

# Award Comparison – Aged Care Award 2010

Enterprise Agreement Negotiations 2026

June 2026

## Purpose

This document is provided to explain any material differences between the terms of the Aged Care Award 2010 that have been varied since the existing IRT Enterprise Agreement 2018 came into effect, against the terms of the proposed IRT Enterprise Agreement 2026. The table on the following page identifies the difference and explains its practical effect for employees.

Note: This document does not include variations made to the Award in respect to classification titles (other than where specifically discussed below) or the dollar figure amount updated for rates of pay or any allowances. These are addressed separately in the materials provided to employees during the access period.

## Employees covered by the Aged Care Award 2010

This document applies to the following employees who would ordinarily be covered under the Aged Care Award 2010:

- ACE Employees Levels 1 to 6;
- ACE General – Catering – Hospitality Employees Levels 1A to 7;
- ACE General – Maintenance Employees Levels 2 to 7;
- Administrative and Support Employees;
- Cooking Apprentices; and
- Gardener & Painter Apprentices.

## Further information

- A copy of the Aged Care Award 2010 can be accessed at the following link: [Aged Care Award 2010 \[MA000018\]](#)
- A copy of the National Employment Standards can be found at this link: [National Employment Standards](#)

## Questions

If you have any questions about the Award comparison table on the next page, or about the EA in general, you can speak to your manager, People and Culture Business Partner, or use the EA hotline or email address:

- The hotline number, which is for EA enquiries only, will be answered by one of our People and Culture Business Partners, and is as follows: **1800 965 055**
- The email address is: [itsyourEA@irt.org.au](mailto:itsyourEA@irt.org.au).

# Aged Care Award 2010

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| <p><b>19.2 Casual Employee</b></p> <p>(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 of this Agreement plus a casual loading of 25%.</p> <p>...</p> <p><b>20.1 Arrangements of Hours</b></p> <p>(a) The ordinary hours of work, exclusive of mealtimes, shall not exceed an average of 38 hours per week.</p>   | <p><b>10.4 Casual employees</b></p> <p>(a) A casual employee may work up to and including 38 ordinary hours per week.</p> <p>(b) A casual employee will be paid per ordinary hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.</p>                                       | <p>While the Proposed Agreement does not provide a specific clause regarding the maximum weekly hours of casual employees, there is a general term at clause 20.1(a) providing that hours of work are not to exceed an average of 38 hours per week.</p> <p>The Proposed Agreement expresses rates of pay as an hourly rate rather than a weekly rate, so there is no need for a 1/38th calculation. There is no practical difference in the quantum of pay or maximum hours — the difference is presentational only. The Award specifies that a casual employee may work up to and including 38 ordinary hours per week (cl 10.4(a)) and expressly states that the casual rate is calculated as 1/38th of the weekly rate plus a 25% loading (cl 10.4(b)).</p> |
| <p><b>Clause 19.5 Payment of Wage</b></p> <p>(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.</p> | <p><b>17.3 Payment on termination of employment</b></p> <p>(a) When notice of termination of employment has been given by an employee in accordance with clause 11.1, or an employee's services have been terminated by an employer who has provided them with notice in accordance with the NES, payment of all wages and other monies owing to an employee will be made to the employee by no later than the last day of the formal notice period.</p> | <p>The Award requires all money owing to the employee be paid by no later than the last day of the formal notice period where notice has been given, which is materially similar to the Proposed Agreement.</p> <p>In other circumstances (including where no notice is provided), the Award requires final pay to be no later than 7 days after the day the employment ends (cl 17.3(b)). The Proposed Agreement, however, provides that final pay is to be on the next scheduled pay day. As the pay</p>  |

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| <p><b>Clause 40 Termination of Employment</b></p> <p>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</p> | <p><b>(b)</b> In all other circumstances, the employer must pay all wages and other monies owing to an employee by no later than 7 days after the day on which the employee's employment terminates.</p> <p><b>(c)</b> The requirement to pay wages and other amounts under clauses 17.3(a) and (b) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p> <p>NOTE 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the required minimum period of notice or "has paid" to the employee payment instead of giving them notice.</p> <p>NOTE 2: Clause 17.3(c) allows the Commission to make an order delaying the requirement to make a payment under clause 17.3(a) or 17.3(b). For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the Act, may require an employer to pay an employee for accrued long service</p> | <p>cycle under the Proposed Agreement is fortnightly, this may result in a longer or shorter timeframe than the 7 days required under the Award. The Proposed Agreement also authorises deductions from termination pay for unreturned IRT property and permits deductions for wages in lieu of notice with employee authorisation.</p> <p>There is otherwise no material difference in entitlements.</p> |

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|   | leave on the day on which the employee's employment terminates or shortly after.  |   |
| <p><b>20.3 Minimum Engagement</b></p> <p>The following minimum engagement will apply to Employees, except with respect to clause 47 – Attendance at Meetings and clause 48 – Training and Education:</p> <p>...</p> <p>(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 ...</p> | <p><b>Clause 22.8 Broken shifts</b></p> <p><b>(f)</b> Each portion of the shift must meet the minimum engagement requirements in clause 22.7(b).</p> <p>For context, clause 22.7(b) provides:</p> <p><b>(b)</b> Permanent part-time and casual employees will receive a minimum payment of two hours for each engagement.</p>                                   | <p>The Award at clause 22.8(f) requires that each portion of a broken shift must meet the minimum engagement requirement in clause 22.7(b), being two hours for permanent part-time and casual employees.</p> <p>The Proposed Agreement provides the same two-hour minimum payment for part-time and casual employees (cl 20.3(b)), and specifies that for Home Care employees, this minimum applies to each period of work within a broken shift. However, the Proposed Agreement does not expressly extend this per-portion minimum to employees other than Home Care employees working broken shifts. In practice, this means that non-Home Care employees working a broken shift under the Proposed Agreement may not have a guaranteed two-hour minimum for each portion of the shift, whereas under the Award they would.</p> |
| <p><b>21. EMPLOYEE RIGHT TO DISCONNECT</b></p> <p>21.1 This clause provides for the exercise of an Employee's right to disconnect under section 333M of the Act.</p> <p>21.2 IRT must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.</p>   | <p><b>22A. Employee right to disconnect</b></p> <p><b>22A.1</b> Clause 22A provides for the exercise of an employee's right to disconnect under section 333M of the Act.</p> <p>NOTE:</p> <p>(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:</p> | <p>The Award was varied to simplify the entitlement without references to the Act and also outlines specific scenarios where IRT is not prevented from requiring an Employee to monitor, read or respond to contact or attempted contact outside of working hours under clause 21.3 and 21.4 (under the Proposed Agreement) and 22A.4 (under the Award).</p> <p>While there is no material difference in the Proposed Agreement and the Award terms, the</p>  |

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| <p>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:</p> <p>(a) the Employee is being paid an on call allowance in accordance with this Agreement; and</p> <p>(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.</p> <p>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:</p> <p>(a) a roster change or shift offer in accordance with this Agreement; or</p> <p>(b) a recall to work in accordance with this Agreement.</p> | <p>(1) their employer outside of the employee’s working hours,</p> <p>(2) a third party if the contact or attempted contact relates to, their work and is outside of the employee’s working hours.</p> <p>(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee’s refusal is unreasonable.</p> <p>(c) Section 333M(5) provides that an employee’s refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.</p> <p>(d) Section 333N provides for the resolution of disputes about whether an employee’s refusal is unreasonable and about the operation of section 333M.</p> <p>(e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee’s right to disconnect under section 333M of the Act.</p> <p><b>22A.2</b> Clause 22A applies from the following dates:</p> <p><b>(a)</b> 26 August 2024—for employers that are not small business employers on this date and their employees.</p> <p><b>(b)</b> 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.</p> | <p>Proposed Agreement provides additional circumstances IRT may contact employees not provided under the Award, such as:</p> <ul style="list-style-type: none"> <li>• a roster change / shift offer (as opposed to emergency roster change);</li> <li>• where an employee is required to attend or perform work or give other notice about on call (if they are paid an on call allowance).</li> </ul> <p>In practice this means you may receive contact from IRT about non-emergency roster changes or available shifts outside your working hours.</p> |

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|   | <p><b>22A.3</b> An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.</p> <p><b>22A.4</b> Clause 22A.3 does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of:</p> <p><b>(a)</b> an emergency roster change under clause 22.6(c); or</p> <p><b>(b)</b> a recall to work under clause 25.1(e).</p>  |  |
| <p><b>Clause 24. Overtime</b></p> <p>24.1 Overtime is paid in the following circumstances:</p> <p>(a) Where a full-time Employee works in excess of their ordinary hours.</p> <p>(b) Where a part-time Employee works in excess of:</p> <p>(i) 10 hours in a shift;</p> <p>(ii) 76 hours per fortnight, where employed by the fortnight;</p> <p>(iii) 152 hours per four-weekly period, where employed on a four-weekly basis; or</p> <p>(iv) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause 20.5(e).</p> <p>(c) All time worked in excess of a part-time Employee's rostered hours on any one day</p> | <p><b>Clause 25.1 Overtime rates</b></p> <p><b>(a) Full-time employees</b></p> <p><b>(i)</b> A full-time employee will be paid the following for all work done in addition to their rostered ordinary hours on any day:</p> <p><b>(A)</b> for all authorised overtime on Monday to Friday, payment will be made at the rate of <b>150%</b> of the hourly rate (plus any all-purpose allowance payable) for the first two hours and <b>200%</b> after two hours;</p> <p><b>(B)</b> for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of <b>200%</b> of the hourly rate (plus any all-purpose allowance payable); and</p> <p><b>(C)</b> for all authorised overtime on a public holiday, payment will be made at the rate of <b>250%</b> of the hourly rate (plus any all-purpose allowance payable).</p> | <p>The overtime provisions differ between the Award and the Proposed Agreement in several respects.</p> <p>Under the Award, overtime for full-time employees is calculated on the hourly rate plus any all-purpose allowance payable, whereas the Proposed Agreement calculates overtime on the Employee's base rate of pay (except for casual employees).</p> <p>The Proposed Agreement triggers overtime in more circumstances for part-time employees (including where you work more than 12 hours in a broken shift, 10 shifts per fortnight) and casual employees (including excess of 10 hours in a shift and 10 shifts per fortnight) than the Award.</p> <p>The Award also provides that if an employee work so much overtime in that they are required resume or continue work without having</p> |

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| <p>(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 24.2 and 24.3.</p> <p>...</p> <p>(d) Where a casual Employee works in excess of:</p> <p>(i) 10 hours in a shift;</p> <p>(ii) 76 hours per fortnight; or</p> <p>(iii) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause 20.5(e).</p> <p>(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.</p> <p>(f) Where an Employee works beyond the maximum span of 12 hours for a broken shift.</p> <p>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:</p> <p>(a) Monday to Friday – time and one half for the first to two hours each day and double time thereafter;</p> <p>(b) Saturday and Sunday – double time;</p> <p>(c) Public Holidays – double time and one-half; and</p> | <p><b>(ii)</b> Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 26.1.</p> <p><b>(b) Part-time employees</b></p> <p><b>(i)</b> All time worked by a part-time employee in excess of 38 hours per week or 76 per fortnight will be paid at the following rates:</p> <p><b>(A)</b> Monday to Friday— <b>150%</b> of the hourly rate (plus any all-purpose allowance payable) for the first two hours and <b>200%</b> of the hourly rate (plus any all-purpose allowance payable) after two hours;</p> <p><b>(B)</b> Saturday and Sunday— <b>200%</b> of the hourly rate (plus any all-purpose allowance payable); and</p> <p><b>(C)</b> Public holidays— <b>250%</b> of the hourly rate (plus any all-purpose allowance payable).</p> <p><b>(ii)</b> All time worked by a part-time employee which exceeds 10 hours per day, will be paid for at the following rates:</p> <p><b>(A)</b> Monday to Saturday— <b>150%</b> of the hourly rate (plus any all-purpose allowance payable) for the first two hours and <b>200%</b> of the hourly rate (plus any all-purpose allowance payable) after two hours;</p> <p><b>(B)</b> Sunday— <b>200%</b> of the hourly rate (plus any all-purpose allowance payable); and</p> <p><b>(C)</b> Public holidays— <b>250%</b> of the hourly rate (plus any all-purpose allowance payable).</p> | <p>observed 10 consecutive hours off duty, they will be paid 200% (plus any all-purpose allowance payable) until released from duty. The Proposed Agreement however provides that employees would be paid at overtime rates instead where they have not observed the prescribed rest break, whether this occurs right after overtime or otherwise. In practice, this means that if an employee is required to perform work without having observed the prescribed rest break (which is 10 hours or 8 hours, if you agreed to the lesser period), you may be paid at 150% for the first 2 hours if the work is performed on Monday to Friday, or may be entitled to higher rates if the day falls on a public holiday.</p> <p>While there are certain circumstances where the Award offers more entitlements, overall employees will benefit from overtime being triggered in more scenarios under the Proposed Agreement and from the higher base rates of pay afforded to employees compared to the Award.</p> |

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| <p>(d) All work performed beyond the maximum span of 12 hours for a broken shift – double time.</p> <p>Overtime penalties do not apply to any Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.</p> <p>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:</p> <p>(a) for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:</p> <p>(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;</p> <p>(ii) Saturday and Sunday - 250% of the hourly rate (plus any all-purpose allowance payable); and</p> <p>(iii) Public holidays - 312.5% of the hourly rate (plus any all-purpose allowance payable).</p> <p>(b) for all time worked in excess of 10 hours per day:</p> <p>(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;</p> | <p><b>(iii)</b> All time worked in excess of a part-time employee’s rostered hours on any one day (unless an agreement has been entered into under clause 10.3(c) ), will be overtime and paid at the rates prescribed by clause 25.1(b)(i) .</p> <p><b>c) Casual employees</b></p> <p><b>(i)</b> A casual employee will be paid for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:</p> <p><b>(A)</b> Monday to Friday— <b>187.5%</b> of the hourly rate (plus any all-purpose allowance payable) for the first two hours and <b>250%</b> of the hourly rate (plus any all-purpose allowance payable) after two hours;</p> <p><b>(B)</b> Saturday and Sunday— <b>250%</b> of the hourly rate (plus any all-purpose allowance payable); and</p> <p><b>(C)</b> Public holidays— <b>312.5%</b> of the hourly rate (plus any all-purpose allowance payable).</p> <p><b>(ii)</b> A casual employee will be paid the following rates for all time worked in excess of 10 hours per day:</p> <p><b>(A)</b> Monday to Saturday— <b>187.5%</b> of the hourly rate (plus any all-purpose allowance payable) for the first two hours and <b>250%</b> of the hourly rate (plus any all-purpose allowance payable) after two hours;</p> <p><b>(B)</b> Sunday— <b>250%</b> of the hourly rate (plus any all-purpose allowance payable); and</p> |                           |

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| <p>(ii) Sunday - 250% of the hourly rate (plus any all-purpose allowance payable); and</p> <p>(iii) Public holidays - 312.5% of the hourly rate (plus any all-purpose allowance payable).</p> <p>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.</p> <p>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:</p> <p>(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</p> <p>(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.</p> | <p><b>(C) Public holidays— 312.5%</b> of the hourly rate (plus any all-purpose allowance payable).</p> <p>NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 10.4(b) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for full-time and part-time employees prescribed by clauses 25.1(a) and 25.1(b).</p> <p><b>d) Rest period after overtime</b></p> <p><b>(i)</b> An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.</p> <p><b>(ii)</b> If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of 200% of the hourly rate (plus any all-purpose allowance payable) until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence</p> |                           |

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|--|---|--|--|----------|-----|--------|--------|-----|------|---|--|
| <p><b>25 Shift and Weekend work</b></p> <p>... 25.6 Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:</p> <table border="1" data-bbox="165 360 795 603"> <thead> <tr> <th>Day</th> <th>...</th> <th>Casual employee penalty rate (inclusive of 25% casual loading)</th> </tr> </thead> <tbody> <tr> <td>Saturday</td> <td>...</td> <td>187.5%</td> </tr> <tr> <td>Sunday</td> <td>...</td> <td>219%</td> </tr> </tbody> </table> | Day   | ...  | Casual employee penalty rate (inclusive of 25% casual loading) | Saturday | ... | 187.5% | Sunday | ... | 219% | <p><b>23. Saturday and Sunday work</b></p> <p>...</p> <p><b>23.2</b> A casual employee who works on a weekend will be paid the following rates:</p> <p><b>(a)</b> between midnight Friday and midnight Saturday – 175% of ordinary hourly rate; and</p> <p><b>(b)</b> between midnight Saturday and midnight Sunday – 200% of the ordinary hourly rate.</p> <p><b>23.3</b> The rates prescribed in clause 23.2 will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b).</p> | <p>The Proposed Agreement provides weekend penalty rates as the Aged Care Award, except the Proposed Agreement provides higher rates.</p> <p>This means casual employees working on weekends will receive higher pay under the Proposed Agreement than under the Award</p> |
| Day  | ...   | Casual employee penalty rate (inclusive of 25% casual loading)   |  |          |     |        |        |     |      |   |  |
| Saturday   | ...   | 187.5%   |  |          |     |        |        |     |      |   |  |
| Sunday   | ...   | 219%   |  |          |     |        |        |     |      |   |  |
| <p><b>29.2 Accrual of Annual Leave</b></p> <p>(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.</p> <p>(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.</p>  | <p><b>28.3 Quantum of annual leave—employees previously covered by the <i>Nurses Award 2020</i></b></p> <p><b>(a)</b> Clause 28.3 only applies to an employee employed by their employer as a nursing assistant who was covered by the <i>Nurses Award 2020</i> on 31 December 2024 and who became covered by this award as a result of <a href="#">PR779152</a>.</p> <p><b>(b)</b> An employee subject to this clause is entitled to the same quantum of annual leave as if they were covered by the <i>Nurses Award 2020</i>.</p> <p>NOTE: In addition to the entitlements in the <a href="#">NES</a>, an employee under the <i>Nurses Award 2020</i> is entitled to an additional week of annual leave on the same terms and conditions.</p> | <p>The employees affected by the terms of clause 28.3 of the Award are entitled to an additional week from the NES entitlement of annual leave. Employees under the Proposed Agreement would be entitled to annual leave in accordance with the NES.</p> <p>This clause is not relevant because IRT nursing assistants are covered by the Aged Care Award.</p> |  |          |     |        |        |     |      |   |  |

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| <p><b>Clause 42 Redundancy</b></p> <p>42.1 For the purposes of this clause, “<b>continuous service</b>” 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.</p> <p>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.</p> <p>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:</p> <p>(a) Where the Employee is under 45 years of age, IRT shall pay the Employee in accordance with the following scale:</p> | <p><b>Redundancy</b></p> <p>NOTE: Redundancy pay is provided for in the NES. See sections 119–123 of the Act.</p> <p><b>12. Transfer to lower paid duties on redundancy</b></p> <p>(a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.</p> <p>(b) The employer may:</p> <p>(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or</p> <p>(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).</p> <p>(c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty</p> | <p>The Award and the Proposed Agreement differ in how they address redundancy. The Award provides for: (1) transfer to lower paid duties on redundancy, with the employer required to give notice of the transfer or pay the difference in pay rates (cl 12.1); (2) entitlements for employees who resign during a redundancy notice period (cl 12.2); and (3) one day per week off without loss of pay during the notice period for job searching (cl 12.3). The Proposed Agreement omits these three provisions.</p> <p>However, the Proposed Agreement offers more detailed and more generous redundancy pay provisions (cl 42.3), including age-based scales that provide higher entitlements (for example, 20 weeks’ pay for employees aged 45 or over with 6 or more years’ service, compared to the NES maximum of 16 weeks).</p> <p>The Proposed Agreement also includes a broader definition of “weeks’ pay” that encompasses ordinary pay, over-Agreement payments, and applicable shift and weekend penalties (cl 42.3(c)), and provides specific protections for Residential Managers and Senior Care Coordinators whose positions are made redundant (cl 42.4).</p> |

| Proposed Agreement Term  |                         | Aged Care Award Term  | Explanation of difference |
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| <b>Period of continuous service</b>  | <b>Retrenchment Pay</b> | <p>rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.</p> <p><b>12.2 Employee leaving during redundancy notice period</b></p> <p><b>(a)</b> An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.</p> <p><b>(b)</b> The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the Act had they remained in employment until the expiry of the notice.</p> <p><b>(c)</b> However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.</p> <p><b>12.3 Job search entitlement</b></p> <p><b>(a)</b> Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.</p> <p><b>(b)</b> If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the</p> |                           |
| <b>Less than 1 year</b>  | Nil                     |   |                           |
| <b>1 year and less than 2 years</b>  | 4 weeks' pay            |   |                           |
| <b>2 years and less than 3 years</b>   | 7 weeks' pay            |   |                           |
| <b>3 years and less than 4 years</b>   | 10 weeks' pay           |   |                           |
| <b>4 years and less than 5 years</b>   | 12 weeks' pay           |   |                           |
| <b>5 years and less than 6 years</b>   | 14 weeks' pay           |   |                           |
| <b>6 years and over</b>  | 16 weeks' pay           |   |                           |
| <p>(b) Where the Employee is 45 years of age or over, IRT shall pay the Employee in accordance with the following scale:</p> |                         |   |                           |
| <b>Period of continuous service</b>  | <b>Redundancy Pay</b>   |   |                           |
| <b>Less than 1 year</b>  | Nil                     |   |                           |
| <b>1 year and less than 2 years</b>  | 5 weeks' pay            |   |                           |
| <b>2 years and less than 3 years</b>   | 8.75 weeks' pay         |   |                           |

| Proposed Agreement Term   |                 | Aged Care Award Term  | Explanation of difference |
|---|-----------------|---|---------------------------|
| <b>3 years and less than 4 years</b>  | 12.5 weeks' pay | <p>request of the employer, produce proof of attendance at an interview.</p> <p><b>(c)</b> A statutory declaration is sufficient for the purpose of paragraph (b).</p> <p><b>(d)</b> An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.</p> <p><b>(e)</b> This entitlement applies instead of clauses 11.2 and 11.3.</p> |                           |
| <b>4 years and less than 5 years</b>  | 15 weeks' pay   |   |                           |
| <b>5 years and less than 6 years</b>  | 17.5 weeks' pay |   |                           |
| <b>6 years and over</b>   | 20 weeks' pay   |   |                           |
| <p>(c) "<b>Weeks' pay</b>" 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:</p> <p>(i) the Employee's ordinary pay under this Agreement;</p> <p>(ii) any over-Agreement payments that the Employee receives; and</p> <p>(iii) if applicable, the following:</p> <p>a. shift and weekend penalties in accordance with clause 25 - Shift and Weekend Work;</p> <p>b. broken shift allowance in accordance with clause 20.5 - Broken Shifts; and</p> <p>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</p> |                 |   |                           |

| Proposed Agreement Term   | Aged Care Award Term  | Explanation of difference  |
|---|---|--|
| <p>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.</p> <p>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.</p> |   |  |
| <p><b>46. Superannuation</b></p> <p>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.</p> <p>...</p> <p>46.3 An Employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.</p> <p>46.4 Should an Employee fail to nominate a fund, IRT shall make all statutory superannuation</p>   | <p><b>21. Superannuation legislation</b></p> <p><b>(a)</b> The NES and Superannuation legislation, including the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), the <i>Superannuation Guarantee Charge Act 1992</i> (Cth), the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) and the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth), deal with the superannuation rights and obligations of employers and employees.</p> | <p>The Proposed Agreement clause 46 is different to that provided in clause 21.1 under the Award as it does not include the Note which provides that under superannuation fund, the employer must check with the ATO whether the employee is a member of a stapled superannuation fund and if details are provided by the ATO, make contributions to the stapled fund.</p> <p>Whilst the Proposed Agreements omits the notes in (a), IRT will still be obliged to ensure</p> |

| Proposed Agreement Term  | Aged Care Award Term   | Explanation of difference   |
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| <p>contributions on behalf of the Employee to HESTA, being the default fund under this Agreement.</p> <p>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.</p> <p>46.6 For Employees whom IRT is obliged to make superannuation contributions, such contributions will be made in alignment with legislative requirements.</p> | <p><b>(b)</b> The rights and obligations in clause 21 supplement those in superannuation legislation and the NES.</p> <p>NOTE: Under superannuation legislation:</p> <p>(a) Individual employees generally have the opportunity to choose their own superannuation fund.</p> <p>(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.</p> <p>(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.</p> <p>(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.</p> | <p>compliance with superannuation legislation where applicable.</p> |

| Proposed Agreement Term   | Aged Care Award Term  | Explanation of difference  |
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| <p><b>52. DOMESTIC VIOLENCE</b><br/>           In addition to the provisions of clause 52.3(a), if a 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.</p> <p><b>52.1 Definitions</b><br/>           (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.<br/>           (b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.<br/>           (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,</p> | <p><b>33. Family and domestic violence leave</b><br/>           Family and domestic violence leave is provided for in the <a href="#">NES</a>.</p> <p>NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the <i>Fair Work Regulations 2009</i>.</p> <p>NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.</p> | <p>The Award refers to the NES. The term of the Proposed Agreement goes further as provided for here and provides an additional 10 days of paid family and domestic violence leave than the NES.</p> <p>Further, the Proposed Agreement provides unpaid family and domestic violence leave for casual employees whereas the NES provides paid leave in certain circumstances. The impact of this, however, is nil as the Proposed Agreement contains a NES precedence clause at clause 11 in which provides that if the NES provides greater entitlements, then the NES entitlement will apply to you.</p> |

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| <p>a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.</p> <p><b>52.2 Measures</b></p> <p>(a) No adverse action will be taken against an Employee on the basis that they are impacted by Family and Domestic Violence.</p> <p>(b) All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.</p> <p>(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:</p> <p>(i) changes to working times and to work location;</p> <p>(ii) changes to telephone numbers and/or email addresses;</p> <p>(iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.</p> <p>(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.</p> |                      |                           |

| Proposed Agreement Term   | Aged Care Award Term   | Explanation of difference   |
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| <p><b>52.3 Leave</b></p> <p>(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 utilize the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence:</p> <p>(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;</p> <p>...</p> <p>(b) Casual Employees will be entitled to unpaid Family and Domestic leave.</p> <p>...</p> <p>[see clause for full]</p> |  |   |
| <p><b>54. UNION DELEGATES</b></p> <p>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.</p> <p><b>54.2 Workplace Delegates' Rights</b></p> <p>(a) Clause 54.3 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.</p> <p><b>NOTE:</b> Under section 350C(4) of the Act, the employer is taken to have afforded a workplace</p>  | <p><b>7A. Workplace delegates' rights</b></p> <p><b>7A.1</b> Clause 7A provides for the exercise of the rights of workplace delegates set out in section 350C of the <u>Act</u>.</p> <p>NOTE: Under section 350C(4) of the <u>Act</u>, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 7A.</p> <p><b>7A .2</b> In clause 7A :</p> | <p>Both the Award and the Proposed Agreement provide for the exercise of workplace delegates' rights under section 350C of the Fair Work Act 2009. The terms are substantially the same, with the following differences: (1) The Proposed Agreement requires a workplace delegate to share information and knowledge gained from training, in addition to providing evidence of attendance, which goes beyond the Award requirement. (2) The Proposed Agreement includes a definition of 'workplace delegate' that closely aligns with section 350C(1) of the Act, whereas the Award does not include a</p> |

| Proposed Agreement Term   | Aged Care Award Term   | Explanation of difference  |
|---|--|--|
| <p><i>delegate the rights mentioned in section 350C(3) if the Employer has complied with clause 54.2.</i></p> <p>(b) In clause 54.2:</p> <p>(i) employer means the employer of the workplace delegate;</p> <p>(ii) delegate's organisation means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and</p> <p>(iii) eligible workers means members and persons eligible to be members of the delegate's organisation who work in a particular enterprise.</p> <p><i>(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.</i></p> <p>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.</p> <p>(i) An Employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.</p> <p><b>54.4 Right of Representation</b></p> | <p><b>(a) employer</b> means the employer of the workplace delegate;</p> <p><b>(b) delegate's organisation</b> means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;</p> <p><b>(c) eligible workers</b> means members and persons eligible to be members of the <b>workplace</b> delegate's organisation who work in a particular enterprise.</p> <p><b>7A.3</b> Before exercising entitlements under clause 7A, 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.</p> <p><b>7A.4</b> An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.</p> <p><b>7A.5 Right of representation</b></p> <p>A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:</p> <p><b>(a)</b> consultation about major workplace change;</p> <p><b>(b)</b> consultation about changes to rosters or hours of work;</p> | <p>standalone definition but refers to the Act directly.</p> <p>The Proposed Agreement's definition does not include members who perform work 'arranged or facilitated by' a regulated business. All other differences between the clauses are in <b>red text</b> for ease of reference. In practice, these are minor procedural differences that do not materially affect your workplace delegate entitlements.</p> |

| Proposed Agreement Term  | Aged Care Award Term   | Explanation of difference |
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| <p>A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:</p> <ul style="list-style-type: none"> <li>(a) consultation about major workplace change;</li> <li>(b) consultation about changes to rosters or hours of work;</li> <li>(c) resolution of disputes;</li> <li>(d) disciplinary processes;</li> <li>(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</li> <li>(f) any process or procedure within an award, enterprise Agreement or <b>policy of the employer under</b> which eligible workers are entitled to be represented and which concerns their industrial interests.</li> </ul> <p><b>54.5 Entitlement to reasonable communication</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.</li> </ul> | <ul style="list-style-type: none"> <li>(c) resolution of disputes;</li> <li>(d) disciplinary processes;</li> <li>(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the <u>Act</u> or is assisting the delegate's organisation with enterprise bargaining; and</li> <li>(f) any process or procedure within an award, enterprise agreement or <b>workplace policy under</b> which eligible workers are entitled to be represented and which concerns their industrial interests.</li> </ul> <p><b>7A.6 Entitlement to reasonable communication</b></p> <ul style="list-style-type: none"> <li>(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 7A.5. This includes discussing membership of the delegate's organisation and representation with eligible workers.</li> <li>(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.</li> </ul> <p><b>7A.7 Entitlement to reasonable access to the workplace and workplace facilities</b></p> <ul style="list-style-type: none"> <li>(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:</li> </ul> |                           |

| Proposed Agreement Term   | Aged Care Award Term   | Explanation of difference |
|---|--|---------------------------|
| <p><b>54.6 Entitlement to reasonable access to the workplace and workplace facilities</b></p> <p>(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:</p> <p>(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;</p> <p>(ii) a physical or electronic noticeboard;</p> <p>(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;</p> <p>(iv) a lockable filing cabinet or other secure document storage area; and</p> <p>(v) office facilities and equipment including printers, scanners and photocopiers.</p> <p>(b) The employer is not required to provide access to or use of a workplace facility under clause 54.7(a) if:</p> <p>(i) the workplace does not have the facility;</p> <p>(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</p> <p>(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.</p> <p><b>54.7 Entitlement to reasonable access to training</b></p> | <p>(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;</p> <p>(ii) a physical or electronic noticeboard;</p> <p>(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;</p> <p>(iv) a lockable filing cabinet or other secure document storage area; and</p> <p>(v) office facilities and equipment including printers, scanners and photocopiers.</p> <p>(b) The employer is not required to provide access to or use of a workplace facility under clause 7A.7(a) if:</p> <p>(i) the workplace does not have the facility;</p> <p>(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</p> <p>(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.</p> <p><b>7A.8 Entitlement to reasonable access to training</b></p> <p>Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days</p> |                           |

| Proposed Agreement Term  | Aged Care Award Term   | Explanation of difference |
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| <p>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:</p> <p>(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.</p> <p>(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:</p> <p>(i) full-time or part-time Employees; or</p> <p>(ii) regular casual Employees.</p> <p>(c) Payment for a day of paid time during normal working hours is payment 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.</p> <p>(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.</p> <p>(e) If requested by the employer, the workplace delegate must provide the</p> | <p>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:</p> <p><b>(a)</b> 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 employees.</p> <p><b>(b)</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:</p> <p><b>(i)</b> full-time or part-time employees; or</p> <p><b>(ii)</b> regular casual employees.</p> <p><b>(c)</b> 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.</p> <p><b>(d)</b> 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.</p> |                           |

| Proposed Agreement Term  | Aged Care Award Term   | Explanation of difference |
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| <p>employer with an outline of the training content.</p> <p>(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.</p> <p>(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 <b>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.</b></p> <p><b>54.8 Exercise of entitlements under clause 54.2</b></p> <p>(a) A workplace delegate's entitlements under clause 54.2 are subject to the conditions that the workplace delegate must, when exercising those entitlements:</p> <p><b>(i) comply with their duties and obligations as an Employee;</b></p> <p>(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to</p> | <p><b>(e)</b> If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.</p> <p><b>(f)</b> The employer must advise the workplace delegate not less than 2 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.</p> <p><b>(g)</b> The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a <b>reasonable person of their attendance at the training.</b></p> <p><b>7A.9 Exercise of entitlements under clause 7A</b></p> <p><b>(a)</b> A workplace delegate's entitlements under clause 7A are subject to the conditions that the workplace delegate must, when exercising those entitlements:</p> <p><b>(i)</b> 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;</p> <p><b>(ii)</b> not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.</p> <p><b>(b)</b> <b>When exercising any entitlements under clause 7A,</b> a workplace delegate must, other</p> |                           |

| Proposed Agreement Term  | Aged Care Award Term   | Explanation of difference |
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| <p>occupational health and safety and acceptable use of ICT resources;</p> <p>(iii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.</p> <p>(b) <b>A workplace delete must</b>, other than in the reasonable exercise of <b>the entitlements under Clause 54.2</b>:</p> <p>(i) Comply with their duties and obligations as an employee; and</p> <p>(ii) Not hinder, obstruct or prevent the normal performance of work</p> <p>(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.</p> <p>(c) Clause 54.2 does not require an eligible worker to be represented by a workplace delegate without the Employee's agreement.</p> <p><b>NOTE:</b> Under section 350A of the Act, the Employer must not:</p> <p>(i) unreasonably fail or refuse to deal with a workplace delegate; or</p> <p>(ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or</p> <p>(iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 54.2.</p> | <p>than in the reasonable exercise of <b>those entitlements</b>:</p> <p><b>(i)</b> comply with their duties and obligations as an employee; and</p> <p><b>(ii)</b> not hinder, obstruct or prevent the normal performance of work.</p> <p><b>(c)</b> Clause 7A 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.</p> <p><b>(d)</b> Clause 7A does not require an eligible worker to be represented by a workplace delegate without the employee's agreement.</p> <p>NOTE: Under section 350A of the <u>Act</u>, the employer must not:</p> <p><b>(a)</b> unreasonably fail or refuse to deal with a workplace delegate; or</p> <p><b>(b)</b> knowingly or recklessly make a false or misleading representation to a workplace delegate; or</p> <p><b>(c)</b> unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the <u>Act</u> or clause 7A.</p> |                           |

| Proposed Agreement Term  | Aged Care Award Term  | Explanation of difference  |
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| <p><b>See Schedule A and Schedule B.</b><br/>In summary, the Proposed Agreement adopts the following aged care employees:</p> <ul style="list-style-type: none"> <li>• ACE Employees Levels 1 to 6;</li> <li>• ACE General – Catering – Hospitality Employees Levels 1A to 7;</li> <li>• ACE General – Maintenance Employees Levels 2 to 7;</li> <li>• Administrative and Support Employees;</li> <li>• Cooking Apprentices; and</li> <li>• Gardener &amp; Painter Apprentices.</li> </ul> | <p><b>See Clause 14.3 and Schedule B— Classification Definitions.</b><br/>In summary, the Aged Care Award adopts a new set of classification titles as follows:</p> <ul style="list-style-type: none"> <li>• Aged care employee—general</li> <li>• Aged care employee—general—most senior food services employee</li> <li>• Aged care employee—direct care</li> <li>• Cooking apprentices</li> <li>• Gardening apprentices</li> </ul> | <p>The Proposed Agreement, in all material respects, adopts the same classification titles as the Award.</p> <p>The Proposed Agreement, however, does introduce a new Level 1B classification in which intends to cover employees with a relevant Certificate III in Individual Support or equivalent, but with less than 3 months experience in the industry which is not provided for in the Award. This is equivalent to the Aged Care Level 3 classification under the Award.</p> <p>The Proposed Agreement further provides detailed descriptions for each classification as provided in Schedule A.</p> <p>The rates of pay are different. However, on each year (i.e. July 2027), the rates of pay will either be increased by 3% (as provided for in Schedule B) or will be 1.5% above the equivalent Award rate (whichever is greater).</p> |