18.5(c):

    "(d) Where an Apprentice is required to attend block release training associated with their training contract which requires an overnight stay, IRT will reimburse the apprentice for reasonable travel in excess of those incurred in travelling to and from work, accommodation and meal costs incurred in attending the training.

    (e) IRT will pay or reimburse prescribed RTO training fees and prescribed textbook costs associated with the apprenticeship within six months of the commencement of the apprenticeship, or three months of the commencement of the training provided by the RTO (whichever is later), unless there is unsatisfactory progress.

    (f) An Apprentice will be released from work without loss of pay or continuity of employment to attend training or assessment associated with their training contract, and time spent attending such training or assessment will be treated as time worked."

2. Clause 19.1(a) of the Agreement is amended by inserting the following sentence after the first sentence:

    "From the first full pay period commencing on or after this Agreement commences operation, each Employee will be paid a base rate of pay that is no less than the higher of:

    (i) the applicable classification rate increased by 3% from the Employee's rate of pay immediately before the operation of this Agreement; or

    (ii) 1.5% above the applicable minimum rate prescribed by the relevant Award for the Employee's classification applying at the time of commencement of this Agreement."

3. Clause 23.1(a) of the Agreement is amended by deleting the last sentence in its entirety and replacing it at follows:

    "Provided that, by agreement of an individual Employee, an Employee (other than an Aged Care or Home Care employee) who works shifts of six hours or less may forfeit the meal break."

4. Clause 23.1 of the Agreement is amended by inserting a new subparagraph (g) to read as follows:

> "(g) Where an Aged Care Employee is required to remain available to attend to duty during their meal break, instead of being paid the On Call During Meal allowance, as prescribed in Schedule B, the Employee shall be paid at overtime rates for all time worked from the commencement that meal break until such time that a meal break, free from duty, is taken by the employee or the employee's shift ends (whichever comes first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time."

5. Clause 23.1 of the Agreement is amended by inserting two new subclauses to read as follows:

> "(h) A Home Care employee recalled to work overtime after leaving the IRT's or the client's premises and is required to work for more than 4 hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours' overtime, which shall be counted as time worked.
>
> (i) An employee, who would otherwise be covered by the Health Professionals and Services Award 2010, working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue work after the break."

6. Clause 24.7 of the Agreement is amended by inserting a new subparagraph (f) to read as follows:

> "(f) Any agreement to the employee taking time off instead of being paid for overtime must be agreed in writing, specifying:
>
> (i) the number of overtime hours to which the agreement applies and when those hours were worked;
>
> (ii) the employee may take time off instead of being paid for overtime; and
>
> (iii) that, if the employee requests at any time, IRT must pay the employee by the next pay period any accrued but untaken time off in lieu at the applicable overtime rate."

7. Clause 24.3 of the Agreement is amended by inserting a new subclause (c) to read as follows:

> "(c) for all time performed beyond a span of 12 hours for a broken shift shall be paid at 225% of the hourly rate."

8. Clause 24.4 of the Agreement is amended by inserting a new subclause (c) to read as follows:

> "(c) If the Employee, as referred to in subclause 24.4(b), is an Employee who would otherwise be underpinned by the Health Professional and Support Services Award 2010, shall be paid at double time instead of overtime rates."

9. Clause 25.6 of the Agreement is amended by inserting a third row within the table as follows:

Day	Part-time or Full-time employee penalty rate	Casual employee penalty rate (inclusive of 25% casual loading)
Saturday	150%	187.5%
Sunday	175%	219%
Sunday (Home Care)	200%	225%

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 17 – 8 - 26