

Award Comparison – Nurses Award 2020

Enterprise Agreement Negotiations 2026

June 2026

Purpose

This document is provided to explain any material differences between the terms of the Nurses Award 2020 (Award) that have been varied since the existing Enterprise Agreement came into effect, against the terms of the proposed IRT Enterprise Agreement 2026 (Proposed Agreement). 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 Nurses Award 2020

This document applies to all of the following employees who would ordinarily be covered under the Nurses Award 2020:

- Clinical Nurse Consultants;
- Clinical Nurse Educators;
- Clinical Nurse Specialists;
- Care Plan Coordinator;
- Registered Nurses Level 1 to 5;
- Enrolled Nurses;
- Care Coordinators;
- Senior Care Coordinators; and
- Residential Managers.

Further information

- A copy of the Nurses Award 2020 can be accessed at the following link: [Nurses Award 2020 \[MA000034\]](#)
- 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.

Nurses Award 2020

Proposed Agreement Term	Nurses Award Term	Explanation of difference
<p>No provision.</p>	<p>Clause 4 Coverage</p> <p>4.4 This award does not cover employees working as nursing assistants as defined in clause A.1 who provide care services to aged persons in either the aged care industry or the home care sector.</p>	<p>This clause is not relevant to IRT staff otherwise covered by this Award, as IRT does not engage nursing assistants under this Award classification. There is no effect on your entitlements.</p>
<p>Clause 20.4 Accrued Days Off</p> <p>...</p> <p>(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. ...</p>	<p>28.5 Accrued days off on public holiday</p> <p>Where an employee’s accrued day off falls on a public holiday, another day or part-day, determined by the employer, will be taken instead. Where practical the alternative day or part-day off will be taken within the same 4 or 5 week work cycle.</p>	<p>The Award is changed in the proposed agreement in that an ADO shall not be rostered on a public holiday. Under the Award, where your accrued day off falls on a public holiday, the employer determines an alternative day off to be taken within the same 4 or 5 week cycle. Under the Proposed Agreement, ADOs cannot be taken at all on public holiday. In practice, this means your ADO will be scheduled on a different day, and you will still receive your public holiday entitlement separately.</p>
<p>21. EMPLOYEE RIGHT TO DISCONNECT</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>21.3 Clause 21.2 does not prevent IRT from requiring an Employee to monitor, read or</p>	<p>13A. Employee right to disconnect</p> <p>13A.1 Clause 13A 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</p>	<p>The effects of the clauses are substantially the same except, the Award is varied to permit IRT contacting, or attempting to contact, an employee to notify them of a roster change or shift offer in accordance with the Proposed Agreement.</p> <p>See red text for noted change.</p>

Proposed Agreement Term	Nurses Award Term	Explanation of difference
<p>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>to monitor, read or respond to contact, or attempted contact, from:</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>13A.2 Clause 13A applies from the following dates:</p> <p>(a) 26 August 2024—for employers that are not small business employers on this date and their employees.</p>	<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) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.</p> <p>13A.3 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.</p> <p>13A.4 Clause 13A.3 does not prevent an employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee’s working hours where:</p> <p>(a) the employee is being paid the on-call allowance under clause 17.2(a); and</p> <p>(b) the employer’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>13A.5 Clause 13A.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>(a) an emergency roster change under clause 13.2(f); or</p> <p>(b) a recall to work under clause 19.6 or 19.7.</p>	
<p>Clause 26 Public Holidays</p> <p>26.1 Employees are entitled to public holidays in accordance with provisions of the NES (refer to</p>	<p>28.4 Public holidays occurring on rostered days off</p> <p>(a) All full-time employees will receive a day’s ordinary pay for public holidays that occur on</p>	<p>Under the Award, all full-time employees receive a day’s ordinary pay for public holidays that fall on their rostered day off (except where the public holiday falls on a Saturday or Sunday for</p>

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<p>Chapter 2, Part 2-2, Division 10 of the Act). This clause contains additional provisions to the NES.</p> <p>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.</p> <p>(a) Part-Time Employees</p> <p>...</p> <p>(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</p> <p>...</p>	<p>their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday employees.</p> <p>(b) If a public holiday is a part-day public holiday, then clause 28.4(a) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.</p>	<p>Monday to Friday employees). The Award also provides a pro-rata entitlement for part-day public holidays falling on rostered days off. The Proposed Agreement does not include an equivalent provision for full-time employees. In practice, this means that if you are a full-time employee and a public holiday fall on your rostered day off, the Proposed Agreement does not expressly entitle you to a day’s ordinary pay for that day. However, the NES public holiday provisions at Division 10 of Part 2-2 of the Fair Work Act 2009 continue to apply, and clause 11 of the Proposed Agreement provides that where the NES provides a greater entitlement, the NES will prevail.</p>
<p>33. PARENTAL LEAVE</p> <p>33.1 Introduction</p> <p>(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.</p> <p>(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.</p> <p>(c) This clause also provides certain benefits which are more favourable to Employees than the NES.</p>	<p>24. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p> <p>NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 31—Dispute resolution and/or under section 76B of the Act.</p>	<p>The Award (cl 24) simply refers to parental leave entitlements under the NES, which currently provides eligible employees with up to 12 months’ unpaid parental leave (with a right to request an additional 12 months).</p> <p>The Proposed Agreement (cl 33) provides entitlements that are significantly more generous than the NES, including: (i) 14 weeks’ paid maternity leave for the birth mother; (ii) 14 weeks’ paid adoption or surrogacy leave for the initial primary carer; and (iii) 4 weeks’ paid bonding leave for partners. These are above-NES entitlements that are not available under the Award. The practical effect is a substantial benefit to employees under the Proposed</p>

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...		Agreement - employees eligible for parental leave will receive paid leave that is not available under the Award or the NES alone.
No provisions.	<p>19.2 Overtime rates—casual employees</p> <p>(b) Overtime rates as prescribed in clause 19.2(a) do not apply to Registered nurse levels 4 and 5.</p>	<p>The Proposed Agreement excludes all non-Aged Care casual employees' entitlement to any casual overtime rates.</p> <p>This variation to the Award is otherwise not relevant as IRT does not engage casual nursing staff at Level 4 and Level 5.</p>
<p>46. SUPERANNUATION</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>46.2 An 'approved fund' means:</p> <p>(a) The Health Employees Superannuation Trust Australia (HESTA) – default fund;</p> <p>(b) Aware Super;</p> <p>(c) Health Super; and</p> <p>(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.</p> <p>46.3 An Employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.</p>	<p>18. Superannuation</p> <p>18.1 Superannuation legislation</p> <p>(a) The NES and Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deal with the superannuation rights and obligations of employers and employees.</p> <p>(b) The rights and obligations in clause 18 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</p>	<p>The Proposed Agreement clause 46 is different to that provided in clause 18.1 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 compliance with superannuation legislation where applicable.</p> <p>The Proposed Agreement further includes an approved fund, "Health Super" which is not provided for in the Award and omits all other superannuation funds provided in the Award (other than HESTA and Aware Super).</p> <p>There will be no practical impact on staff given HESTA is the default stapled fund for IRT.</p>

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<p>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.</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>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</p> <p>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).</p> <p>...</p>	<p>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>...</p> <p>18.4 Superannuation fund</p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 18.2 and pay any amount authorised under clauses</p>	

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	<p>18.3(a) or 18.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:</p> <ul style="list-style-type: none"> (a) Aware Super; (b) Prime Super; (c) HESTA; (d) Equisuper; (e) Australian Retirement Trust; (f) CareSuper; (g) NGS Super; (h) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or (i) a superannuation fund or scheme which the employee is a defined benefit member of. 	
<p>52. DOMESTIC VIOLENCE 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</p>	<p>27. Family and domestic violence leave Family and domestic violence leave is provided for in the NES. 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</p>	<p>The Award refers to the NES. The term of the Proposed Agreement goes further and provides an additional 10 days of paid family and domestic violence leave than the NES. Further, the Proposed Agreement provides paid family and domestic violence leave for casual employees in accordance with the NES. What</p>

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<p>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>52.1 Definitions</p> <p>(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.</p> <p>(b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.</p> <p>(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.</p>	<p>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>this means is that casual employees will be entitled to 10 paid days of family and domestic violence leave. The entitlement for casual employees is therefore the same as the Award.</p>

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<p>52.2 Measures</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> <p>52.3 Leave</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,</p>		

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<p>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 paid Family and Domestic leave in accordance with the NES.</p> <p>...</p> <p>[see clause for full]</p>		
<p>54. UNION DELEGATES</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>54.2 Workplace Delegates' Rights</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>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.</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</p>	<p>28A. Workplace delegates' rights</p> <p>28A.1 Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.</p> <p>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 28A.</p> <p>28A.2 In clause 28A:</p> <p>(a) employer means the employer of the workplace delegate;</p> <p>(b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;</p> <p>(c) eligible workers means members and persons eligible to be members of the</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 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 which is</p>

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<p>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>(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.</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>54.4 Right of Representation</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>(a) consultation about major workplace change;</p> <p>(b) consultation about changes to rosters or hours of work;</p>	<p>workplace delegate's organisation who work in a particular enterprise.</p> <p>28A.3 Before exercising entitlements under clause 28A, 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>28A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.</p> <p>28A.5 Right of representation</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>(a) consultation about major workplace change;</p> <p>(b) consultation about changes to rosters or hours of work;</p> <p>(c) resolution of disputes;</p> <p>(d) disciplinary processes;</p> <p>(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</p> <p>(f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be</p>	<p>provided for under the Act. All other differences between the clauses are in red text for ease of reference.</p> <p>In practice, these are minor procedural differences that do not materially affect your workplace delegate entitlements.</p>

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<p>(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.</p> <p>54.5 Entitlement to reasonable communication</p> <p>(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.</p> <p>(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.</p> <p>54.6 Entitlement to reasonable access to the workplace and workplace facilities</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; (ii) a physical or electronic noticeboard;</p>	<p>represented and which concerns their industrial interests.</p> <p>28A.6 Entitlement to reasonable communication</p> <p>(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 28A.5. This includes discussing membership of the delegate’s organisation and representation with eligible workers.</p> <p>(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.</p> <p>28A.7 Entitlement to reasonable access to the workplace and workplace facilities</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; (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.</p>	

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<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>54.7 Entitlement to reasonable access to training</p> <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</p>	<p>(b) The employer is not required to provide access to or use of a workplace facility under clause 28A.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>28A.8 Entitlement to reasonable access to training</p> <p>Unless the employer is a small business employer, 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>	

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<p>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 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</p>	<p>(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.</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 employer with an outline of the training content.</p> <p>(f) 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>(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.</p> <p>28A.9 Exercise of entitlements under clause 28A</p> <p>(a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the</p>	

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<p>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 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.</p> <p>54.8 Exercise of entitlements under clause 54.2</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>(i) comply with their duties and obligations as an Employee;</p> <p>(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;</p> <p>(iii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.</p> <p>(b) A workplace delete must, other than in the reasonable exercise of the entitlements under Clause 54.2:</p>	<p>workplace delegate must, when exercising those entitlements:</p> <p>(i) 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>(ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.</p> <p>(b) When exercising any entitlements under clause 28A, a workplace delegate must, other than in the reasonable exercise of those entitlements:</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>(c) Clause 28A 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>(d) Clause 28A does not require an eligible worker to be represented by a workplace delegate without the worker’s agreement.</p> <p>NOTE: Under section 350A of the Act, the employer must not:</p> <p>(a) unreasonably fail or refuse to deal with a workplace delegate; or</p>	

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<p>(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.</p> <p>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.</p>	<p>(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 28A.</p>	
<p>No equivalent provision.</p>	<p>22.7 Direction to take annual leave during shutdown – medical practices (a) Clause 22.7 applies if an employer: (i) intends to shut down all or part of its operation for a particular period (temporary shutdown period); and (ii) wishes to require affected employees to take paid annual leave during that period.</p>	<p>The Award (cl 22.7) allows an employer who operates a medical practice to direct employees to take paid annual leave during a temporary shutdown period subject to 28 days’ written notice. The Proposed Agreement does not include an equivalent provision to this effect. The practical effect however is nil, as IRT does not operate a medical practice and this clause would therefore not apply to any IRT employees.</p>

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	<p>(b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.</p> <p>(c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 22.7(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.</p> <p>(d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.</p> <p>(e) A direction by the employer under clause 22.7(d):</p> <ul style="list-style-type: none"> (i) must be in writing; and (ii) must be reasonable. <p>(f) The employee must take paid annual leave in accordance with a direction under clause 22.7(d).</p> <p>(g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 22.7(d), an employer and employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown.</p> <p>(h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 22.11.</p>	

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	<p>(i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 22.11, to which an entitlement has not been accrued, is to be taken into account.</p> <p>(j) Clauses 22.8 to 22.10 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 22.7.</p>	
<p>Schedule A and Schedule B. In summary, the Proposed Agreement adopts the following classification titles:</p> <ul style="list-style-type: none"> • Clinical Nurse Consultant (Nurses Award – RN Level 3) • Clinical Nurse Educator (Nurses Award – RN Level 3) • Clinical Nurse Specialist (Infection Prevention & Control Lead) (Nurses Award – RN Level 3) • Enrolled Nurse (EN) (Division 2) • Enrolled Nurse (with Notation) • Registered Nurse (RN) (Nurses Award – RN Level 1) (Division 1) • Care Coordinator (Nurses Award – RN Level 3) • Senior Care Coordinator (Nurses Award - RN Level 4) • Residential Manager (Nurses Award - RN Level 5 – Director of Nursing) 	<p>15. Minimum rates The Award is varied by introducing a new classification title by separating the nurses as:</p> <ul style="list-style-type: none"> • Employees other than aged care employees; and • Aged care employees. <p>Aged care employees is defined under clause 2 as: aged care employee means an employee engaged in the provision of:</p> <ul style="list-style-type: none"> • services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility; or • services for an aged person in a private residence. <p>The Award no longer covers Nursing Assistants, which is now to be covered by the Aged Care Award.</p>	<p>The Proposed Award adopts a different classification title, however, does make reference to the equivalent level under the Nurses Award for ease of reference.</p> <p>The Proposed Agreement classification description differs based on the role in IRT.</p> <p>The rates of pay also 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>