



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Illawarra Retirement Trust T/A IRT
(AG2018/2823)

IRT ENTERPRISE AGREEMENT 2018

Aged care industry

COMMISSIONER JOHNS

SYDNEY, 28 FEBRUARY 2019

Application for approval of the IRT Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *IRT Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Illawarra Retirement Trust T/A IRT. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement lodged contained an error at clause 41.1 and an error at clause 29.7(d). On the 14 January 2019 the Applicant filed amended pages to the Agreement pursuant to s.586 of the Act. I am satisfied that the corrections should be made and that it is appropriate to do so pursuant to s.586 of the Act.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 March 2019. The nominal expiry date of the Agreement is 28 February 2021.



COMMISSIONER

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Annexure A



30 January 2019

Commissioner Johns
Fair Work Commission
Level 10, Terrace Tower
80 William Street
EAST SYDNEY NSW 2011

Dear Commissioner Johns

**IRT Enterprise Agreement 2018 (AG2018/2823)
Undertakings under section 190, Fair Work Act 2009**

Set out below are undertakings of Illawarra Retirement Trust (IRT) with respect to the *IRT Enterprise Agreement 2018 (Agreement)* pursuant to section 190 of the *Fair Work Act 2009*.

The undertakings utilise terms defined in the Agreement. Reference to a clause is a clause of the Agreement, unless otherwise stated.

Undertakings

- 1 In circumstances where an At-Home Care Worker supervises a client in excursion activities as provided by clause 25.9 of the *Social, Community, Home Care and Disability Services Industry Award 2010*, IRT will apply the terms of clause 25.9 of the *Social, Community, Home Care and Disability Services Industry Award 2010* to that Employee.
- 2 IRT will pay Employees engaged as trainees minimum rates of pay in accordance with Schedule E of the *Miscellaneous Award 2010* plus 5% rather than the rates of pay set out in Schedule B of the Agreement.
- 3 Employees will not be required to work a shift which exceeds 10 ordinary hours.
- 4 Despite clause 20.3(b), IRT will pay any casual Employee who is otherwise covered by the *Health Professionals and Support Services Award 2010* a minimum payment of three hours for each shift in respect of ordinary hours of work.
- 5 An Employee working a broken shift in accordance with clause 20.5 will be entitled to a shift penalty for actual hours worked if satisfying the requirements of clause 24.1.
- 6 In circumstances where an Employee is working a broken shift that starts before 10:00am but ends after 8:00pm, the Employee will be entitled to a shift penalty of 10% for actual hours worked on that shift.
- 7 For the purpose of clause 21.3(a), affected part-time and full-time Employees shall also be entitled to receive payment for their guaranteed minimum hours in that pay period if notified of a cancellation by an At-Home Care customer after 5:00pm for a service that was scheduled to be provided the next day.

- 8 Notwithstanding clause 21.4, IRT will not implement a pilot roster project.
- 9 Notwithstanding clause 23.2(a), if an Employee who would otherwise be covered by the *Aged Care Award 2010* works overtime on a Saturday, that Employee will be paid at the rate of double time for all such overtime.
- 10 For an Employee who would otherwise be covered by the *Health Professionals and Support Services Award 2010*, on the termination of such an Employee's employment in circumstances where the Employee has not been able to take time off in lieu of overtime that has been accrued, IRT will pay it out to the Employee at the applicable overtime rate based on the rates of pay applying at the time payment is made.
- 11 With respect to casual and part-time Employees who would otherwise be covered by either the *Health Professionals and Support Services Award 2010* or the *Nurses Award 2010*, despite what is stated in clause 24.3, such Employees shall only be entitled to the additional rates in accordance with clauses 24.1 and 24.2 where their shifts commence before 6:00am or finish subsequent to 6:00pm.
- 12 With respect to casual Employees who would otherwise be covered by the *Health Professionals and Support Services Award 2010* only, despite what is stated in clause 24.4(a), such Employees will be paid at time and three quarters for work between 12:00am on Saturday and 12:00am on Sunday.
- 13 Notwithstanding clause 25.3, an Employee who is absent from work on a public holiday after agreeing to work that public holiday, will still be entitled to payment for the public holiday at ordinary rates irrespective of the reason for the absence.
- 14 Notwithstanding clause 19.5(b) of the Agreement, a Live-In Housekeeper will be paid in accordance with clause 25.8(c) of the *Social, Community, Home Care and Disability Services Industry Award 2010*.
- 15 If a part-time Employee is to be rostered on a sleepover in accordance with clause 27.4, the Employee will be paid for all time worked on the sleepover either:
- (a) in accordance with clause 27.4(b)(vii)(b); or
 - (b) at overtime rates,
- whichever is higher.
- 16 With respect to Employees who are otherwise covered by the *Aged Care Award 2010*, the *Health Professionals and Support Services Award 2010* or the *Social, Community, Home Care and Disability Services Industry Award 2010*, notwithstanding clause 27.8 in its entirety, if any such Employee is engaged in duties carrying a higher rate of pay than the classification under the Agreement in which they are ordinarily employed in any one day or shift they will be paid at the higher rate for:
- (a) the time so worked for two hours or less; or
 - (b) a full day or shift where the time so worked exceeds two hours.
- 17 With respect to Employees who are otherwise covered by the *Nurses Award 2010*, notwithstanding clause 27.8 in its entirety, if any such Employee is required to relieve another Employee in a higher classification under the Agreement than the one in which they are ordinarily employed for three days or more, they will be paid at the higher classification rate for that period of relieving.

- 18 With respect to clause 28.4(d)(iii), in directing an Employee to take extensive accumulated annual leave, IRT will ensure that the Employee has at least six weeks' accrued annual leave left.
- 19 Notwithstanding clause 32.2(e), IRT will treat former spouses or de facto partners as a 'partner' for the purpose of clause 32.2(d) irrespective of whether they are the father of the child or not.
- 20 In relation to clause 46, if an Employee is required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative outside the Employee's ordinary hours of work, the Employee will be paid overtime (if applicable) for such hours spent attending the meeting in accordance with clause 23 (or be able to take time off in lieu of overtime in accordance with clause 23.7).
- 21 If an Employee is required to attend training in accordance with clause 47.1(d) outside the Employee's normal rostered working hours, notwithstanding clause 47.1(d)(iii), the Employee will be paid overtime (if applicable) in accordance with clause 23 (or be able to take time off in lieu of overtime in accordance with clause 23.7) or be provided with applicable penalties as per clause 24 – Shift and Weekend Work for the period of the training.
- 22 In addition to the provisions of clause 51.3(a), if a victim of Family or Domestic Violence exhausts the leave entitlements provided by clause 51.3(a)(i) to (iii) or does not wish to utilise the ability to take Personal/Carer's Leave in accordance with clause 51.3(a)(ii) or Annual Leave in accordance with clause 51.3(a)(iii), that Employee will be entitled to take unpaid Family and Domestic Violence leave of up to five days per calendar year.
- 23 With respect to any Employee classified as an Administration Employee Junior 20 years, IRT will pay such an Employee a base rate of pay at least 2% higher than the minimum rate of pay for the corresponding classification under *Health Professionals and Support Services Award 2010*.
- 24 With respect to any Social Welfare Worker Level 1 working in the Australian Capital Territory, IRT will pay such an Employee a base rate of pay the higher of either:
- (c) the applicable rate of pay set out in Schedule B of the Agreement; or
 - (d) the applicable rate of pay for the classification of Community Services Worker, Level 2, Pay Point 4 under the pre-reform *Social and Community Services (ACT) Award 1995* plus 2%,
- at any particular point in time.
- 25 (e) When a casual Employee working in one of the Agreement classifications set out in (b) below is working on a Saturday or Sunday, that casual Employee will be paid the higher of either:
- (i) the hourly rate determined in accordance with clause 19.2(b) of the Agreement, having regard to clause 24 of the Agreement, based on the applicable rate of pay set out in Schedule B of the Agreement; or
 - (ii) the hourly rate determined in accordance with clauses 10.4(d) and 26.1 of the *Nurses Award 2010* for Saturday work and clauses 10.4(d) and 26.2 of the *Nurses Award 2010* for Sunday work, based on the applicable rate of pay for the Employee's comparable classification under the *Nurses Award 2010*.

- (f) The Agreement classifications to which (a) above applies (including each such classification's comparable classification under the *Nurses Award 2010*) are:
- (i) Assistant in Nursing – 1st year (comparable to Nursing Assistant – 1st year under the *Nurses Award 2010*);
 - (ii) Assistant in Nursing – 2nd year (comparable to Nursing Assistant – 2nd year under the *Nurses Award 2010*);
 - (iii) Assistant in Nursing – 3rd year (comparable to Nursing Assistant – 3rd year and thereafter under the *Nurses Award 2010*);
 - (iv) Assistant in Nursing – Thereafter (comparable to Nursing Assistant – 3rd year and thereafter under the *Nurses Award 2010*);
 - (v) Student Enrolled Nurse – 1st year (comparable to Student Enrolled Nurse – 21 years of age and over under the *Nurses Award 2010*);
 - (vi) Student Enrolled Nurse – 2nd year (comparable to Student Enrolled Nurse – 21 years of age and over under the *Nurses Award 2010*); and
 - (vii) Student Enrolled Nurse – 3rd year (comparable to Student Enrolled Nurse – 21 years of age and over under the *Nurses Award 2010*).

Signed for and on behalf of Illawarra Retirement Trust



Patrick Reid

Chief Executive Officer



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

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

IRT Enterprise Agreement 2018

IRT Group, NSWNMA, ANMF NSW Branch, ANMF ACT Branch and
HSU NSW Branch

June 2018

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PART 1

INFORMATION ABOUT THE AGREEMENT

PART 1

INFORMATION ABOUT THE AGREEMENT

1. INTRODUCTION

1

- 1.1 This Agreement is an enterprise agreement made under section 172 of the Act.
- 1.2 IRT will take the necessary steps to apply to the Commission in order to seek the Commission's approval of this Agreement under section 186 of the Act.
- 1.3 IRT will notify all the Unions when the Agreement is approved by the Commission under section 186 of the Act in order to enable the Unions to apply under section 183 of the Act to be covered by this Agreement.
- 1.4 It is intended that the Unions will be covered by this Agreement.

2. TITLE

2

This Agreement shall be known as the IRT Enterprise Agreement 2018.

3. PURPOSE

3

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

4. OBJECTIVES

4

- 4.1 The aim of this Agreement is to help IRT Group achieve its objectives, established in its Operating Business Plans FY18 – FY20+, and to improve the lives of older people.
- 4.2 IRT recognises the importance of investing in its employees and through this Agreement, aims to support IRT as an employer of choice by:
 - (a) Supporting a values driven culture that promotes accountability, empowerment, customer centricity and innovation;
 - (b) Maintain and promote a safe and healthy working environment; and
 - (c) Support a sustainable, solution-orientated social impact organisation that advocates for older Australians.

5. PARTIES COVERED

5

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

- (a) IRT;
- (b) All Employees;

- (c) The HSU New South Wales Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement;
- (d) The New South Wales Nurses and Midwives' Association subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement;
- (e) The Australian Nursing and Midwifery Federation - Australian Capital Territory Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement; and
- (f) The Australian Nursing and Midwifery Federation – New South Wales Branch subject to successfully applying to the Commission under section 183 of the Act to be covered by this Agreement.

6

6. COMMENCEMENT

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

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7. EXPIRY

The nominal expiry date of this Agreement is 28 February 2021.

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

8

8. DEFINITIONS

For the purposes of this Agreement:

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

Agreement means agreement between IRT and Employees as recorded in this document.

AIN means an Assistant in Nursing.

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

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

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Child includes the following:

- (a) An adopted child;
- (b) A stepchild;
- (c) An ex-nuptial child;
- (d) An adult child; and
- (e) A foster child.

De facto partner means:

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

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

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

Commission means the Fair Work Commission.

Immediate family means:

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

IRT means Illawarra Retirement Trust ACN 000 726 536.

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

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

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

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

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

9

9. OPERATION

This Agreement replaces the IRT Enterprise Agreement 2015 (AG2015/4299) 2012 (Agreement ID AE890726) and shall operate to the exclusion of the following awards to the fullest extent permitted by the Act:

- (a) Aged Care Award 2010 [MA000018];
- (b) Health Professionals and Support Services Award 2010 [MA000027];
- (c) Nurses Award 2010 [MA000034]; and
- (d) Social, Community, Home Care and Disability Services Industry Award 2010 [MA000100].

10

10. AGREEMENT FLEXIBILITY

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

- (a) The agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances; or
 - (iv) leave loading;
- (b) The arrangement meets the genuine needs of IRT and the Employee in relation to one or more of the matters mentioned in sub-clause 10.1(a); and
- (c) The arrangement is genuinely agreed to by IRT and the Employee.

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

- (a) Are about permitted matters under section 172 of the Act;
- (b) Are not unlawful terms under section 194 of the Act; and
- (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.

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

- (a) Be in writing, name the parties to it and be signed by IRT and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (b) State each term of this Agreement that IRT and the Employee have agreed to vary;

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INFORMATION ABOUT THE AGREEMENT

- (c) Detail how the application of each term of this Agreement has been varied by the individual flexibility arrangement;
- (d) Detail how the individual flexibility arrangement results in the Employee being better off overall in relation to the Employee's terms and conditions of employment; and
- (e) State the date the individual flexibility arrangement commences to operate.

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

10.5 An individual flexibility arrangement may be terminated:

- (a) By either IRT or the Employee giving 28 days' written notice of termination to the other party; or
- (b) At any time, by written agreement between IRT and the Employee.

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

11. NATIONAL EMPLOYMENT STANDARDS

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

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

12. NO EXTRA CLAIMS

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

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

12.3 Where any disagreement or dispute arises, the parties shall follow the Dispute Settlement Procedure set out in clause 52 – Dispute Resolution Procedure of this Agreement.

11

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INFORMATION ABOUT THE AGREEMENT

13. RELATIONSHIP TO POLICIES, PROCEDURES AND GUIDELINES

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

14. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, any copyright, patents, designs, trademarks, confidential information, know-how and trade secrets ("**Intellectual Property**"), created, developed or modified by an Employee as a result of or in connection with the Employee's employment with IRT, belongs to IRT. An Employee must execute all documents and do all acts and things reasonably required of an Employee by IRT in relation to any Intellectual Property.

15. AVAILABILITY OF AGREEMENT

IRT must ensure that this Agreement and information about the NES are available to all Employees.

16. A DISCRIMINATION AND HARASSMENT FREE WORK ENVIRONMENT

- 16.1 IRT aims to ensure that its employees are able to work in a positive and supportive environment that is free of unlawful discrimination (including harassment and bullying).
- 16.2 The parties covered by this Agreement aim to take all necessary steps to achieve and maintain a safe and healthy work environment, free from unlawful discrimination (including harassment and bullying).
- 16.3 The Employees will behave in a professional manner in carrying out their duties and will treat colleagues, supervisors and others in the workplace with courtesy, dignity and respect at all times.

17. WORK HEALTH AND SAFETY

- 17.1 All Employees must work in a safe manner.
- 17.2 All Employees must cooperate with IRT in ensuring the health and safety of all employees, contractors, volunteers and visitors at the workplace. This means adhering to any safety policy, procedure, guideline, legislation or reasonable instruction issued by a manager or supervisor.
- 17.3 All Employees must ensure that all equipment appropriate for the task is used, and tasks are undertaken in accordance with training or instruction that has been provided.
- 17.4 All Employees are required to report, any incident, accident, unsafe act or conditions immediately to their supervisor. Failure to do so may result in disciplinary action.

PART 2

EMPLOYEE ENGAGEMENT

18. EMPLOYEE ENGAGEMENT

18.1 Probationary Period

- (a) An Employee (other than a casual Employee) will be on probation for the first three months of the Employee's employment with IRT for the purpose of determining the Employee's suitability for ongoing employment.
- (b) At any time during the probationary period, IRT or the Employee can terminate the employment by providing written notice in accordance with clause 39 – Termination of Employment.

18.2 Full-Time Employees

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

18.3 Part-Time Employees

- (a) A part-time Employee is an Employee who is engaged on an ongoing basis to work less than an average of 38 ordinary hours per week and whose hours are reasonably predictable.
- (b) Before commencing part-time employment, IRT and the Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which apply to these hours. IRT rosters are in accordance with clause 21 – Rosters.
- (c) Reasonable additional hours may be worked in accordance with clause 20 – Hours.
- (d) **Review of Part-time Hours:**
 - (i) The guaranteed minimum number of hours of part-time Employees will be reviewed annually. IRT and a part-time Employee may agree in writing to change the part-time Employee's guaranteed minimum number of hours having regard to the work preferences of the part-time Employee and / or if the part-time Employee has been regularly working more than his or her guaranteed minimum number of hours.
 - (ii) The hours worked by the part-time Employee in the following, temporary circumstances will not be considered as justifying a change in guaranteed minimum number of hours:
 - a. other Employees being absent on leave (for example, annual leave, long service leave, parental leave or workers compensation); or
 - b. if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or customer.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in sub-clause 18.3(d) should reflect roster requirements.

18.4 Casual Employees

(a) A casual Employee is one engaged and employed as such on an hourly, ad hoc basis.

(b) Casual Conversion

- (i) A casual Employee who has been rostered to work on a regular and systematic basis over a period of 26 weeks has the right to request that he or she be converted to ongoing employment as a:
 - a. a full-time Employee where the Employee has worked an average of 38 ordinary hours per week throughout the period of casual employment; or
 - b. a part-time Employee where the Employee has worked an average of less than 38 ordinary hours per week throughout the period of casual employment. Such a contract of employment would generally be on the basis of the same number of ordinary hours that the Employee worked on average as a casual Employee excluding hours where the Employee has covered absences of permanent Employees expected to return to work. The hours must fit within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between IRT and the Employee.
- (ii) IRT will not unreasonably withhold agreement to a request in accordance with sub-clause 18.4(b)(i).
- (iii) Casual conversion will not apply where a casual Employee has covered absences of permanent Employees who are expected to return to work.

18.5 Apprentices

- (a) Apprentice means an Employee who is bound by a contract of training, registered with the appropriate State or Territory training authority.
- (b) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.
- (c) Adult apprentices are apprentices who are aged 21 years and over at the time of commencing their apprenticeship.

18.6 Trainees

Trainees shall be employed in accordance with the provisions set out in the Aged Care Award 2010.

18.7 Recognition of Service and Experience

- (a) From when an Employee commences employment with IRT, he or she has three months in which to provide appropriate documentary evidence to IRT (as confirmed by IRT's People and Culture department) detailing any other relevant service or experience.

- (b) Until such time as the Employee provides the documentation referred to in sub-clause 18.7(a), IRT shall pay the Employee at the level for which appropriate evidence of relevant service and experience has been provided.
- (c) If, within three months of commencing employment, an Employee does provide appropriate documentary evidence to IRT (as confirmed by IRT's People and Culture department) of previous relevant service or experience, IRT shall pay (if approved by relevant manager) the Employee at the appropriate rate for such service and/or experience from the date the Employee commenced employment with IRT.
- (d) If an Employee provides IRT appropriate documentary evidence (as confirmed by IRT's People and Culture department) more than three months after the Employee commenced employment, IRT shall pay (if approved by relevant manager) the Employee at the appropriate rate from the first full pay period commencing on or after the date on which such evidence was provided.
- (e) An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date, must provide appropriate documentary evidence to IRT (as confirmed by IRT's People and Culture department) of that entitlement within three months of that entitlement arising. If such evidence is provided, the Employee shall (if approved by relevant manager) be paid at the higher rate from the date they were entitled to progress to the next year of service or experience. If the evidence is provided more than three months after that entitlement arose, the Employee shall be paid at the higher rate only from the first full pay period commencing on or after the date on which such evidence was provided.
- (f) For the purpose of yearly progression based on service and experience, a 'year' is 1976 hours worked in a suitable role.

18.8 Re-grading of Employee Classification

- (a) Where the nature of the work undertaken by an Employee changes (as directed by their immediate manager) such that the Employee considers that the majority of the work regularly performed is work of a type normally associated with a higher classification, the Employee may apply to have their position reclassified to the higher classification.
- (b) An application for re-grading by an Employee must be made in writing to his or her immediate manager.
- (c) IRT must respond to the request in writing within three weeks, indicating whether the application is approved or denied. Where denied, the response must provide reasons.
- (d) Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
 - (ii) are permanent or temporary; and/or

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

18.9 National Police History Check

- (a) All Employees are required to undergo a National Police History Check upon commencing employment with IRT and at intervals of every three years' of service with IRT. Employees should also have regard to IRT's National Police History Checks for Employees, Volunteers, Students & Contractors Policy, as varied from time to time.
- (b) IRT will pay the cost of conducting National Police History Checks for Employees.
- (c) If there are 'disclosable outcomes' identified in a National Police History Check for an Employee, IRT will investigate in order to determine the appropriate course of action to take. Such action could include the termination of the Employee's employment.
- (d) An Employee is required to notify their immediate manager/supervisor of any charges/convictions or offences that may arise after a National Police History Check has been conducted which may affect the Employee's ability to work for IRT.

19. PAY AND PAYMENT

19.1 Full-Time and Part-Time Employees

- (a) Each full-time and part-time Employee will be paid the base rate of pay for his or her appropriate Employment Classification in accordance with Table 1 of Schedule B to this Agreement, except an AIN will be paid in accordance with the appropriate base rate of pay set out in Table 1 of Schedule B or 3.5% higher than the applicable AIN transitional rates, whichever is the greater.

[Note: the base rate of pay for Nurses in Table 1 of Schedule B is inclusive of a buy-out of one week's annual leave for all nursing classifications (which equates to 1.92% of the base rate of pay).]

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

19.2 Casual Employees

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

- (b) When a casual Employee is entitled to:
- (i) be paid penalty rates for working on a weekend in accordance with clause 24 – Shift and Weekend Work or for working on a public holiday in accordance with clause 25 – Public Holidays, such penalty rates are taken to include, and not be in addition to, the casual loading provided by sub-clause 19.2(a);

[Example: If a casual Employee works ordinary hours during a day shift on a Friday, he or she will be paid the appropriate base rate of pay in accordance with Table 1 of Schedule B for his or her appropriate Employment Classification plus the casual loading of 25%. If a casual Employee works on a Saturday, Sunday or Public Holiday, he or she will be paid the relevant penalty rate as provided by either clause 24 or clause 25, but will not also be paid the casual loading.]
 - (ii) be paid overtime rates in accordance with clause 23 – Overtime, such overtime rates are taken to include, and not be in addition to, the casual loading provided by sub-clause 19.2(a).

[Example: If a casual Employee works 11 shifts in a fortnightly pay period, and the eleventh shift falls on a Monday, he or she will be entitled to be paid time and a half of the base rate of pay for the first two hours of that shift and double time of the base rate of pay thereafter until the conclusion of the shift, but shall not receive a casual loading of 25% for any hours worked on that shift.]
- (c) When working shift work in accordance with sub-clause 24.1 (and subject to sub-clause 24.3), casual Employees will be entitled to both the applicable shift penalty and casual loading, provided that both will be calculated based on the applicable base rate of pay (that is, they are not cumulative on each other).
- (d) A casual Employee's entitlement to long service leave is regulated by applicable legislation (for example, currently the *Long Service Leave Act 1955* (NSW) for Employees in New South Wales, the *Long Service Leave Act 1976* (ACT) for Employees in the Australian Capital Territory and the *Industrial Relations Act 1999* (Qld) for Employees in Queensland).

19.3 Apprentices

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

19.4 Trainees

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

19.5 Live-In Housekeepers

- (a) Live-In Housekeeper – shall mean an At-Home Care employee who lives at a customer's premises for a period of 24 hours or more.

- (b) The rate of pay for Live-In Housekeepers are set out as daily rates of pay in Table 1 of Schedule B to this Agreement, with:
 - (i) an At-Home Care Employee grade 1 being paid as a Live-In Housekeeper grade 1;
 - (ii) an At-Home Care Employee grade 2 being paid as a Live-In Housekeeper grade 2; and
 - (iii) an At-Home Care Employee grade 3 being paid as a Live-In Housekeeper grade 3.
- (c) With regard to Live-In Housekeepers, the terms and conditions of this clause shall be in substitution for and not cumulative upon the entitlements in the following clauses of this Agreement: clause 20 – Hours; clause 23– Overtime; clause 24– Shift and Weekend Work; clause 25– Public Holidays.
- (d) When required to live at a customer's premises, Live-In Housekeepers shall be provided with full board and lodging free of charge.
- (e) A Live-In Housekeeper shall, after each five consecutive days of duty, be entitled to two consecutive days off provided that:
 - (i) subject to sub-clause 19.5(e)(ii), such consecutive days off may accumulate to a maximum of six and in any case must be taken at the conclusion of such service;
 - (ii) where it is agreed between IRT and the Live-In Housekeeper that under such circumstances the days of duty should continue for more than five consecutive days, such consecutive days off may accumulate to a maximum of eight, which must be taken at the conclusion of such service; and
 - (iii) the Live-In Housekeeper shall continue to receive the normal weekly wage during such days off.

19.6 **Payment of Wages**

- (a) Wages shall be paid fortnightly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into a bank or other financial institution, as nominated, held in the name of the Employee. Wages shall be deposited by IRT in sufficient time to ensure that wages are available for withdrawal by Employees by the close of business on Friday of each pay week. Where the wages are not available to the Employee by such time due to circumstances beyond IRT's control, IRT shall not be held accountable for such delay.
- (c) Where the services of an Employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice on the next scheduled pay day. Prior to termination pay being paid, any property of IRT (including, but not limited to, uniforms) must be returned; otherwise the cost of these items will be deducted by IRT from the termination pay.

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

19.7 Particulars of Wages

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

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20. HOURS

20.1 Arrangements of Hours

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week.
- (b) The ordinary hours of work for a day worker will be worked between 6.00am and 6.00pm, Monday to Friday. Such ordinary hours of work may be arranged as follows:
 - (i) up to 152 hours in a 28-calendar day cycle to be arranged so that each Employee shall not work ordinary hours on more than 19 days in the 28-calendar day cycle;
 - (ii) up to 76 hours in a fortnight to be arranged so that each Employee shall not work his or her ordinary hours on more than 10 days in the fortnight; or
 - (iii) as otherwise agreed in writing between IRT and the Employee.
- (c) Each Employee shall be entitled to not less than four full days in each fortnight free from duty, or by agreement, two full days in each week free from duty (**rostered days off**). Every effort shall be made for such rostered days off to be taken in consecutive two day periods, unless otherwise agreed.
- (d) Each shift shall consist of no more than 10 ordinary hours of work (not including unpaid breaks) provided that an Employee shall not work more than seven consecutive shifts unless the Employee so requests and IRT agrees.
- (e) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as time worked by each Employee.
- (f) Director of Nursing
 - (i) a Director of Nursing shall be free from duty for not less than nine days in each 28 consecutive days and such days free from duty may be taken in one or more periods.

- (ii) if any of the 'free from duty' days provided by sub-clause 20.1(f)(i) cannot be taken during the 28 consecutive day period in which they arise by reason of emergency, such untaken 'free from duty' day or days shall be taken within the next 28 consecutive day period.
- (iii) a Director of Nursing shall, where practicable, inform IRT by giving not less than seven days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of IRT (which approval shall not be unreasonably withheld).
- (iv) sub-clauses 20.1(c) and (d) do not apply to Directors of Nursing.
- (g) Where there is a change of shift at a facility or a section of a facility involving Employees who are Registered Nurses, IRT will seek to ensure there is provision for a handover between the Registered Nurses ending their shift and the Registered Nurses starting their shift in order to allow those Registered Nurses starting their shifts to be updated on the health status of residents.

20.2 Reasonable Additional Hours

- (a) All hours worked in excess of an average of 38 ordinary hours per week (or beyond the guaranteed minimum number of ordinary hours for a part-time Employee) are considered to be additional hours. From time to time, Employees may be required to work a reasonable amount of additional hours. All additional hours worked will be paid in accordance with this Agreement.
- (b) An Employee may not be required to work additional hours in circumstances where the working of additional hours would result in the Employee working hours which are unreasonable having regard to relevant matters provided by section 62 of the Act, namely:
 - (i) any risk to the Employee's health and safety from working the additional hours;
 - (ii) the Employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the Employee is employed;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by IRT of any request or requirement to work the additional hours; any notice given by the Employee of his or her intention to refuse to work the additional hours [**Note:** *the work preferences of part-time Employees will be gauged each year in regard to extra shift availability and preferences. Attempts will be made to offer extra shifts in accordance with preferences*];
 - (vi) the usual patterns of work in the aged care industry;
 - (vii) the nature of the Employee's role, and the Employee's level of responsibility; and
 - (viii) any other relevant matter.

20.3 Minimum Engagement

The following minimum engagement will apply to employees, except with respect to: clause 38 - Disciplinary Matters, clause 46 - Attendance at Meetings and clause 47 - Training:

- (a) Full-time employees shall receive a minimum payment of four hours for each shift in respect of ordinary hours of work;
- (b) Subject to 20.1, part-time and casual employees shall receive a minimum payment of two hours for each shift in respect of ordinary hours of work; and

20.4 Allocated Days Off

- (a) A full-time Employee whose ordinary hours of work are arranged in accordance with sub-clause 20.1(b)(i) or 20.1(b)(ii) shall be entitled to an allocated day off (**ADO**) in each cycle of 28 days or 35 days respectively as the case may be. The ordinary hours of work on each day worked by a full-time Employee shall be arranged to include 0.4 of an hour for each eight hour shift worked and 0.5 of an hour for each 10 hour shift worked to accumulate towards an ADO.
- (b) The timing of when an Employee is able to take an ADO he or she has earned 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 20.1(c) and 20.1(d)), provided that ADOs shall not be rostered on a public holiday.
- (c) Where IRT and an Employee agree, up to five of the Employee's ADOs may be accumulated and taken in conjunction with the Employee's annual leave or at another agreed time.
- (d) No time towards an ADO shall accumulate during periods when the Employee is absent on workers' compensation, parental leave (paid or unpaid), long service leave, annual leave or any period of unpaid leave.
- (e) Credit towards an ADO shall continue to accumulate while an Employee is on paid personal/carers' leave. Where an ADO duly falls during a period of personal/carers' leave, the Employee's available personal/carers' leave shall not be debited for that day.
- (f) An Employee entitled to ADOs shall continue to accrue credit towards ADOs in respect of each day those Employees are absent in accordance with clause 25 – Public Holidays.
- (g) An Employee will be paid for any accumulated and untaken ADOs, at the Employee's ordinary pay, on the termination of his or her employment for any reason.

20.5 Broken Shifts

- (a) Where a broken shift is worked by an Employee, the Employee shall receive an allowance equivalent to half an hour of their ordinary pay for each time such a shift is broken.
- (b) For the purposes of this sub-clause 20.5, a “broken shift” means a single shift worked by the Employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours. The broken shift allowance is paid for each break.

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

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

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

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

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

the employee will be entitled to two broken shift allowance.]

[Example 3: with regard a particular day on which an Employee:

- starts work at 6:30am;
- stops work at 8:30am;
- resumes work at 5:00pm; and
- finishes work at 9:00pm,

given the break from 8:30am to 5:00pm was more than eight hours, the work performed that day by the Employee was not considered a broken shift (but rather two distinct shifts), in which case the Employee is not entitled to a broken shift allowance for that day.]

- (c) An Employee may agree to work broken shifts at any time for any duration; however, an Employee may be required by IRT to work broken shifts in the following circumstances:
- (i) because of At-Home Care roster arrangements; or
- (ii) in an emergency (to meet operational needs) – including to cover the absence of other Employees.

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

- (d) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (e) Payment for a broken shift shall be at the Employee's ordinary pay with penalty rates and shift allowances in accordance with clause 24 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (f) All work performed beyond the maximum span of 12 hours for a broken shift shall be paid in accordance with clause 23 - Overtime.

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21. ROSTERS

- 21.1 (a) IRT shall ensure that the Employees' roster is accessible at all times, including:
 - (i) the ordinary hours of work for each Employee working at or from that workplace;
 - (ii) each sleepover; and
 - (iii) ADOs (where applicable).
 - (b) A roster shall be displayed at least two weeks before the commencing date of the first working period in that roster, subject to any change that may need to be made to the roster. The roster shall include start and finish times.
 - (c) As well as a roster displayed in accordance with sub-clauses 21.1(a) and (b), IRT may elect to use alternate means of communicating the roster (and changes to the roster) to Employees, such as telephone communication, direct contact, emails, telephone text messaging, mail, computerised rostering system or facsimile.
 - (d) IRT is not required to display any roster for casual or relieving Employees.
- 21.2 (a) A roster may be altered at any time so as to enable the service of IRT to be carried on, such as where another Employee is absent from duty on account of illness or in an emergency. Where such alteration involves a full-time Employee working on a day which would have been his or her rostered day off, such Employee may elect to be paid at overtime rates or have a day off in lieu at a time convenient for both IRT and the Employee.
 - (b) Sub-clause (a) shall not apply where the only change to a roster relates to a part-time Employee who agrees to work extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight, as the case may be.

21.3 Customer Cancellation

- (a) Where an At-Home Care customer cancels for reasons other than those outlined in sub-clause 21.3(b), affected part-time or full-time Employees (if notified less than 24 hours) shall be entitled to receive payment for their guaranteed minimum hours in that pay period. IRT may direct the Employee to make-up time equivalent to the cancelled time, in that same pay period. This time may be made up working with other In-Home Care customers or otherwise in a residential aged care facility. The reallocated work will be consistent with the Employees' experience, skills, abilities and classification.
- (b) Where IRT is unable to meet the guaranteed minimum number of hours of an affected part-time or full-time Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (i) work shall be re-allocated from casual Employees to the part-time or full-time Employee;
 - (ii) hours shall be reallocated from another Employee who is working hours additional to their guaranteed hours;
 - (iii) where the Employee agrees, the Employee may have access to annual or long service leave; and
 - (iv) the Employee may be stood down by IRT in accordance with section 524 of the Act.
- (c) Notwithstanding the provisions in sub-clauses 21.3(b)(i) to (b)(iv) inclusive, if after six weeks – or earlier if by mutual agreement – IRT is unable to provide the guaranteed minimum number of hours, IRT may initiate redundancy proceedings in accordance with clause 41 – Redundancy.
- (d) Nothing in this clause shall prohibit an affected Employee and IRT reaching agreement as to a period of authorised unpaid leave.

21.4 Pilot Roster

Notwithstanding any other provisions of this Agreement, Pilot Roster Projects for the purposes of trialing flexible roster practices may be implemented on the following basis:

- (a) The terms of the pilot roster shall be agreed in writing between IRT and the relevant Union, nominated employee representative, consultative team or Employees working in a particular Care Centre/Service. Provided that the Employees and any representative of the Employees shall not unreasonably refuse to agree to, or unreasonably delay in responding to a Pilot Roster Project proposed by IRT. Provided further that where a pilot roster project is proposed by the Employees and

IRT does not agree to introduce a Pilot Roster Project in the terms proposed, IRT shall provide its reasons in writing to the Employees concerned.

- (b) The terms of a pilot roster shall include:
 - (i) the duration of the project;
 - (ii) the conditions of the project;
 - (iii) the provisions of this Agreement affected by the implementation of the project;
 - (iv) review mechanisms to assess the effectiveness of the project.
- (c) While a Pilot Roster Project is being conducted, IRT shall not be deemed to be in breach of this Agreement if operating in accordance with such terms of the project (provided that the project otherwise complies with this sub-clause 21.4); and
- (d) The following provisions shall apply to any pilot 12 hour shift systems that is sought to be introduced as a Pilot Roster Project:
 - (i) participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for Employees who do not agree to participate in a 12 hour shift system;
 - (ii) either:
 - a. the ordinary hours of work for each full-time Employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hours shifts. The ordinary guaranteed hours of work for each part-time Employee shall be balanced over a six week period with the hours of work for part-time Employees being performed on either 12, 10 or eight hour shifts as agreed between the Employee and IRT;
 - or
 - b. the ordinary hours of work for each full-time Employee shall be 152 hours balanced over a four week period. The ordinary hours shall be worked as 12 x 12 hours shifts and one 8 hour shift over the four week period. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period with the hours of work for part-time Employees being performed on either 12, 10 or eight hour shifts as agreed between the Employee and IRT;
 - (iii) payment for ordinary hours worked by full-time Employees shall be 76 hours per pay period at the appropriate hourly rate for each Employee. Payment for part-time Employees will be the actual number of hours worked in each pay period;
 - (iv) a shift shall have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and two 15 minute paid tea breaks;

- (v) the maximum number of shifts on consecutive days shall be three, except that an employee maybe rostered for shifts on four consecutive days once in each six week cycle worked in accordance with sub-clause 21.4(ii)a;
- (vi) an Employees shall not be rostered on single days off unless it is at the request of the Employee on special occasions;
- (vii) the minimum break for an Employee between shifts will be 11.5 hours;
- (viii) no overtime shall be worked in conjunction with a 12 hour shift;
- (ix) any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift;
- (x) an Employee shall have the right to withdraw from the 12 hour shift system. An Employee wishing to withdraw shall provide a period of notice of at least four weeks; and
- (xi) where a 12 hour shift system is in place, IRT shall be entitled to consider whether continuation of the system in that ward, section, unit or operational area remains appropriate. Where IRT determines after consultation with effected Employees to cease a 12 hour shift system, three months' notice of the intended cessation shall be given to Employees unless the duration of the project is due to end in less than three months in any case.

22. BREAKS

- 22.1 Two separate 10-minute tea breaks (in addition to meal breaks) shall be allowed for each Employee on duty during each ordinary shift of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, Employees shall be allowed one 10-minute tea break within each four hour period worked. These tea breaks must be taken during the shift and cannot be taken at the end of the shift. Subject to agreement between IRT and an Employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break. Such tea break(s) shall count as working time.
- 22.2 (a) Employees shall not be required to work more than five (5) hours without a meal break. Such meal break shall be a minimum of 30 minutes (up to 60 minutes) duration in accordance with the roster and shall not count as time worked.
- (b) Where an In-Home Care Employee is required by IRT to have a meal with a customer or customers as part of the customer program in accordance with the roster, they will be paid for the duration of the meal period at ordinary pay, and clause 22.2(a) does not apply.
- (c) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a Live-In Housekeeper, IRT shall reimburse such reasonable amounts for same in accordance with the ATO Guidelines, upon proof of expenditure.

- 22.3 Notwithstanding the provisions of sub-clause 22.2, an Employee required to work shifts in excess of 10 hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between IRT and the Employee.
- 22.4 An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another. By mutual agreement the 10 hour break may be reduced to eight hours.

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23. OVERTIME

23.1 Overtime is paid in the following circumstances:

- (a) Where a full-time Employee works in excess of his or her ordinary hours.
- (b) Where a part-time Employee works in excess of:
 - (i) 10 hours in a shift;
 - (ii) 76 hours per fortnight, where employed by the fortnight;
 - (iii) 152 hours per four-weekly period, where employed on a four-weekly basis; or
 - (iv) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause 20.5(c)).
- (c) For a part time employee, all time worked in excess of their guaranteed hours (unless an agreement has been entered into between the part time employee and their employer) will be paid overtime at the rates prescribed in clause 23.2 and 23.3.
- (d) Where a casual Employee works in excess of:
 - (i) 10 hours in a shift;
 - (ii) 76 hours per fortnight; or
 - (iii) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause 20.5(c)).
- (e) Where an Employee has not been able to take all or part of their break between shifts as required by sub-clause 22.4.
- (f) Where an Employee works beyond the maximum span of 12 hours for a broken shift.

- 23.2 Overtime shall be paid in accordance with the following, calculated on the Employee's base rate of pay:
- (a) Monday to Saturday – time and one half for up to two hours each day and double time thereafter;
 - (b) Sunday – double time;
 - (c) Public Holidays – double time and one-half; and
 - (d) All work performed beyond the maximum span of 12 hours for a broken shift – double time.

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

- 23.3 Overtime rates under this clause 23 will be in substitution for, and not cumulative upon, the shift and weekend penalties prescribed in clause 24 – Shift and Weekend Work and the casual loading in clause 19.2(a).

- 23.4 Where an Employee is due to commence his or her next shift without the minimum break prescribed by sub-clause 22.4, one of the following will apply:

- (a) The Employee will be excused from having to start the next shift without loss of pay until he or she has had the minimum break prescribed by sub-clause 22.4; or
- (b) If, at the request of IRT, the Employee works without their break, he or she shall be paid until he or she is 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.

23.5 Recalled to work

- (a) With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving IRT's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The four hour minimum payment only applies where overtime is payable for any of the work for which the Employee is recalled to perform. Provided that, except in unforeseen circumstances, an Employee shall not be required to work the full four hours if the tasks that he or she is recalled to perform are completed within a shorter period.
- (b) An Employee recalled to work overtime shall be reimbursed travel expenses incurred in respect of the recall to work.
- (c) Provided that where an Employee elects to use his or her own vehicle to return to work upon being recalled in accordance with sub-clause 23.55(a), the Employee shall be paid the per kilometre allowance set out in Item 1 of Table 3 of Schedule B to this Agreement.

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

- 23.7 In lieu of receiving payment for overtime in accordance with this clause, Employees may be compensated by way of time off in lieu of overtime by agreement on the following basis:
- (a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay. That is one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. Time off in lieu of overtime may only be taken within four months of it being accrued at a mutually agreed time;
 - (b) Where it is not possible for an Employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
 - (c) Employees cannot be compelled to take time off in lieu of overtime and IRT cannot be compelled to agree to provide the Employee with time off in lieu of overtime;
 - (d) IRT must maintain records of all time in lieu of overtime owing and taken by Employees; and
 - (e) Where no election is made, the Employee shall be paid overtime rates in accordance with this Agreement.

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24. SHIFT AND WEEKEND WORK

- 24.1 Employees shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered as follows:
- (a) 10% for afternoon shift commencing after 10:00am and before 1:00pm;
 - (b) 12.5% for afternoon shift commencing at or after 1:00pm and before 4:00pm;
 - (c) 15% for night shift commencing at or after 4:00pm and before 4:00am; or
 - (d) 10% for night shift commencing at or after 4:00am and before 6:00am.

The shift penalties above do not apply to any Directors of Nursing; Deputy Directors of Nursing and Assistant Directors of Nursing.

- 24.2 Subject to sub-clause 24.3, casual Employees will be entitled to both the appropriate shift penalty and the casual loading for working a shift in accordance with sub-clause 24.1, provided that each will be calculated with regard to the applicable base rate of pay and not be cumulative upon each other.
- 24.3 Notwithstanding sub-clauses 24.1 and 24.2, part-time and casual Employees shall only be entitled to the additional rates where their shifts commence before 6:00am or finish subsequent to 7:00pm.
- 24.4 Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) For work between 12:00am on Saturday 12:00am on Sunday - time and one half; and

- (b) For work between 12:00am on Sunday and 12:00am on Monday - time and three-quarters.

Shift penalties (sub-clause 24.1) and casual loading (sub-clause 19.2) do not apply on weekends.

25. PUBLIC HOLIDAYS

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

25.2 Subject to the provisions of this clause 25 – 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 place where the Employee is based for work purposes.

(a) Part Time Employees

- (i) a part time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work;
- (ii) a part time Employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
 - (a) payment of an additional sum equal to 150% for hours worked; or
 - (b) have the same number of hours worked added to their annual leave.
- (iii) the election in clause 25.2(b)(ii) will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of the employer;
- (iv) a part time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day; and
- (v) payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

25.3 Notwithstanding sub-clause 25.2, IRT may request an Employee to work on a public holiday. An Employee who, without the consent of IRT or without reasonable cause (such as personal/carer's leave), is absent from work on a public holiday after agreeing to work on that public holiday, is not entitled to any payment for such public holiday.

25.4 An Employee may refuse a request by IRT made in accordance with sub-clause 25.3 (and take the public holiday off) if the request is not reasonable or the refusal is reasonable. In determining whether a request or the refusal of a request is reasonable, the factors identified in section 114(4) of the Act are to be taken into account, provided that this Agreement expressly contemplates that IRT requires work to be performed by Employees on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by Employees, the type of employment (for example, whether full-time,

part-time, casual or shift work) and the nature of IRT's workplaces or enterprises (including its operational requirements) will require work on public holidays, or particular public holidays.

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

- (a) Each of 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), the Queen's Birthday, 25 December (Christmas Day) and 26 December (Boxing Day); and
- (b) Any other day, or part-day, declared or prescribed under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday (for example, Labour Day, Easter Saturday and Easter Sunday in New South Wales and Labour Day, Easter Saturday, Canberra Day and Family & Community Day in the Australian Capital Territory), other than a day or part-day that is excluded by the Regulations as counting as a public holiday.

25.6 Any day considered to be a public holiday in accordance with sub-clause 25.5 may be substituted for another day either:

- (a) If, under a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of sub-clause 25.5; or
- (b) Because IRT and an Employee agree,

in which case, the substituted day or part-day will be treated as the public holiday in lieu of the sub-clause 25.5 public holiday.

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

- (a) For a full-time Employee, double time and a half for all ordinary time worked. Alternatively, the full-time Employee may elect to be paid time and one half for all ordinary time worked and have the elected hours added to his or her annual leave balance, provided that such leave will not attract a payment in accordance with sub-clause 28.6 (including if paid out on termination of employment);
- (b) For a part-time Employee, double time and a half for all time worked on a public holiday, although where the time worked by agreement is less than the rostered shift balance, the balance of the rostered shift will be paid at ordinary pay. Alternatively, the part-time Employee may elect to be paid time and one half for all ordinary time worked and have the elected hours added to his or her annual leave balance, provided that such leave will not attract a payment in accordance with sub-clause 28.6 (including if paid out on termination of employment); and
- (c) For a casual Employee, double time and a half of the applicable base rate of pay for all time worked. In accordance with sub-clause 19.2(b), a casual Employee is not entitled to be paid casual loading for work on a public holiday.

An Employee may make an election in accordance with either sub-clauses 25.7(a) or (b) at the beginning of each year of service. Such an election can only be changed during the year with the agreement of IRT.

26. ADDITIONAL DAY (BIRTHDAY LEAVE)

- 26.1 Subject to sub-clauses 26.2, 26.3 and 26.5, an Employee (other than a casual Employee) is entitled to an additional day of paid leave each year that may be taken on his or her birthday or another day which may be nominated (due to cultural or other reasons, such as the Employee's birthday falling on a rostered day off or public holiday) in the three month period following the Employee's birthday. For the purpose of this clause, an Employee who was born on 29 February will be considered to have a birthday of 1 March in non-leap years.
- 26.2 The Employee will nominate the day on which he or she wishes to take the additional day of paid leave provided by this clause. Before the Employee is able to take such leave, however, it needs to be approved by IRT. IRT shall not refuse to approve the leave unless it is reasonable to do so because of its operational requirements. If IRT is not able to accommodate the Employee's nominated day, the Employee can nominate an alternate day provided that it falls within the three month period following the Employee's birthday, which also requires approval of IRT in accordance with this sub-clause 26.2. If the additional day of paid leave is not taken within three months of the Employee's birthday, it is forfeited by the Employee.
- 26.3 The additional day of paid leave provided by this clause is paid at the Employee's base rate for the usual ordinary hours the Employee would have normally worked on the day the leave is taken.
- 26.4 Despite any other term of this clause (except sub-clause 26.5), a part-time Employee who considers, by the time that his or her birthday occurs in any given year, that he or she is unlikely to be able to take such additional day of paid leave within three months of such birthday will be able to elect to receive a payment in lieu of that entitlement equivalent to either:
- (a) The payment the Employee received for working his or her contracted hours on his or her birthday; or
 - (b) The amount received by the Employee over the most recently completed fortnightly pay period for working his or her contracted ordinary hours of work divided by the number of shifts of ordinary hours that were worked by the Employee in that period,
- whichever is greater. Such an election must be made by the Employee in writing on or before his or her birthday.
- 26.5 In the event that any other day, or part-day, is declared or prescribed in accordance with sub-clause 25.5(b) in addition to those days typically declared or prescribed each year as public holidays (such as Labour Day, Easter Saturday and Easter Sunday in New South Wales and Labour Day, Easter Saturday, Canberra Day and Family & Community Day in the Australian Capital Territory), such additional public holiday will be in substitution for the additional day of paid leave provided by this clause.

27. ALLOWANCES

27.1 In Charge Allowance

- (a) In addition to his or her wage, a registered nurse working in a residential aged care facility shall be paid a shift allowance in accordance with either Item 5 (for a facility with less than 100 beds) or Item 6 (for a facility with more than 100 beds) of Table 2 of Schedule B to this Agreement for each shift (either day, evening or night) he or she is designated to be in charge at the facility.
- (b) In addition to his or her wage, a registered nurse working in a residential aged care facility shall be paid a shift allowance in accordance with Item 7 of Table 2 of Schedule B to this Agreement for each shift (either day, evening or night) he or she is designated to be in charge of a section of the facility.
- (c) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

27.2 Vehicle/Travelling Allowance

- (a) An Employee, other than an At Home Care Employee, sent for duty to a place other than his or her regular place of work shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an Employee is called upon and agrees to use his or her private vehicle for official business, the Employee shall be paid the per kilometre allowance set out in accordance with the Aged Care Modern Award and will be adjusted in line with any changes to the Award rates, excluding travel to and from the Employee's home to the first place of work and return to home at the end of the Employee's work day or shift.

This rate reflects the additional payment arrangements and travel obligations of At Home employees.

- (c) Where an Employee is required to use public transport for travel because of work, the Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the Employee's home to the first place of work and return to home at the end of the Employee's work day or shift.
- (d) No payment shall be made under sub-clauses 27.2(b) and (c) unless IRT is satisfied that the Employee has incurred expenditure for such travel.
- (e) (i) where An Home Care Employees are rostered to work with consecutive customers, they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the Employee's home to the first place of work and return to home at the end of the Employee's work day or shift; provided that this payment shall not be made if the Employee is being paid at the hourly rate of pay for the time between consecutive customers.

- (ii) where sub-clause (i) above applies, the Employee will accrue towards leave entitlements, up to the maximum entitlement for a full-time Employee, for time taken to travel between locations, excluding travel from the Employee's home to the first place of work and return to home at the end of the Employee's work day or shift.

27.3 Uniforms Provision

- (a) IRT will provide uniforms to all Employees. IRT will decide which uniform items shall be allocated to Employees depending on each Employee's anticipated number of hours/shift to be worked each week (for example, a full-time Employee will receive more uniforms compared to a part-time Employee).
- (b) An Employee may purchase additional uniform items through IRT's authorised supplier at the Employee's own expense.
- (c) No payment will be made to Employees who elect not to be provided with all the uniforms the Employee is eligible for in accordance with sub-clause 27.3(a) above.
- (d) Uniforms (including uniforms purchased by Employees) are to be returned to IRT when an Employee's employment terminates or the Employee transfers to another role with IRT requiring a different range allocation.
- (e) Refer to IRT's Uniforms Policy, as varied from time to time, for more detail.
- (f) IRT is committed to ensuring (as far as practicable) clothing suppliers practice ethical sourcing of clothing.

27.4 Sleepovers Allowance

- (a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by agreement. A sleepover means sleeping in the workplace at night in order to be on call for emergencies.
- (b) The following conditions shall apply to each night of sleepover:
 - (i) the span for a sleepover shall be not less than 8 hours or more than 10 hours on any one night;
 - (ii) Employees shall be provided with free board and lodging for each night on which they are required to sleep over;
 - (iii) Employees shall be provided with a separate room with a bed and use of Employee facilities or customer facilities where applicable;
 - (iv) in addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance equivalent to three hours of ordinary pay of the Employee's classification for each sleepover;
 - (v) no work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause, an emergency is any unplanned occurrence or event requiring prompt action;

- (vi) an Employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in sub-clause 27.4(b)(iv);
- (vii) all time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
 - a. all time worked by full-time Employees during any sleepover shall be paid for at overtime rates;
 - b. all time worked by part-time Employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time Employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates;
 - c. all time worked by casual Employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates; and
 - d. where the Employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause 27.4(b)(x) will apply;
- (viii) a sleepover may be rostered to commence immediately at the conclusion of the Employee's shift and continuous with that shift; and/or immediately prior to the Employee's shift and continuous with that shift, and not otherwise;
- (ix) no Employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses 20.1 and 20.4; and

- (x) an Employee (whether a full-time, part-time or casual Employee) who performs so much work during sleepover periods between the termination of his or her ordinary work on any day or shift and the commencement of the Employee's ordinary work on the next day or shift that the Employee has not had at least eight consecutive hours off duty between these times shall, subject to this sub-clause 27.4(b)(x), be released after completion of such work until the Employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of IRT such an Employee resumes or continues to work without having such eight consecutive hours off duty, the Employee shall be paid at double time of the appropriate rate applicable on the day the Employee is released from duty for such period and the Employee then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- (c) Nothing in this clause shall prevent IRT from rostering an Employee to work shift work in lieu of undertaking sleepovers.

27.5 On Call Allowance – Care Centre

- (a) An Employee who agrees to be on call (that is, agrees to make him or herself ready and available to return to work at short notice whilst off duty), shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 8 of Table 2 of Schedule B to this Agreement.
- (b) An Employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 9 of Table 2 of Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the Employee is entitled to receive the allowance prescribed in sub-clause 27.5(a).
- (c) Where an Employee on call in accordance with sub-clause 27.5(a), leaves the Care Centre and is recalled to the Care Centre, the Employee shall be reimbursed all reasonable fares and expenses actually incurred in returning to the Care Centre. Where, in these circumstances, the Employee elects to use his or her own vehicle, the Employee shall be paid the per kilometre allowance set out in Item 1 of Table 3 of Schedule B of this Agreement.
- (d) This sub-clause 27.5 shall not apply to a Director of Nursing or a Senior Care Coordinator (Deputy Director of Nursing).

27.6 On Call Allowance – At-Home Care

- (a) An At-Home Care Employee who is on call (that is, available to take calls from customers or supervisors), shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 8 of Table 2 of Schedule B to this Agreement.

[Example: an Employee who is on call from 5:00pm on a Friday afternoon until 8:00am the next Monday morning (totalling 63 hours) is entitled to the on call allowance rate x 3.]

- (b) An At-Home Care Employee who is on call according to sub-clause 27.6(a), and takes calls that result in the Employee carrying out his or her duties for more than two hours in each 24 hour period or part thereof, shall be paid for total time worked at the appropriate shift penalty in excess of two hours in each 24 hour period to the nearest 15 minutes.

[Example 1: an Employee who is on call over the weekend (5:00pm on a Friday to 8:00am the next Monday) and receives calls that require two hours total work on Friday night, two hours total work on Saturday and three hours total work on a Sunday over the weekend will be paid the on call allowance x 3 for the period plus payment at his or hourly rate for one extra hour at the appropriate shift penalty relevant to when the hours are worked.]

[Example 2: an Employee who is on call over the weekend (from 5:00pm on a Friday to 8:00am the next Monday) and receives calls that require two hours total work on Saturday and one hour total work on Sunday, shall receive the on call allowance x 3 only.]

- (c) Shift worker annual leave accrual in accordance with clause 28.2(b) and 28.2(c)(ii) may apply to hours worked.

27.7 Qualification Allowance

- (a) An Employee who is a registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by IRT to be directly relevant to the competency and skills used by the Employee in the duties of the position.
- (c) This allowance is not payable to Deputy Directors of Nursing, Directors of Nursing or Senior Care Coordinators unless it can be demonstrated to the satisfaction of IRT that more than fifty per cent of the Employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) An Employee who is a registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The Employee claiming entitlement to a continuing education allowance must provide evidence acceptable to IRT that he or she holds that qualification.
- (g) An Employee who is a registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by IRT to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 11 of Table 2 of Schedule B to this Agreement.

- (h) An Employee who is a registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by IRT to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 12 of Table 2 of Schedule B to this Agreement.
- (i) An Employee who is a registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by IRT to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 13 of Table 2 of Schedule B to this Agreement.
- (j) An Employee who is an enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by IRT to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 14 of Table 2 of Schedule B to this Agreement.
- (k) The allowances set out in sub-clauses 27.7(g), (h), (i) and (j) are not included in the Employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (l) An Employee who is a registered nurse, enrolled nurse or enrolled nurse (without medication) who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

27.8 Higher Duties Allowance

- (a) Subject to sub-clauses 27.8(b) and (c), an Employee who is called upon to relieve another Employee in a higher classification or is called upon to act in a vacant position of a higher classification for a continuous period of at least three working days, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.
- (b) The provision of sub-clause 27.8(a) shall not apply when the Employee of the higher classification is off duty pursuant to sub-clause 20.1(f) (except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more), nor when an Employee in a higher grade is absent from duty by reason of him or her taking an ADO in accordance with sub-clause 20.4.
- (c) Subject to sub-clause 27.8(b) above, the provisions of sub-clause 27.8(a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

27.9 Meal Allowance

- (a) An Employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00am or 1:00pm or 6:00 pm shall, at the discretion of IRT, be supplied with a meal or paid:
 - (i) the amount for breakfast set out in Item 2 of Table 2 of Schedule B to this Agreement;
 - (ii) the amount for lunch set out in Item 3 of Table 2 of Schedule B to this Agreement; or
 - (iii) the amount for the evening meal set out in Item 4 of Table 2 of Schedule B to this Agreement,

as relevant.

27.10 Service Allowance

- (a) Any full-time Employee who was previously employed under the Charitable Aged and Disability Care Services (State) Award) and has been employed since before 1 June 1980, shall be paid a service allowance of 10% calculated on the applicable base rate of pay for the Employee's Employment Classification.
- (b) Payments due under this clause will be made on the usual pay day when other payments under this Agreement are made.
- (c) Continuous service with IRT or any entity acquired by IRT before the commencement of this Agreement shall be taken into account when computing service for the purposes of this clause.
- (d) Continuous service shall be deemed not to have been broken by absence from work due to membership of the Australian Defence Forces in time of war or during any period of special leave for members of the Military Reserve Forces.

27.11 Fire Safety Officer Allowance

- (a) An employee who is designated to be the Fire Safety Officer for a residential aged care facility or number of sites within a specified region, shall be paid in addition to his or her base salary, the weekly allowance set out in Item 15 for less than 100 beds and/or Item 16 for more than a 100 beds, of Table 2 of Schedule B to this agreement.
- (b) The duties of the Fire Safety Officer are reviewed regularly in accordance with relevant legislation and accreditation standards. These duties shall be agreed prior to acceptance of the role. The Fire Safety Officer shall be appointed for one year at a time.
- (c) The allowance is not to be included as part of the salary or for any leave purposes. It will only be applicable to those employees who are approved to undertake additional duties of Fire Safety Officer.

PART 3

LEAVE

28. ANNUAL LEAVE

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

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

28.2 Accrual of Annual Leave

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

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

(c) For the purposes of sub-clause 28.2(b) above and sub-section 87(1)(b)(ii) of the Act, an Employee is considered to be a shiftworker for the purpose of the NES if the Employee:

(i) is regularly rostered to work his / her ordinary hours outside the span of 6:00am to 7:00pm, Monday to Friday; or

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

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

28.3 Payment of Annual Leave

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

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

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

(d) Annual leave loading, if any, shall be paid in accordance with clause 28.6.

28.4 Taking of Annual Leave

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

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

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

- (b) In the taking of annual leave, the Employee shall make written application to IRT, giving at least four weeks' notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is approved by IRT subject to the operational requirements of the Employee's workplace. IRT shall not unreasonably withhold or revoke such approval.
- (d) **Extensive accumulated annual leave:** An Employee must take an amount of annual leave during a particular period if:
 - (i) reasonably directed to do so by IRT;
 - (ii) at the time that the direction is given, the Employee has accrued more than eight weeks annual leave; and
 - (iii) the amount of accrued annual leave left to the Employee after taking leave is at least two weeks.

28.5 **Cashing out of Annual Leave**

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

- (a) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks;
- (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between IRT and the Employee; and
- (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

28.6 **Annual Leave Loading**

- (a) In addition to their annual leave payment in accordance with sub-clause 28.3(a), an Employee will be paid for a period of annual leave the higher of either:
 - (i) an annual leave loading of 17.5%; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on annual leave during the relevant period.
- (b) The additional annual leave payments in clause 28.6(a) are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 25 – Public Holidays.
- (c) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

28.7 Annual Leave and Service

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

28.8 Payment of Annual Leave on Termination

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

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29. PERSONAL/CARER'S LEAVE

29.1 Introduction

- (a) Employees are entitled to personal/carer's leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act). The remainder of this clause explains how the NES personal/carer's leave entitlement operates at IRT.
- (b) Employees should also have regard to IRT's Personal/Carer's Leave Policy, as varied from time to time.

29.2 Entitlement to paid Personal/Carer's Leave

- (a) A full-time Employee is entitled to 10 days of paid personal/carer's leave for each year of service with IRT. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis as a proportion of the hours worked by the part-time Employee to a full-time Employee.
- (b) The entitlement of full-time and part-time Employees to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (c) A casual Employee is entitled to unpaid personal/carer's leave.
- (d) In exceptional circumstances an employee may request up to an additional five days per annum of leave provided the entitlement in clause 29.2(a) is exhausted. Granting of this leave is at the discretion of the relevant manager after an assessment of the individual employee circumstances at the time. Additional personal/carer's leave does not accumulate.

29.3 Taking of Personal/Carer's Leave

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

- (a) Where the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) To provide care or support to a member of the Employee's immediate family or household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or

- (ii) an unexpected emergency affecting the member.

29.4 Payment of Paid Personal/Carer's Leave

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

29.5 Personal/Carer's Leave on Public Holidays

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

29.6 Unpaid Carer's Leave

- (a) An Employee is entitled to two days unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because of:
 - (i) a personal illness, or injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An Employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods agreed with IRT.
- (c) An Employee is entitled to unpaid carer's leave for a particular occasion only if the Employee has no entitlement to paid personal/carers leave. This includes casual Employees.

29.7 Notice and Evidence Requirements

- (a) To be entitled to leave under this clause, an Employee must give IRT notice of taking such leave and advise IRT of the period, or expected period, of the leave, as soon as practicable. Employees should seek to provide such notice before the start of such leave unless it is not possible to do so.
- (b) An Employee who has given notice to IRT of the taking of leave on account of personal illness or injury affecting the Employee, or in order to provide care and support to a member of the Employee's immediate family or household as provided by either sub-clause 29.3(b) or sub-clause 29.6, must, if required by IRT, give IRT evidence that would satisfy a reasonable person that the leave is for a reason allowed by this clause.
- (c) For the purpose of sub-clause 30.6(b) above, suitable evidence will generally be:
 - (i) a medical certificate from a registered health practitioner stating that in their opinion the Employee was unable to attend work during the period because the Employee is suffering from a personal illness or injury, or that a member of the Employee's immediate family or household is suffering from an illness or injury that requires care or support; or

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

29.8 Continuity of service

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

30

30. COMPASSIONATE LEAVE

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

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

- (a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) Sustains a personal injury that poses a serious threat to his or her life.

30.3 In the event that a member of the Employee's immediate family or household dies, the Employee is entitled to at least two days' and up to five days' compassionate leave. Compassionate leave should generally be taken on days immediately before the funeral, when the funeral takes place and immediately after the funeral.

30.4 An Employee may take compassionate leave as:

- (a) A single continuous period of two to five days as relevant;
- (b) Separate periods with consideration of the circumstances; or
- (c) Any separate periods agreed to with IRT.

30.5 Payment for Compassionate Leave

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

- (b) For the avoidance of doubt, the level of paid compassionate leave for a part-time or full-time Employee will not exceed what the Employee would have been paid if he or she worked his or her usual ordinary hours on the day or days he or she is absent on compassionate leave.
- (c) A casual Employee is not entitled to payment for compassionate leave.

30.6 Notice and Evidence Requirements

- (a) To be entitled to leave under this clause, an Employee must give IRT notice of taking such leave and advise IRT of the period, or expected period, of the leave, as soon as practicable. Employees should seek to provide such notice before the start of such leave unless it is not possible to do so.
- (b) An Employee, who has given notice to IRT of the taking of compassionate leave, must, if required by IRT, give IRT evidence that would satisfy a reasonable person that the leave is for a reason provided by either sub-clause 30.2 or sub-clause 30.3.
- (c) For the purpose of sub-clause (b) above, suitable evidence will generally be:
 - (i) a medical certificate from registered health practitioner stating that in their opinion the member of the Employee's immediate family or household is suffering from an illness or injury that poses a serious threat to the member's life;
 - (ii) a death certificate if the member of the Employee's immediate family or household dies; or
 - (iii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period for a reason provided by either sub-clause 30.2 or sub-clause 30.3.

30.7 Service

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

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31. COMMUNITY SERVICE LEAVE

31.1 Employees are entitled to community service leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act). The remainder of this clause explains how the NES community service leave entitlement operates at IRT. Except for the requirement to pay jury service in accordance with sub-clause 31.23, community service leave is unpaid.

31.2 Eligible Community Service Activities

- (a) An Employee who engages in an 'eligible community service activity' is entitled to be absent from his or her employment for a period if it consists of one or more of the following:

- (i) time when the Employee engages in the activity;
- (ii) reasonable travelling time associated with the activity; and/or
- (iii) reasonable rest time immediately following the activity,

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

- (b) Each of the following is considered to be an 'eligible community service activity':
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory;
 - (ii) a voluntary emergency management activity; and
 - (iii) an activity prescribed in Regulations in accordance with section 109(4) of the Act.

31.3 Jury Service

- (a) There is no limit on the amount of unpaid jury service leave an Employee can take in a 12 month period of employment.
- (b) Employees, other than casual Employees, are entitled to be paid by IRT for the first 10 days when absent from work in one or more periods to attend jury service regarding a particular jury service summons the difference between what the Employee received as jury service pay and the base rate of pay for the Employee's ordinary hours of work in the period or periods.
- (c) Where the duration of jury service regarding a particular jury service summons exceeds 10 days, IRT will assist the Employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters or access to annual leave and/or long service leave (provided that the Employee has qualified to be able to take long service leave).
- (d) IRT may require the Employee to provide evidence that would satisfy a reasonable person:
 - (i) that the Employee took all necessary steps to obtain any amount of jury service pay to which the Employee was entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the Employee.
- (e) No payment is required to be made by IRT where evidence in accordance with sub-clause (d) above is not provided by the Employee despite being requested by IRT.

31.4 Voluntary emergency management activity

An Employee engages in a voluntary emergency management activity if:

- (a) He or she voluntarily participates;

- (b) The activity involves dealing with an emergency or natural disaster;
- (c) He or she is a member of, or have a member-like association with a recognised emergency management body (**REMB**); and
- (d) The REMB requests their participation.

32. PARENTAL LEAVE

32

32.1 Introduction

- (a) Parental leave is available to eligible employees to enable them to act as the primary care giver for their own or their spouse's child.
- (b) Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act). Employees should also have regard to conditions and eligibilities within IRT's Parental Leave Policy, as varied from time to time.
- (c) This clause also provides certain benefits which are more favourable to Employees than the NES.

32.2 Paid Parental Leave

- (a) Eligible full-time and part-time Employees may claim paid parental leave at ordinary pay, from the date parental leave commences in the following circumstances:
 - (i) for first claim – where eligible for unpaid parental leave under the Act; and
 - (ii) for second and subsequent claims – where the Employee has returned to work from a period of parental leave and has completed three months of continuous service with IRT before taking a further period of parental leave.
- (b) For the purpose of the calculation of “ordinary pay” for paid parental leave purposes, an employee will be paid the higher of:
 - (i) the average of the ordinary hours actually worked by the employee in the 12 month period ending at the start of a period of parental leave; or
 - (ii) the ordinary hours worked by the employee immediately before starting a period of parental leave.
- (c) Paid parental leave includes:
 - (i) 12 weeks' paid maternity leave for the birth mother;
 - (ii) 12 weeks' paid adoption or surrogacy leave for the initial primary carer of the adopted child;
 - (iii) two weeks' paid bonding leave.

- (d) Paid bonding leave will be payable to:
 - (i) the father of the child;
 - (ii) the partner of the birth mother; and
 - (iii) the partner of the initial primary carer of an adopted or surrogate child.
- (e) For the purpose of sub-clause 32.2(d) above, "partner" includes a spouse or de facto partner, but does not include a former spouse or de facto partner other than the father of the child.
- (f) Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the Employee's entitlement to paid maternity leave.

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33. LONG SERVICE LEAVE

- 33.1 An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and applicable legislation (for example, the *Long Service Leave Act 1955* (NSW) for Employees in New South Wales, the *Long Service Leave Act 1976* (ACT) for Employees in the Australian Capital Territory and the *Industrial Relations Act 1999* (Qld) for Employees in Queensland) provided that should there be any inconsistency between the provisions of this Agreement and applicable legislation, the Agreement's provisions shall prevail to the extent the Agreement provides the Employee with a benefit more favourable to the Employee than the equivalent benefit under applicable legislation.
- 33.2 (a) Each Employee shall be entitled to two months' long service leave on ordinary pay after ten years' service; thereafter, additional long service leave shall accrue on the basis of five months' long service leave for each additional ten years' service.
 - (b) Where the employment of an Employee is terminated after at least five years' continuous service with IRT, but less than ten years' continuous service:
 - (i) by IRT for reason other than serious and wilful misconduct by the Employee;
 - (ii) by the Employee on account of illness, incapacity or domestic or other pressing necessity; or
 - (iii) by reason of death of the Employee,the Employee (or the Employee's estate) shall be entitled to a payment out of accrued but untaken long service leave on the termination of the employment on a pro rata basis.
- 33.3 For the purpose of sub-clause 33.2:
 - (a) Service shall mean continuous service with IRT;

- (b) Service shall not include:
 - (i) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980; or
 - (ii) any period of service as a part-time Employee except as provided for in sub-clause 33.6.
- 33.4
- (a) Long service leave shall be taken as soon as practicable having regard to the needs of the workplace.
 - (b) An Employee is entitled to take an amount of long service leave during a particular period if:
 - (i) the Employee has accrued long service leave sufficient to at least cover particular period;
 - (ii) IRT has authorised the Employee to take the long service leave during that period; and
 - (iii) the Employee has given four weeks' notice of the desired period of such leave.
 - (c) Long service leave shall be taken in a minimum period of one week, which is to be approved by IRT subject to the operational requirements of the workplace. IRT shall not unreasonably withhold or revoke such approval.
 - (d) **Extensive accumulated long service leave:** An Employee must take an amount of long service leave during a particular period if:
 - (i) reasonably directed to do so by IRT by IRT giving the Employee at least four weeks' notice;
 - (ii) at the time that the direction is given, the Employee has more than eight weeks' accrued but untaken long service leave; and
 - (iii) the amount of accrued long service leave left after taking long service leave as directed by IRT is at least two weeks.
- 33.5
- (a) Subject to an Employee qualifying for long service leave in accordance with sub-clause 33.2(a), on the termination of the Employee's employment other than because of the Employee's death, IRT shall pay to the Employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the remuneration payable to the Employee at the date of such termination.
 - (b) Where an Employee who has qualified to take long service leave, or after having had five years' service, but less than ten years' service dies, the Employee's estate shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such an Employee had his or her services terminated as referred to in sub-clause 33.2(a) and such monetary value shall be determined according to the remuneration payable to the Employee at the time of his or her death.

- 33.6 Where an Employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.
- 33.7 Employees previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrued entitlements carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

[Example: An Employee with 15 years' continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of three months' long service leave. From this time onwards, the Employee will accrue his or her entitlements in accordance with this Agreement, at the rate of 2.5 months for each five years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20 years' continuous service, the Employee would be entitled to 5.5 months' long service leave, made up of three months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.]

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34. REPATRIATION LEAVE

- 34.1 Employees who are ex-servicemen or ex-servicewomen may be granted special leave in one or more periods up to a maximum of 6.5 working days in any period of twelve months without deduction from annual or personal/carer's leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:
- (a) To attend a hospital or clinic or visit a medical officer in that regard;
 - (b) To attend a hospital, clinic or medical officer or to report for periodical examination or attention; or
 - (c) To attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.
- 34.2 Employees are to provide IRT with documentary evidence as to the attendance prior to the payment of special leave being granted.

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35. LEAVE WITHOUT PAY

- 35.1 By agreement between IRT and a full-time or part-time Employee, the Employee may be granted a period of leave without pay.
- 35.2 The period of leave without pay will not break the continuity of service but will not count for the purpose of:
- (a) Accruing annual leave or personal/carer's leave, incremental progression or public holidays;

- (b) Accruing long service leave except in the case of Employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom), in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
- (c) The qualifying period for paid and unpaid parental leave; or
- (d) The calculation of notice and severance pay in accordance with clause 39 - Termination of Employment and clause 41 - Redundancy.

36. CEREMONIAL LEAVE

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

37. NATURAL DISASTER LEAVE

37

37.1

- (a) Natural Disaster Leave is paid leave for Employees who are affected directly and personally by natural disasters, such as bush fires and floods, and are unable to attend work.
- (b) A full time or part time Employee is entitled to one day paid Natural Disaster Leave for each year financial year beginning 1 July at ordinary pay for the shift the Employee would otherwise have worked on that day.
- (c) Any further leave required may be taken as annual leave or, if the Employee chooses, as approved unpaid leave.
- (d) A full time or part time Employee's entitlement to Natural Disaster Leave does not accrue from year to year.

37.2 Notice and Evidence Requirements

- (a) To be entitled to be paid Natural Disaster Leave under this clause 37, an Employee must request such leave from his or her manager. Such a request is to be made as soon as the Employee is reasonably able to (which, depending on the particular circumstances affecting the Employee, may be before or after the Employee is unable to attend work because of a natural disaster).
- (b) Before such a request for paid Natural Disaster Leave is approved by IRT, the Employee may be required by IRT to provide IRT with reasonable evidence to support the request. This could include, but is not limited to, confirmation an event has been gazetted as a natural disaster, confirmation from an appropriate road authority or emergency service of road closures, etc.

PART 4

OTHER PROVISIONS

38. DISCIPLINARY MATTERS

- 38.1 In all dealings with Employees which may lead to a disciplinary outcome, including termination of employment, IRT commits to the principles of procedural fairness, natural justice which includes, but not limited to:
- (a) Knowing the substance of the allegations;
 - (b) Afforded reasonable opportunity to organise a support person, to attend all meetings;
 - (c) Confidentiality of investigation;
 - (d) Access to records of interview and outcome.
- 38.2 An Employee has the right to appoint a support person throughout the investigation and decision processes, and will be given reasonable time to facilitate the attendance of the support person at any meeting. A support person is defined in clause 39.2.
- 38.3 If the proposed support person is an Employee of IRT, they must not be someone who has or will be interviewed in relation to the matter.
- 38.4 An Employee will be provided with written advice as to the specific nature including the allegations that are to be investigated prior to any meeting. The disciplinary process shall be initiated and proceed expediently as the circumstance of a particular incident allow.
- 38.5 An Employee required to attend a disciplinary meeting will be entitled to the base rate of pay for the duration of the meeting.
- 38.6 Where an Employee has been suspended pending the outcome of an investigation, they will continue to receive their pay at base rate.
- 38.7 A copy of any record of interview prepared by IRT will be provided to the Employee on request.
- 38.8 The Employee(s) will be advised of the outcome of the disciplinary process in writing.
- 38.9 If an Employee has a grievance with any part of the disciplinary process they can initiate an action as detailed in clause 52 – Dispute Resolution Procedure.

39. TERMINATION OF EMPLOYMENT

- 39.1 Before reaching any decision to terminate the employment of an Employee (except for casual Employees) on grounds other than would justify summary dismissal, IRT will:
- (a) Inform the Employee that the termination of the Employee's employment is being considered;
 - (b) Advise the Employee of the reasons why IRT considers that termination of the Employee's employment is justified; and

- (c) Provide the Employee with an opportunity to show cause as to why the Employee's employment should not be terminated.
- 39.2 An Employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the Employee, the Employee is entitled to have a support person present. The support person may be a co-worker, a Union delegate, an officer of a Union, a family member or any other person.
- 39.3 Sub-clauses 39.1 and 39.2 do not apply to Employees who are terminated during their minimum employment period as described in sub-clause 18.1.
- 39.4 Subject to sub-clauses 39.5 to 39.10, an Employee's employment (other than the employment of a casual Employee), will be terminated by IRT or the Employee only on the provision of the applicable notice as set out in clause 39.11, or by the payment by IRT, or forfeiture by the Employee, of wages in lieu of notice.
- 39.5 IRT may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- 39.6 Provided that an Employee's employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 39.7 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 his or her 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
- 39.8 The requirement for an Employee to provide notice under this clause shall not apply in circumstances where the Employee is entitled to bring the employment to an end because of the actions of IRT, for example, because of a repudiatory breach of the employment contract by IRT.
- 39.9 In respect of the requirement for IRT to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Act.
- 39.10 It is the intention of this clause that both IRT and the Employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

39.11 Notice of termination

(a) (i)

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

(ii) A Director of Nursing; Deputy Director of Nursing; Assistant Director of Nursing and an Aged Care Employee Level 7 – four weeks' notice.

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

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

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

39.13 Abandonment of Employment

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

39.14 Notwithstanding clause 39.13 of the Agreement, if an employee's employment is terminated at the employer's initiative, the employer shall provide notice of termination in accordance with the National Employment Standards (NES).

40. CONSULTATION

40.1 IRT to notify regarding major workplace change

(a) Where IRT has made a definite decision to introduce major workplace changes in production, program, organisation, structure, technology or the alteration of existing work practices that are likely to have significant effects on Employees or changes to Employees' regular roster or ordinary hours of work, IRT must notify the Employees who may be affected by the proposed changes, and where requested by employees, their representatives. For the avoidance of doubt, the obligation to consult regarding changes to regular rosters or ordinary hours of work will not apply in circumstances where temporary changes are required in accordance with clause 21.2.

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

40.2 IRT to discuss major workplace change

- (a) IRT must consult with the Employees affected, and where requested by these Employees, their representatives, if any, on the proposed introduction of the changes referred to in sub-clause 40.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate any adverse effects of the proposed changes on Employees and must give prompt and genuine consideration to matters and suggestions raised by the Employees, and where requested by employees, their representatives, in relation to the changes. With regard to changes to regular rosters or ordinary hours of work, affected Employees will be invited to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (b) For the purposes of such consultation, IRT must provide in writing to the Employees concerned, and where requested by these Employees, their representatives, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that IRT is not required to disclose confidential information or commercially sensitive information, the disclosure of which would be contrary to IRT's interests.

40.3 Consultative Teams

- (a) Where, in a facility with 80 beds or more, the majority of Employees covered by this Agreement vote in support of the establishment of a consultative team, IRT will facilitate the establishment of such a consultative team.
- (b) Consultative teams will comprise of:
 - (i) up to three Employee representatives elected by the Employees at the facility (which may include union delegates); and
 - (ii) up to three IRT representatives nominated by IRT.
- (c) Where an Employee or IRT representative is unable to attend a meeting of a consultative team he or she is a member of, the representative may nominate another person to attend in place of the representative.
- (d) The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- (e) The consultative team may discuss issues in or in connection:
 - (i) sub-clauses 40.1 and/or 40.2;
 - (ii) clause 42 – Workload Management; and
 - (iii) other issues as agreed by the team.

41. REDUNDANCY

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

41.2 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.

41.3 Unless the Commission subsequently orders otherwise in accordance with sub-clause 41.4, where the employment of a full-time or part-time Employee is to be terminated for the reason set out in sub-clause 41.2, IRT shall pay, in addition to other payments due to that Employee, the following redundancy pay in respect of the following continuous periods of service:

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

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

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

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

- (c) **"Weeks' pay"** means the weekly rate of pay for the Employee concerned at the date of termination of employment by reason of redundancy, and shall consist of the following with respect to the Employee's usual ordinary hours of work:
- (i) the Employee's ordinary pay under this Agreement;
 - (ii) any over-Agreement payments that the Employee receives; and
 - (iii) if applicable, the following:
 - a. shift and weekend penalties in accordance with clause 24 - Shift and Weekend Work;
 - b. broken shift allowance in accordance with clause 20.5 - Broken Shifts; and
 - c. sleepover allowance in accordance with clause 27.4 – Sleepovers Allowance.

41.4 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 41.3 if IRT cannot afford to pay the amount or obtains other acceptable employment for an affected Employee. The Commission shall have regard to such financial and other resources of IRT concerned as the Commission thinks relevant, and the probable effect paying the amount of redundancy pay in sub-clause 41.3 will have on IRT. Provided that where a Deputy Director of Nursing or Assistant Director of Nursing 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 41.3 and IRT may not make application to the Commission under this sub-clause.

41.5 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.

42. WORKLOAD MANAGEMENT

42.1 The parties covered by this Agreement acknowledge that Employees and IRT have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employees and the quality of resident/customer care.

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

- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore possible solutions;
- (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager of IRT for further discussion;
- (c) If a solution still cannot be identified and implemented, the matter should be referred to the Care Centre Manager for further discussion; and

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

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

- (a) Clinical assessment of residents' needs;
- (b) The demand of the environment, such as facility layout;
- (c) Regulatory obligations, (including, but not limited to, work health and safety and nursing legislation);
- (a) Reasonable workloads;
- (d) Accreditation standards;
- (e) Replacement of employees on leave; and
- (f) Budgetary considerations.

42.4 If the issue is still unresolved, the Employee/s may advance the matter through clause 52–Dispute Resolution Procedure. Arbitration of workload management issues may only occur by agreement of all parties.

43. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

43

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

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

43.3 Any direction issued by IRT in accordance with sub-clauses 43.1 and/or 43.2 shall be consistent with IRT's responsibility to provide a safe and healthy working environment for Employees, and IRT's duty of care to its residents and/or customers.

43.4 Where IRT has decided there is no longer a requirement to appoint a Deputy Director of Nursing or an Assistant Director of Nursing for a particular workplace, IRT shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management staff, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

44. REMUNERATION PACKAGING

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

- (a) IRT shall ensure that the structure of any IRT package complies with taxation and other relevant laws;
- (b) IRT shall confirm in writing to the Employee the classification level and the current remuneration payable as applicable to the Employee under this Agreement;
- (c) IRT shall advise the Employee in writing of his or her right to choose payment of that remuneration referred to in sub-clause (b) above instead of a remuneration package;
- (d) IRT shall advise the Employee in writing that all Agreement conditions, other than remuneration and those conditions as agreed in sub-clause (e) below, shall continue to apply;
- (e) When determining the remuneration package, the non-remuneration fringe benefit shall be in accordance with relevant tax legislation;
- (f) IRT shall provide a copy of the remuneration packaging agreement to the Employee;
- (g) The Employee shall be entitled to inspect details of the payments made under the terms of such a remuneration packaging agreement;
- (h) The configuration of the remuneration package shall remain in force for the period agreed between the Employee and IRT;
- (i) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between IRT and the Employee, an unused amount may be carried forward to the next period, or paid to the Employee as remuneration (which will be subject to usual taxation requirements);
- (j) Remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding fringe benefit tax or personal tax arrangements, and that change may impact on a remuneration packaging agreement, all salary packaging arrangements may at the discretion of IRT be terminated. Upon termination in these circumstances, the Employee's rate of pay will revert to the rate of pay that applied immediately before the remuneration packaging agreement was made in accordance with this clause, or the appropriate Agreement rate of pay whichever is greater;
- (k) Where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging agreements are to be cancelled for reasons other than legislative requirements, then IRT and/or the affected Employee must give three months' written notice to the other of the proposed change;

- (l) In the event that an Employee ceases to be employed by IRT, any remuneration packaging agreement that the Employee has with IRT will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination;
- (m) Any pay increases granted to Employees under this Agreement shall also apply to Employees subject to remuneration packaging agreements made in accordance with this clause;
- (n) All Employees are advised to seek independent financial advice before entering into a salary packaging agreement; and
- (o) An Employee who is party to a remuneration packaging agreement with IRT acknowledges that he or she has not been underpaid, or denied an entitlement under this Agreement, simply because the Employee's take home pay is less under a remuneration packaging agreement than the Employee would have received had the remuneration packaging agreement not been in place. The Employee agrees not to commence any claim against IRT alleging underpayment or denial of an entitlement by IRT under this Agreement on such a basis.

45. SUPERANNUATION

45

- 45.1 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.
- 45.2 An 'approved fund' means:
 - (a) The Health Employees Superannuation Trust Australia (**HESTA**) – default fund;
 - (b) The Health Industry Plan;
 - (c) First State Super;
 - (d) Health Super; and
 - (e) 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.
- 45.3 An Employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 45.4 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.
- 45.5 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.

45.6 For Employees whom IRT is obliged to make superannuation contributions, such contributions will be made on a monthly basis.

45.7 Salary Sacrifice to Superannuation

- (a) An Employee can elect to sacrifice a portion of remuneration to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount of the salary sacrifice.
- (c) IRT will not use any amount that is salary sacrificed by an Employee to count towards IRT's obligation to pay contributions under superannuation guarantee legislation.
- (d) Contributions payable by IRT in relation to superannuation guarantee legislation shall be calculated by reference to the remuneration which would have applied to the Employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made on behalf of an Employee in accordance with this clause shall be paid into the same superannuation fund into which IRT makes contributions on behalf of the Employee under superannuation guarantee legislation.
- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than payments for leave taken whilst employed, shall be calculated by reference to the remuneration which would have applied to the Employee in the absence of any salary sacrifice arrangement for superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

46. ATTENDANCE AT MEETINGS

Any Employee who is required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, Employees may, with the agreement of IRT, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

47. TRAINING

47.1 General Training

- (a) Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- (b) Each Employee shall provide details to IRT of their attendance at training and IRT shall keep a record of this attendance.
- (c) Upon termination of the Employee's employment, IRT shall provide to the Employee a written statement of the hours of training attended by the Employee.
- (d) Where practicable, such training shall be provided to Employees during their normal rostered hours of work. Where this is not practicable:
 - (i) Employees shall attend training outside their normal rostered working hours when required to do so by IRT;
 - (ii) IRT shall provide Employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - (iii) notwithstanding clause 23 - Overtime, attendance at such training shall be paid at the ordinary rate (applicable penalties will be paid in addition to the ordinary pay rate as per clause 24 – Shift and Weekend Work) for the period of the training;
 - (iv) if IRT is requiring an Employee to attend training, IRT shall also pay to the Employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (iii) that is in excess of the time normally taken for that Employee to attend work;
 - (v) when being paid travelling time in accordance with sub-clause (iv), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 1 of Table 3 of Schedule B of this Agreement; and
 - (vi) training provided outside the normal rostered hours of work shall be arranged so as to allow full-time Employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in sub-clause 22.4. Where practicable, similar arrangements should also be made available to all other Employees.
- (e) Any training undertaken by an Employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- (f) Notwithstanding sub-clause 20.3 – Minimum Starts, clause 23 - Overtime will not apply where attendance at such training:
 - (i) is outside the normal rostered working time of a casual Employee or a part-time Employees; or

- (ii) where it interrupts the applicable eight or ten hour break between shifts.

47.2 **E-learning**

- (a) IRT recognises and supports e-learning as a strategy for supporting Employee professional development. E-learning uses electronic media technology to deliver flexible vocational education and training. It includes:
 - (i) access to, downloading and use of the on-line, CD-Rom or other computer based learning resources in the classroom, workplace or home;
 - (ii) on-line access to, and participation in, course activities;
 - (iii) structured learning based email communication; and
 - (iv) on-line assessment activities.
- (b) An Employee will be required to undertake e-learning modules in accordance with the designated training plan for each role.
- (c) Additionally, Employees wanting to participate in a course/module will make a request to their supervisor via My Learning. The supervisor will gain approval for attendance at the course according to IRT's Learning and Development Policy.
- (d) Conditions for participating in the course, including expectations for location, time allocation, payment and implication for non-completion of the course will be contained in the Learning and Development Policy.

48

48. **AMENITIES**

- 48.1 The minimum standards as set out in all relevant work health and safety legislation shall be met in the provision of amenities to Employees.
- 48.2 Such amenities may include:
 - (a) Change rooms and lockers;
 - (b) Meal rooms;
 - (c) Facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
 - (d) Rest rooms;
 - (e) Washing and bathing facilities;
 - (f) Sanitary conveniences; and/or
 - (g) Safe and secure workplaces.

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

49. INSPECTION OF LOCKERS & SECURITY SURVEILLANCE CAMERAS

49

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

- (a) Where practicable by an officer of IRT and an Employee representative where practicable; or
- (b) Otherwise by any two officers appointed by IRT for that purpose.

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

50. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

50

50.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act). The remainder of this clause explains how the NES entitlement to request flexible working arrangements operates at IRT.

50.2 Subject to sub-clause 50.3, an Employee can request flexible work arrangements if he or she:

- (a) Is a parent, or has the responsibility to care for a child who is of school age or younger;
- (b) Is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
- (c) Has a disability;
- (d) Is 55 years of age or older;
- (e) Is experiencing violence from a member of the Employee's family; or
- (f) Provides care or support to a member of the Employee's household or immediate family who require care or support due to domestic violence.

50.3 The Employee is not entitled to make the request unless:

- (a) For an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with IRT immediately before making the request; or

- (b) For a casual employee – the Employee:
 - (i) is a long term casual employee of IRT immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

50.4 The request must:

- (a) Be in writing; and
- (b) Set out details of the change sought and of the reasons for the change.

50.5 IRT must give the Employee a written response to the request within 21 days, stating whether IRT grants or refuses the request. If IRT refuses the request, it must provide reasons for such a refusal in the written response. IRT may only refuse a request for a flexible working arrangement on reasonable business grounds.

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51. DOMESTIC VIOLENCE

51.1 Definitions

- (a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- (b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

51.2 Measures

- (a) No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- (b) All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (c) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, the Employer, will, subject to operational requirements facilitate flexible working arrangements, which may include:

- (i) changes to working times and to work location;
 - (ii) changes to telephone numbers and/or email addresses;
 - (iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (d) An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.

51.3 Leave

- (a) A full time or part time employee who has established evidence of being the victim of Family or Domestic Violence with their employer may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence:
- (i) The employer shall grant up to 3 days' special paid leave (on ordinary pay) per calendar year to be used for absences from the workplace;
 - (ii) Where leave entitlements in sub-clause (i) above are exhausted Personal/Carer's Leave provided the employee maintains a reserve of at least 1 week;
 - (iii) Where leave entitlements in sub-clauses (i) & (ii) above are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.
- (b) Casual employees will be entitled to unpaid Family and Domestic leave.
- (c) This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.

52. DISPUTE RESOLUTION PROCEDURE

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

52.2 This dispute resolution procedure will apply to disputes about:

- (a) Any matters arising in the employment relationship, except matters relating to the actual termination of employment of an Employee;
- (b) Threatened termination of employment, with the exception that the arbitration provisions in sub-clause 52.6 do not apply unless the parties agree. Further, the parties' rights are reserved during this process and IRT may exercise its right to terminate the Employee in accordance with the agreement;
- (c) Matters in relation to the NES;

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

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

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

- (a) The Employee and his or her supervisor discussing the matter; and
- (b) If the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).

52.5 If a dispute is unable to be resolved at the workplace level, in accordance with sub-clause 52.4, a party to the dispute may refer the matter to the Commission or other appropriate statutory tribunal.

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

- (a) Mediation;
- (b) Conciliation; and
- (c) Arbitration, except that the Commission will only arbitrate a dispute about a threatened termination of employment or a dispute arising under clause 42 – Workload Management if the parties agree.

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

53. UNION DELEGATES

53.1 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.

53.2 IRT will recognise:

- (a) One delegate from the Health Services Union (HSU) – New South Wales Branch and one delegate from the New South Wales Nurses and Midwives' Association in each workplace in New South Wales; and

- (b) One delegate from the Australian Nursing and Midwifery Federation and one delegate from Health Services Union (HSU) in each workplace in the Australian Capital Territory,

upon receipt of written notification from each of the respective Unions.

53.3 A Union delegate will be released from work to attend Union business in accordance with the following:

- (a) The Union delegate may be released for up to five days unpaid per calendar year;
- (b) A minimum of four (4) weeks' written notice, or less by agreement, must be provided to IRT of a request to attend such Union business. The notice must specify the time and nature of the Union business; and
- (c) Subject to operational requirements, IRT shall not unreasonably refuse such a request.

53.4 A delegate may access leave without pay, annual leave or long service leave (if have qualified for such leave), for the purposes of attending such Union training.

53.5 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

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

Signature: Patrick Weid
Print Full Name: Patrick Weid
Position: Chief Executive Officer
Address: Level 3, 77 Market
Street Wollongong
Date: 21.6.18

Witness Signature: [Signature]
Print Full Name: John Williams
Position: P+C Business Partner
Address: Level 3 77 Mkt St
Wollongong
Date: 21/6/18

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

.....
WITNESS
Margaret Mary Potts
50 O’Dea Ave, Waterloo

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

.....
WITNESS
Margaret Mary Potts
50 O’Dea Ave, Waterloo

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

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

Signature: _____

Witness Signature: _____

Print Full Name: _____

Print Full Name: _____

Position: _____

Position: _____

Address: _____

Address: _____

Date: _____

Date: _____

Authority: (Insert Details Of Authority To Sign)

Signed for and on behalf of the Australian Nursing and Midwifery Federation – ACT Branch
by:



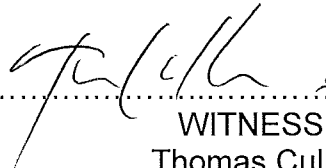
Matthew Daniel
Branch Secretary
Australian Nursing and Midwifery Federation
ACT Branch
2/53 Dundas Ct
PHILLIP ACT 2606



WITNESS
Thomas Cullen
2/53 Dundas Ct PHILLIP



Shane Carter
Vice-President
Australian Nursing and Midwifery Federation
ACT Branch
2/53 Dundas Ct
PHILLIP ACT 2606



WITNESS
Thomas Cullen
2/53 Dundas Ct PHILLIP ACT

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Brett Holmes

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Brett Howard Holmes
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Australian Nursing and Midwifery Federation
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WATERLOO NSW 2017

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**SCHEDULES AND
ANNEXURES TO
AGREEMENT**

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

I. GENERAL EMPLOYMENT CLASSIFICATIONS

II. NURSES' EMPLOYMENT CLASSIFICATIONS

I. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

1. AGED CARE EMPLOYEE (ACE)

1.1 Aged Care Employee Level 1 means an employee with less than 500 hours work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements, policies and procedures as determined by the employer. Concerns should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

Care Stream: Carry out tasks to attend to the personal needs of residents.

Catering Stream: General assistance to provide domestic/cleaning services.

Hospitality Stream: Carry out tasks to provide domestic services to residents.

Lifestyle Stream: Carry out tasks to assist in resident lifestyle.

Maintenance Stream: General labouring assistance to higher level employees in the basic range of cleaning, gardening, maintenance and waste services duties.

(a) **Accountability and extent of authority**

An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of their role and is responsible for the quality of their work.

(b) **Judgement and decision-making**

Work activities are generally routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks. Concerns should be referred to a more senior staff member.

(c) **Interpersonal skills**

Sound verbal and written communication skills are required with employees, customers, visitors, contractors.

(d) **Qualifications and experience**

An employee in this level will have commenced on-the-job training which may include an induction course and may include a First Aid Certificate.

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EMPLOYMENT CLASSIFICATIONS

1.2 Aged Care Employee Level 2 means an employee who has 500 hours work experience (this may include substantiated volunteer hours working in a relevant area) in the industry or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this level may be paid as ACE Level 1. Employees at this level work within established guidelines including compliance with documentation and system requirements, policies and procedures as determined by the employer. Payment of the new classification will be effective the first full pay period on or after the date of the increase or change.

In some situations detailed instructions may be necessary commensurate with the skills, abilities and experience of the employee. Indicative tasks an employee at this level may perform are as follows:

Care Stream: Under limited supervision, provide assistance to residents according to the requirements of the Care Plan in carrying out simple personal care tasks which shall include but not be limited to: undertake daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals; assist and support residents with compliance aids; simple wound dressing; implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks. Under direct supervision, provide assistance to a higher level Aged Care Employee in attending to the personal care needs of a resident.

To progress to ACE Level 3 the following must be satisfied:

- i. The employee has satisfactorily met the competency requirements of ACE Level 2 (Care Stream), completed the relevant Certificate III and demonstrated their capacity to perform duties consistent with ACE Level 3.
- ii. The employee applies for and is appointed to an ACE Level 3 vacant position.

Catering Stream: Under limited supervision perform the full range of tasks associated with food preparation, cleaning and general domestic work.

Hospitality Stream: Performance under limited supervision of the full range of Domestic duties including but not limited to: cleaning of accommodation, food service areas and general areas; table service and clearing duties; assistance in the preparation and regeneration of food (complying with resident dietary requirements) and light refreshments; all laundry duties.

Lifestyle Stream: Performance under limited supervision of the full range of Lifestyle duties including but not limited to provide lifestyle programs to residents according to the requirements of the Care Plan, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise with entertainers and community groups as required.

Maintenance Stream: General indoor cleaning and labouring assistance to higher level employees in the basic range of gardening, maintenance and waste services duties.

(a) **Accountability and extent of authority**

An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of their role and is responsible for the quality of their work.

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(b) **Judgement and decision-making**

Work activities are generally routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

(c) **Interpersonal skills**

Sound verbal and written communication skills are required with employees, customers, visitors, contractors.

(d) **Qualifications and experience**

An employee in this level will have completed on the job training and may be working towards or have completed a **relevant Certificate II or III** and First Aid Certificate.

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1.3 Aged Care Employee Level 3 means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements, policies and procedures as determined by the employer. Indicative tasks an employee at this level may perform are as follows:

Care Stream: Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication dose administration aids; blood sugar level checks etc and may be required to assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia. Recognise report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation; assist in the development and implementation of care plans.

Qualification: Employees at this level possess a relevant Certificate III and competencies have been verified and approved by the delegated officer. For those employees responsible for the management of insulin dependent diabetic must possess the Managing the Insulin Dependent Diabetic and Medication competency. Until verification of medication competency, employees will remain on the ACE 2 classification.

Catering Stream: Under limited supervision perform the full range of Catering tasks including food preparation, storage distribution and cleaning of general work area.

Lifestyle Stream: Performance under limited supervision of the full range of Lifestyle duties including but not limited to assist in the development and review of resident care plans, prepare, deliver and evaluate exercise and lifestyle programs, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise and coordinate with volunteers, entertainers and community groups as required.

Qualification: Employees must possess a relevant Certificate III or Certificate IV and competencies have been verified and approved by the delegated officer.

Maintenance Stream: Undertake duties consistent with a non-qualified gardener / labourer / internal and external cleaner / waste services.

Qualification: Nil

(a) **Accountability and extent of authority**

Employees perform work under limited supervision. Employees at this level have contact with the public or other employees, which involve explanations of specific procedures and practices. Employees at this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Employees at this level may assist others in the supervision of the work of an ACE Level 1, 2 or 3.

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(b) **Judgement and decision-making**

The nature of the work is clearly defined with established procedures well understood or clearly documented. Employees at this level are expected to use some originality in approach with solutions usually attributable to the application of previously encountered procedures and practices.

(c) **Interpersonal skills**

Sound verbal and written communication skills are required with employees, customers, visitors, contractors.

(d) **Qualifications and experience**

At a minimum, an employee at this level will have satisfactorily completed the requirements identified within the role above.

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EMPLOYMENT CLASSIFICATIONS

1.4 Aged Care Employee Level 4 means an employee with appropriate experience and qualification(s) acceptable to the employer and:

- i. is designated by the employer as having the responsibility for leading and/or supervising the work of others
- ii. is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the Care Centre or Service.

Employees at this level may be required to plan, direct, and develop employees, comply with documentation requirements, policies and procedures as determined by the employer and assist in the development of budgets. Indicative tasks an employee at this level may perform are as follows:

Care Stream: An employee at this Level undertakes all the tasks of an ACE Level 1, 2 or 3 employee except that an employee at this level will be responsible for the complex personal care needs of residents including development and implementation of care plans. Employees at Level 4 may be involved in on-the-job training of employees. Employees at this level will be designated by the employer as having responsibility for leading/mentoring/training and/or supervising the work of others.

Qualification: Employees must possess a relevant Certificate III and competencies have been verified and approved by the delegated officer.

Catering Stream: Perform the full range of food production tasks and may be responsible to coordinate and direct the work of Aged Care Employees Level 1, 2 and 3 and may be responsible for supervising a team.

Qualification: Employees must possess a relevant Certificate IV and competencies have been verified and approved by the delegated officer.

Hospitality Stream: Responsible for the planning, ordering and preparing of all meals, coordination of domestic services, scheduling of resources and supervise the work of others to ensure hospitality services are provided.

Qualification: Employees must possess a relevant Certificate III in Hospitality and competencies have been verified and approved by the delegated officer.

Lifestyle Stream: Performance under limited supervision of the full range of Lifestyle duties including but not limited to development and review of resident care plans, prepare, deliver and evaluate exercise and lifestyle programs, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise and coordinate with volunteers, entertainers and community groups as required. An employee at this level may be required to relieve in more senior positions i.e. Lifestyle Manager. An employee may be required to drive a Minibus or Larger Vehicle.

Qualification: Employees must possess a relevant Certificate IV and competencies have been verified and approved by the delegated officer.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

Maintenance Stream: Maintenance handy person. Undertake basic repairs to buildings, equipment, appliances and similar items, general gardening, internal and external cleaning and waste services. This level does not require trade skills or knowledge however where no trades person is employed, an employee at this level may be required to perform occasional tasks falling within the basic scope of trade skills provided the time involved undertaking such work is paid at the rate of ACE Level 5.

Qualification: Nil

(a) **Accountability and extent of authority**

The same as Level 3 except that employees at this level may be asked to supervise the work of a level 1, 2 or 3.

(b) **Judgement and decision-making**

The nature of the work is usually specialised, within established procedures and requiring personal judgement. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered experience and procedures.

(c) **Interpersonal skills**

Sound verbal and written communication skills are required with employees, customers, visitors, contractors.

(d) **Qualifications and experience**

At a minimum, an employee at this level will have satisfactorily completed the requirements identified within the role above.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

1.5 Aged Care Employee Level 5 means:

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

- i. is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for an Aged Care Employee Level 4
- ii. is required to work individually with minimal supervision.

Employees at Level 5 are required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Care Stream: An employee at this level has overall responsibility for ensuring that the care needs of the resident are met. To achieve this goal responsibilities include but not limited to coordinating and directing resources and the development of ACE level 1, 2, 3 and 4 employees. To achieve this outcome care plans need to be developed, implemented, monitored and reassessed in accordance with organisational policies and procedures. Employees at this level will be designated by the employer as having responsibility for leading/mentoring/training and/or supervising the work of others. An example of the overall responsibility of this position includes managerial functions during periods where no other senior care or clinical staff are rostered to work.

Qualification: Employees must possess a relevant Certificate IV and competencies have been verified and approved by the delegated officer.

Catering Stream: Perform the full range of duties consistent with a Junior Sous Chef classification including the responsibility for coordinating and performance of a section of operations.

Qualification: Employees must possess a Trade Certificate in Commercial Cookery.

Hospitality Stream: Perform the full range of hospitality duties including but not limited to the planning, ordering and preparing of all meals, coordination of domestic services and scheduling of resources to ensure hospitality services are provided.

Qualification: Employees must possess a Certificate IV in Hospitality and competencies have been verified and approved by the delegated officer.

Lifestyle Stream: Perform the full range of Lifestyle duties including but not limited to development and review of resident care plans, prepare, deliver and evaluate exercise and lifestyle programs, understand the emotional, spiritual and cultural needs of the residents and document as per organisational requirements. Liaise and coordinate with volunteers, entertainers and community groups as required. An employee at this level may be required to relieve in more senior positions i.e. Lifestyle Manager.

Qualification: Employees must possess a relevant Certificate IV and competencies have been verified and approved by the delegated officer.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

Maintenance Stream: Team Leader – Non Trades. Undertake basic repairs to buildings, equipment, appliances and similar items, general gardening, internal and external cleaning and waste services. This level does not require trade skills or knowledge however, where no trades person is employed, an employee at this level may be required to perform occasional basic tasks falling within the scope of trade skills. Schedule work programs with expected work performance outcomes on a routine and regular basis. Responsible for a site and may be required to coordinate and direct the work of employees performing gardening or maintenance duties. Where required, coordinate and monitor routine service contracts associated with gardening.

Qualification: Nil.

(a) **Accountability and extent of authority**

The same as Level 4 except that employees at this level may be asked to supervise the work of an ACE Level 1, 2, 3, 4.

(b) **Judgement and decision-making**

The nature of the work is usually specialised, with established procedures and requiring personal judgement. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered experience, procedures and qualifications.

(c) **Interpersonal skills**

High level verbal and written communication and interpersonal skills are required with employees, customers, visitors, contractors.

(d) **Qualifications and experience**

At a minimum, an employee at this level will have satisfactorily completed the requirements identified within the role above and the competencies have been verified and approved by the relevant delegated officer.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

1.6 Aged Care Employee Level 6 means:

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

- i. is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for an Aged Care Employee Level 5
- ii. is required to work individually with minimal supervision.

All Level 6 employees in the **Care** and **Catering** Stream will be paid as Level 6a).

Employees at Level 6 are required to exercise any/all managerial functions in relation to the operation of a significant service and comply with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows:

Care Stream (Level 6a): An employee at this level has overall responsibility for ensuring that the care needs of the resident are met. To achieve this goal responsibilities include but not limited to coordinating and directing resources and the development of level 1, 2, 3, 4 and 5 employees. To achieve this outcome care plans need to be developed, implemented, monitored and reassessed in accordance with organisational policies and procedures. Employees at this level will be designated by the employer as having responsibility for leading/mentoring/training and/or supervising the work of others.

Employees at this level may be required to perform the duties of an ACE Level 7.

Qualification: An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

- A relevant Certificate III
- A relevant Certificate IV
- A relevant Medication module or hold other appropriate qualifications acceptable to the employer.

Catering Stream (Level 6a): Perform the full range of duties consistent with a Senior Sous Chef classification including the responsibility for coordinating and performance of a large section of operations including managing employees at ACE Levels 1, 2, 3, 4 and 5.

Qualification: Relevant Employees must possess a Craftsman Certificate in Cooking.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

Maintenance Stream:

- Level 6a – Tradesperson, perform all duties and responsibilities consistent with a qualified and licensed Tradesperson (e.g. Electrician, Painter, Horticulture). May be required to perform some of the duties of ACE Level 5.
- Level 6b – Tradesperson in charge of employees (Trades and ACE), perform all duties and responsibilities consistent with a qualified and licensed Tradesperson (eg. Electrician, Painter, Horticulture). Responsible for leading a team of tradespersons and ACE level employees at a Care Centre or as part of the Central Maintenance team to ensure all maintenance objectives are achieved. Manage contractors as required. May be required to perform some of the duties of ACE Level 5.

Qualification: Relevant trade qualification in the identified trade and completion of all practical and theory elements to achieve tradesperson status.

(a) Accountability and extent of authority

The same as Level 5 except that employees at this level will be asked to supervise the work of an ACE Level 1, 2, 3, 4, 5 and 6. Positions at this level will contribute to planning, implementation and review of operational and project activities.

(b) Judgement and decision-making

The nature of the work is usually specialised, with established procedures and requiring personal judgement. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered experience and procedures.

(c) Interpersonal skills

High level verbal and written communication and interpersonal skills are required with employees, customers, visitors, contractors.

(d) Qualifications and experience

At a minimum, an employee at this level will have satisfactorily completed the requirements identified within the role above.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

1.7 Aged Care Employee Level 7 means:

Care Stream:

This level shall only apply to employees having significant responsibility for managing care services. Employees at this level will be required to exercise any/all managerial functions in relation to the operation of the care centre and comply with documentation requirements, policies and procedures as determined by the employer. An employee who holds a relevant tertiary qualification, possesses extensive experience and is required to act on them and:

- i. is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for an Aged Care Employee Level 6
- ii. is required to work individually with minimal supervision.

Qualification: Employees must possess a relevant Certificate IV and competencies have been verified and approved by the delegated officer.

Maintenance Stream: Perform all duties and responsibilities consistent with a qualified and licensed Tradesperson (eg. Electrician, Painter, Horticulture). Responsible for leading a team of Tradespersons in charge, Tradespersons and ACE level employees at a Care Centre or as part of the Central Maintenance team to ensure all maintenance, budget and strategic objectives are achieved. Manage contractors as required.

Qualification: Relevant trade certificate in the identified trade and completion of all practical and theory elements to achieve tradesperson status.

(a) **Accountability and extent of authority**

The same as Level 6 except that employees at this level will be asked to supervise the work of an ACE Level 1, 2, 3, 4, 5 and 6. Positions at this level will contribute to the financial performance of the service as well as planning, implementation and review of operational and project activities.

(b) **Judgement and decision-making**

The nature of the work is usually specialised, with established procedures and requiring personal judgement. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered experience and procedures.

(c) **Interpersonal skills**

High level verbal and written communication and interpersonal skills are required with employees, customers, visitors, contractors.

(d) **Qualifications and experience**

At a minimum, an employee at this level will have satisfactorily completed the requirements identified within the role above.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

2. AT HOME EMPLOYEE

2.1 At Home Employee Grade 1: means an employee with less than 500 hours work experience in this industry who performs routine domestic duties under limited supervision in accordance with the customer's Service / Care Plan including general household cleaning, shopping, preparing meals and providing transport to customers (use of an IRT vehicle may be required). Employees at this level work within established guidelines including compliance with relevant documentation, policies and procedures. Instruction and assistance will be readily available from experienced members of the At Home team.

(a) **Accountability and extent of authority**

An employee at this level will have their work closely monitored. Employees perform routine domestic duties and provide social support utilising a range of basic skills and is responsible for the quality of their work.

(b) **Judgement and decision-making**

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks,

(c) **Interpersonal skills**

Positions at this level require sound verbal and written communication skills and the ability to maintain professional relationships while providing a high level of care.

(d) **Qualifications and experience**

An employee in this level will have current First Aid certificate and will commence on-the-job training including the IRT induction course.

Employees are also required to have a current valid driver's licence.

(e) **Progression**

To progress to the classification of At Home Employee Grade 2 the following must be satisfied:

- i. The employee has completed 500 hours (or six months) of employment and
- ii. The employee has satisfactorily met the requirements of the At Home Employee Grade 1 classification and accept the terms of an approved employee transfer to At Home Employee Grade 2. Payment of the new classification will be effective the first full pay period on or after the date of the increase or change.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

2.2 At Home Employee Grade 2: means an employee who has 500 hours (or six months) work experience in the industry or can demonstrate relevant prior experience acceptable to the employer, which enables the employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this level may be paid as an At Home Employee Grade 1.

Employees at this level work within established guidelines including compliance with relevant documentation, policies and procedures. Employees will work with limited supervision and may perform the full range of At Home domestic and non-complex personal care tasks in accordance with the customer's Service / Care Plan. This includes assisting the customer with personal care tasks so they can maintain their independence in their own homes.

Where employees provide transport to customers, use of an IRT vehicle may be required.

(a) Accountability and extent of authority

An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of their role and is responsible for the quality of their work. At Home Grade 2 employees may be required to demonstrate indicative tasks to less experienced At Home Grade 1 employees.

(b) Judgement and decision-making

Work activities are generally routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

(c) Interpersonal skills

Positions at this level require sound verbal and written communication skills and the ability to maintain professional relationships while providing a high level of care.

(d) Qualifications and experience

An employee in this level will have completed 500 hours (or six months) work experience, have current First Aid certificate and may be working towards or have completed a relevant Certificate III.

Employees are also required to have a current valid driver's licence.

(e) Progression

To progress to the classification of At Home Employee Grade 3 the following must be satisfied:

- i. The employee applies for and may be appointed to an At Home Employee Grade 3 vacant position, has satisfactorily met the competency requirements of the At Home Employee Grade 2 classification and completed the relevant Certificate III qualification or
- ii. The employee has satisfactorily met the competency requirements of the At Home Employee Grade 2 classification, completed the relevant Certificate III qualification and undertaken duties consistent with an At Home Employee Grade 3, for a period of greater than three (3) months for the majority of the shift/fortnight (50% + 1) may request in writing a reclassification. The request will not be withheld providing the employee has met the 50% + 1.
- iii. Must undertake medication competency certification.

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EMPLOYMENT CLASSIFICATIONS

2.3 At Home Employee Grade 3: means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to limited supervision, including compliance with documentation requirements, policies and procedures.

Indicative tasks an employee at this level may perform include providing a wide range of direct services in accordance with the customer's Service / Care Plan, including: complex personal care, to assist and support customers with medication and assist and support diabetic customers with the management of their insulin and diet if required.

Where employees are required to provide transport, use of an IRT vehicle may be required.

(a) Accountability and extent of authority

Employees perform work under limited supervision. Employees at this level are accountable for the quality and timeliness of their own work. Employees at this level may be required to assist At Home Grade 1 or 2 employees with the supervision of their work (during buddy shifts for example).

(b) Judgement and decision-making

The nature of the work is clearly defined with established procedures. Employees at this level are expected to use initiative within their scope of practice, and work in accordance with current legislation and IRT policy and practice.

(c) Interpersonal skills

Positions at this level require sound verbal and written communication skills and the ability to maintain professional relationships while providing a high level of care.

(d) Qualifications and experience

Employees at this level possess a relevant Certificate III qualification, can demonstrate relevant skills and abilities and have had these verified by the In Home Care Manager or qualified assessor.

Employees responsible for assisting a customer with insulin dependency, are required to have successfully completed the IRT non-accredited training course: Contribute to the Care of People with Diabetes and have the accredited skill set: Medication Assistance or approved accredited course.

Current First Aid Certificate.

Employees are also required to have a current valid driver's licence.

(e) Progression

To progress to the classification of At Home Employee Grade 4 the following must be satisfied:

- i. The employee applies for and may be appointed to an At Home Employee Grade 4 vacant position.
- ii. The employee has satisfactorily met the requirements of the At Home Employee Grade 3 classification, completed the relevant Certificate IV, can demonstrate the ability to carry out the responsibilities of an At Home Employee Grade 4 employee and accept the terms of an approved employee transfer before they can be transferred to fill an At Home Employee Grade 4 vacancy.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

2.4 At Home Employee Grade 4: means an employee with appropriate experience and qualification(s) acceptable to the employer and:

- i. is designated by the employer as having the responsibility for leading and/or supervising the work of others; or
- ii. is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the Service.

Employees at this level may be required to plan, direct, and develop At Home employees, and comply with documentation requirements, policies and procedures. Indicative tasks an employee at this level may perform include all the tasks of an At Home Grade 1, 2 or 3 employee, however an employee at this level will also be responsible for the provision of first tier service and support out of business hours. Employees at Level 4 may be involved in on-the-job training of employees and may be designated by the employer as having responsibility for leading/mentoring/training and/or supervising the work of others.

(a) Accountability and extent of authority

The same as At Home Employee Grade 3 except that employees at this level may be asked to supervise the work of employees at grades 1, 2 or 3.

(b) Judgement and decision-making

The nature of the work is clearly defined and usually specialised with established procedures. Employees at this level are expected to use initiative within their scope of practice, and work in accordance with current legislation and IRT policy and practice.

(c) Interpersonal skills

Positions at this level require sound verbal and written communication skills and the ability to maintain professional relationships while providing a high level of care.

(d) Qualifications and experience

Employees at this level possess a relevant Certificate IV qualification **and** can demonstrate relevant skills and abilities and have had these verified by the At Home Manager or delegated officer.

Current First Aid Certificate.

Employees are also required to have a current valid driver's licence.

3. SOCIAL WELFARE OFFICER

Social Welfare Officer Level 1 (previous Grade 2, Yr 4) means a person who is employed to perform duties of a varied and responsible nature which may include service delivery on an individual, group or community basis. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee. The person must hold an approved and relevant post-secondary qualification e.g. Certificate III, Certificate IV.

Social Welfare Officer Level 2 (previous Grade 3, Yr 5) means an employee who performs more varied complex and responsible work than a Level 1. This may include service delivery on an individual, group or community basis. Such employee may be required to exercise initiative and independent judgement, undertake complex counselling, may include coordination and case responsibility, but will be under the general supervision of another employee. The person must hold an approved and relevant post-secondary qualification e.g. Certificate III, Certificate IV or a Diploma.

Social Welfare Officer Level 3 (previous Grade 4, Yr 4) means an employee who performs more varied, complex and responsible work than a Level 2. This may include service delivery on an individual, group or community basis. Such employees may be required to exercise substantial initiative and responsibility in relation to service delivery and have an extensive knowledge of social and community welfare services. The person may be subject only to general supervision and not generally receive instruction from another employee. Such duties may include case management responsibility for customers, coordination of a service, specialised judgement within prescribed areas, contribution to policy development, supervision of other workers, and/or complex counselling. The person must hold an approved and relevant tertiary qualification eg. Diploma or Degree.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

4. ADMINISTRATION EMPLOYEES

Grades: All employees shall be graded in one of the following grades and informed accordingly in writing of appointment to the position held by the employee and subsequent graded positions.

An employee shall be graded in the grade where the principal function of his or her employment, as determined by the employer, is of a clerical nature.

4.1 Administration Employee Grade 1

- (a) The employee may work under direct supervision with regular checking of progress.
- (b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.
- (d) Indicative tasks an employee at this level may perform are as follows:

Information Handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents using manual and electronic systems.

Communication: Receive and relay verbal and written messages; complete organisational forms and associated documentation; ensure effective communication through verbal and electronic means.

Enterprise: Identify key functions and personnel; apply office procedures.

Technology: Operate office equipment and information technology systems and software appropriate to the tasks to be completed; open, retrieve, copy and close data files. Use communication software such as Windows, Outlook, Word and Excel.

Organisational: Plan and organise a personal daily work routine.

Customer Service: Ensure high level customer service, aligned to IRT's Customer Service Charter and Values.

Team: Complete allocated tasks.

Legislation, Policy & Procedure: Understand and adhere to relevant legislation and organisational policies and procedures.

Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

4.2 Administration Employee Grade 2

- (a) The employee may work under routine supervision with intermittent checking.
- (b) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- (d) Indicative tasks an employee at this level may perform are as follows:

Information Handling: Update and modify existing manual and electronic organisational records and forms; remove or archive inactive files in line with records management guidelines.

Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence. Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence consistent with the classification.

Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.

Technology: Operate office equipment and information technology systems and software appropriate to the tasks to be completed; open, retrieve, copy and close data files. Use communication software such as Windows, Outlook, Word and Excel.

Organisational: Organise own work schedule; know roles and functions of other employees.

Customer Service: Ensure high level customer service, aligned to IRT's Customer Service Charter and Values.

Team: Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.

Legislation, Policy & Procedure: Understand and adhere to relevant legislation and organisational policies and procedures.

Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

4.3 Administration Employee Grade 3

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (c) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.
- (d) Indicative tasks an employee at this level may perform are as follows:

Information Handling: Update and modify existing manual and electronic organisational records and forms; remove or archive inactive files in line with records management guidelines and coordinate employee rostering systems.

Communication: Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence consistent with the classification and handle sensitive and confidential matters with tact and discretion.

Enterprise: Clarify specific needs of customer/other employees; provide information and advice; follow-up on customer/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.

Technology: Utilise organisational software and databases to contribute to operational activities (e.g. time and attendance system, records management system, customer service database); maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.

Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

Team: Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.

Legislation, Policy & Procedure: Understand and adhere to relevant legislation and organisational policies and procedures.

Business Financial: Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; process payroll data, maintain stock control records.

4.4 Administration Employee Grade 4

- (a) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (b) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (c) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.
- (d) Indicative tasks an employee at this level may perform are as follows:

Information Handling: Categorise files; ensure efficient distribution of files and records; maintain security of manual and electronic filing system and forms; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation. Adhere to organisational records management guidelines.

Communication: Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence and reports consistent with the classification and handle sensitive and confidential matters with tact and discretion.

Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in customer requirements.

Technology: Utilise organisational software and databases to contribute to operational activities (e.g. time and attendance system, records management system, customer service database). Contribute to business objectives and project completion through use and understanding of software and technology.

Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.

Legislation, Policy & Procedure: Understand, adhere and provide advice within delegated authority on relevant legislation and organisational policies and procedures.

Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

Qualification: A position at this level may require a post-secondary qualification and or demonstrated experience.

4.5 Administration Employee Grade 5

- (a) The employee may be supervised by professional employees and may be responsible for the planning and management of the work of others.
- (b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- (d) Indicative tasks an employee at this level may perform are as follows:

Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation. Adhere to organisational records management guidelines and coordinate employee rostering systems.

Communication: Obtain data from external sources; produce reports; identify need for documents and/or research. Communicate effectively to all internal and external customers using telephone, written and electronic forms of communication; interpret and draft written correspondence and reports consistent with the classification and handle sensitive and confidential matters with tact and discretion.

Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.

Technology: Establish and maintain a small network; utilise organisational software and databases to contribute to operational activities (e.g. time and attendance system, records management system, customer service database). Contribute to business objectives and project completion through use and understanding of software and technology.

Organisational: Organise meetings; plan and organise conference.

Team: Draft job vacancy advertisement; assist in the selection of employees; plan and allocate work for the team; monitor team performance; organise training for team.

Legislation, Policy & Procedure: Understand, adhere and provide advice within delegated authority on relevant legislation and organisational policies and procedures.

Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

Qualification: A position at this level may require a post-secondary qualification and or demonstrated experience.

- (e) Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

5. APPRENTICES

- (a) Apprentice means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.
- (b) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.
- (c) Adult apprentices are apprentices who are aged 21 years and over at the time of commencing their apprenticeship.

II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing means a person, other than a registered nurse, trainee or enrolled nurse or Aged Care Employee who is employed in nursing duties in a residential aged care facility. Existing employees classified in this role will be graded at the highest rate for the classification. All new employees engaged in residential aged care facilities are employed as Aged Care Employees.

Clinical Nurse Consultant means a registered nurse appointed as such to the position, who has had at least five years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer. In addition to the expectation of the Clinical Nurse Specialist, the Clinical Nurse Consultant will have several services that their consultant specialist knowledge will be shared with including education and advice to Clinical Nurse specialists, RNs, Care Coordinators and Care Managers.

Clinical Nurse Educator means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education. The Clinical Nurse Educator may also be responsible for new employee orientation.

Clinical Nurse Specialist means a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience. Generally across an area including more than one service the Clinical Nurse Specialist will provide specialist education, information and advice to RNs, EENs and relevant Aged Care Employees (Level 3 – 7).

(a) In residential aged care facilities where there are less than 250 beds:

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her or his specified post registration qualification.

Senior Care Coordinator (Deputy Director of Nursing) means a registered nurse appointed to assist the Care Manager (Director of Nursing) in the management of a Care Centre (Residential Aged Care Facility) and take a shared responsibility for the clinical care of residents when the employer deems that assistance is required.

Director of Nursing means a registered nurse who is appointed in accordance with the requirements of the Public Health Act 2010 as being responsible for the overall care of the residents of the Care Centre (Nursing Home). The Director of Nursing must hold minimum necessary qualifications as required by the Public Health (General) Regulation 2002.

Enrolled Nurse (EN) means a nurse enrolled with the Board who is authorised to administer medications.

Upon being authorised to administer medications by the Board an employee will be classified as an EN.

An EN may be required to lead and/or supervise the work of others.

SCHEDULE A

EMPLOYMENT CLASSIFICATIONS

Enrolled Nurse (with Notation) means a nurse enrolled with the Board who has the following notation on their licence: “Does not hold Board-approved qualifications in administration of medications” attached to their enrolment.

Nurse includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.

Nurse Practitioner means a registered nurse appointed as such and who is authorised by the Board, pursuant to Section 19A of the Nurses Act 1991, to practice as a Nurse Practitioner.

Registered Nurse (RN) means a person registered by the Board as such.

RN 1st and 2nd Year will be reclassified to RN 3rd Year following a successful performance review.

New RNs 1st and 2nd Year will be paid 3rd year rate of pay following a successful performance review at 3 months and progress to RN 4th Year rate at the completion of 1976 hours.

RN 4th year will progress to RN 5th Year after completion of 1976 hours.

New RNs (5th Year) and IRT RNs (5th Year) will be paid the RN 8th Year/thereafter rate of pay following a successful performance review at 3 months.

IRT RN Cadets, upon graduation, will be paid at the RN 3rd Year rate of pay and progress to RN 4th Year rate of pay at the completion of 1976 hours

RN Graduates (non IRT Cadets) will progress from RN 1st Year to RN 3rd Year rate of pay following a successful performance review at 3 months.

Student Enrolled Nurse means a person who is being trained to become an enrolled nurse.

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

B

PAY, OTHER RATES AND ALLOWANCES

Table 1 – Rates of Pay

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Assistant in Nursing				
1st year	21.57	22.11	22.66	23.23
2nd year	22.21	22.77	23.34	23.92
3rd year	22.86	23.43	24.02	24.62
Thereafter	23.53	24.12	24.72	25.34

Student Enrolled Nurse				
1st year	21.15	21.68	22.22	22.78
2nd year	21.83	22.38	22.94	23.51
3rd year	22.53	23.09	23.67	24.26
Thereafter	23.22	23.80	24.40	25.01

Enrolled Nurse (without medication qualification)				
1st year	25.97	26.62	27.29	27.97
2nd year	26.50	27.16	27.84	28.54
3rd year	26.85	27.52	28.21	28.92
4th year	27.42	28.11	28.81	29.53
Thereafter	27.95	28.65	29.37	30.10

Enrolled Nurse	29.08	29.81	30.56	31.32
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SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Registered Nurse				
1st year	29.08	32.28	33.09	33.92
2nd year	30.61	33.67	34.51	35.37
3rd year	32.14	35.68	36.57	37.48
4th year	33.79	37.51	38.45	39.41
5th year & thereafter	40.43	41.44	42.48	43.54

Care Coordinators				
Level I 1st year	44.76	45.88	47.03	48.21
2nd year	45.99	47.14	48.32	49.53
Level II	47.09	48.27	49.48	50.72
Level III	48.32	49.53	50.77	52.04

Nurse undergoing pre-registration assessment	25.57	26.21	26.87	27.54
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Clinical Nurse Consultant	45.32	46.45	47.61	48.80
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Clinical Nurse Specialist	42.07	43.12	44.20	45.31
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Clinical Nurse Educator	42.07	43.12	44.20	45.31
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SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Senior Care Coordinator				
<20 beds	46.91	48.08	49.28	50.51
20-75 beds	48.09	49.29	50.52	51.78
75-100 beds	49.17	50.40	51.66	52.95
100-150 beds	50.21	51.47	52.76	54.08
150-200 beds	51.69	52.98	54.30	55.66
200-250 beds	53.38	54.71	56.08	57.48
250-350 beds	55.35	56.73	58.15	59.60
350-450 beds	57.29	58.72	60.19	61.69
450-750 beds	59.36	60.84	62.36	63.92
>750 beds	61.64	63.18	64.76	66.38

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Director of Nursing				
<25 beds	52.31	53.62	54.96	56.33
25- 50 beds	55.35	56.73	58.15	59.60
50-75 beds	56.53	57.94	59.39	60.87
75-100 beds	57.66	59.10	60.58	62.09
100-150 beds	59.30	60.78	62.30	63.86
150-200 beds	61.25	62.78	64.35	65.96
200-250 beds	63.21	64.79	66.41	68.07
250-350 beds	65.54	67.18	68.86	70.58
350-450 beds	69.43	71.17	72.95	74.77
450-750 beds	73.41	75.25	77.13	79.06
>750 beds	77.93	79.88	81.88	83.93

Aged Care Employees (ACE)				
Level 1	19.71	20.20	20.71	21.23
Level 2	21.36	21.89	22.44	23.00
Level 3	22.28	22.84	23.41	24.00
Level 4	23.56	24.15	24.75	25.37
Level 5	24.79	25.41	26.05	26.70
Level 6a	27.55	28.24	28.95	29.67
Level 6b	29.08	29.81	30.56	31.32
Level 7 – from	29.43	30.17	30.92	31.69
to	40.03	41.03	42.06	43.11

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
At Home Employees				
Grade 1	21.50	22.04	22.59	23.15
Grade 2	22.53	23.09	23.67	24.26
Grade 3	24.03	24.63	25.25	25.88
Grade 4	24.79	25.41	26.05	26.70

Live-in Housekeeper				
Grade 1 per day	212.44	217.75	223.19	228.77
Grade 2 per day	239.62	245.61	251.75	258.04
Grade 3 per day	277.04	283.97	291.07	298.35

Social Welfare Officer				
Level 1	26.44	27.10	27.78	28.47
Level 2	31.20	31.98	32.78	33.60
Level 3	34.79	35.66	36.55	37.46

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Administration Employees:				
Juniors				
16yrs & under	11.78	12.07	12.37	12.68
17 years	13.35	13.68	14.02	14.37
18 years	15.05	15.43	15.82	16.22
19 years	16.95	17.37	17.80	18.25
20 years	18.68	19.15	19.63	20.12

Adults				
Grade 1	23.01	23.59	24.18	24.78
Grade 2	24.35	24.96	25.58	26.22
Grade 3	25.74	26.38	27.04	27.72
Grade 4	26.50	27.16	27.84	28.54
Grade 5	27.73	28.42	29.13	29.86

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Apprentices:				
Employees commenced under the age of 21				
Apprentice Cook				
1st year	11.88	12.18	12.48	12.79
2nd year	14.03	14.38	14.74	15.11
3rd year	17.27	17.70	18.14	18.59

Apprentice Gardener & Painter				
1st year	11.88	12.18	12.48	12.79
2nd year	14.03	14.38	14.74	15.11
3rd year	16.19	16.59	17.00	17.43
4th year	20.51	21.02	21.55	22.09

Employees commenced over the age of 21				
Apprentice Cook				
1st year	17.27	17.70	18.14	18.59
2nd year	19.71	20.20	20.71	21.23
3rd year	21.79	22.33	22.89	23.46

Apprentice Gardener & Painter				
1st year	17.27	17.7	18.14	18.59
2nd year	19.71	20.20	20.71	21.23
3rd year	19.71	20.20	20.71	21.23
4th year	21.23	21.76	22.30	22.86

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Trainees				
Full Time Trainees				
Industry Skill Level A*:				
Year 10 School leaver	8.57	8.78	9.00	9.23
Plus 1 year out of school	9.41	9.65	9.89	10.14
plus 2 years	11.33	11.61	11.90	12.20
plus 3 years	13.13	13.46	13.80	14.15
plus 4 years	15.29	15.67	16.06	16.46
plus 5 years or more	17.52	17.96	18.41	18.87
Year 11 School leaver	9.41	9.65	9.89	10.14
Plus 1 year out of school	11.33	11.61	11.90	12.20
plus 2 years	13.13	13.46	13.80	14.15
plus 3 years	15.29	15.67	16.06	16.46
plus 4 years	17.52	17.96	18.41	18.87
Year 12 School leaver	11.33	11.61	11.90	12.20
Plus 1 year out of school	13.13	13.46	13.80	14.15
plus 2 years	15.29	15.67	16.06	16.46
plus 3 years	17.52	17.96	18.41	18.87

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Classification	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
Part Time Trainees				
Wage/Skill Level A*				
Trainees who have left school Year 10				
School leaver	10.71	10.98	11.25	11.53
1 year after leaving school	11.77	12.06	12.36	12.67
2 years +	14.15	14.50	14.86	15.23
3 years +	16.45	16.86	17.28	17.71
4 years +	19.14	19.62	20.11	20.61
5 years +	21.91	22.46	23.02	23.60

Trainees who have left school Year 11				
School leaver	11.77	12.06	12.36	12.67
1 year after leaving school	14.15	14.50	14.86	15.23
2 years +	16.45	16.86	17.28	17.71
3 years +	19.14	19.62	20.11	20.61
4 years +	21.91	22.46	23.02	23.60

Trainees who have left school Year 12				
School leaver	14.15	14.50	14.86	15.23
1 year after leaving school	16.45	16.86	17.28	17.71
2 years +	19.14	19.62	20.11	20.61
3 years +	21.91	22.46	23.02	23.60

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
1	Broken Shift	20.5(e)	0.5 x hourly rate	0.5 x hourly rate	0.5 x hourly rate	0.5 x hourly rate
2	Overtime - Breakfast	27.9(a)	15.18	15.56	15.95	16.35
3	Overtime – Luncheon	27.9(a)	19.63	20.12	20.62	21.14
4	Overtime - Evening Meal	27.9(a)	28.65	29.37	30.10	30.85
5	In charge of residential aged care facility less than 100 beds	27.1(a)	26.09	26.74	27.41	28.10
6	In charge of residential aged care facility, 100 beds or more	27.1(a)	42.04	43.09	44.17	45.27
7	In charge of section	27.1(b)	26.09	26.74	27.41	28.10
8	On call	27.5(a) 27.6(a)	35.33	36.21	37.12	38.05
	On call (In-Home Care – RN)	27.6(a)	46.53	47.69	48.88	50.10
9	On call during meal break	27.5(b)	12.60	12.92	13.24	13.57
10	Sleep over	27.4(b)iv	3 x hourly rate	3 x hourly rate	3 x hourly rate	3 x hourly rate
11	Continuing education allowance: RN	27.7(g)	21.91	22.46	23.02	23.60
12	Continuing education allowance: RN	27.7(h)	36.50	37.41	38.35	39.31
13	Continuing education allowance: RN	27.7(i)	43.80	44.90	46.02	47.17
14	Continuing education allowance: EN	27.7(j)	14.60	14.97	15.34	15.72
15	Fire Safety Officer Less than 100 beds - per week	27.11(a)	18.68	19.15	19.63	20.12
16	Fire Safety Officer More than 100 beds - per week	27.11(a)	41.44	42.48	43.54	44.63

SCHEDULE B

PAY, OTHER RATES AND ALLOWANCES

TABLE 3 – Vehicle Allowance

Item No.	Clause No.	Brief Description	As at 18/01/2017 (\$)	As at 17/01/2018 (\$)	As at 16/01/2019 (\$)	As at 15/01/2020 (\$)
1	23.5(c) 27.2(b) 27.5(c) 47.1(d)(v)	Vehicle Allowance	0.66	0.78	0.78	0.78

The rates above are in accordance with the Aged Care Modern Award and will be adjusted in line with any changes to the Award rates.

SCHEDULE C SUPPORTED WAGE SYSTEM

C

SUPPORTED WAGE SYSTEM

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

The provisions of this schedule are those prescribed in Schedule C – Supported Wage System of the Aged Care Award 2010, as they may change from time to time.

SCHEDULE D

NATIONAL TRAINING WAGE NON-NURSING STAFF

D

NATIONAL TRAINING WAGE NON-NURSING STAFF

D.1 Title

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010 and/or the Social, Community, Home Care and Disability Services Industry Award 2010.

For wage details and conditions, please refer to the [Miscellaneous Award 2010, Schedule E – National Training Wage](#), as they may change from time to time.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

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

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



30 January 2019

Commissioner Johns
Fair Work Commission
Level 10, Terrace Tower
80 William Street
EAST SYDNEY NSW 2011

Dear Commissioner Johns

**IRT Enterprise Agreement 2018 (AG2018/2823)
Undertakings under section 190, *Fair Work Act 2009***

Set out below are undertakings of Illawarra Retirement Trust (IRT) with respect to the *IRT Enterprise Agreement 2018 (Agreement)* pursuant to section 190 of the *Fair Work Act 2009*.

The undertakings utilise terms defined in the Agreement. Reference to a clause is a clause of the Agreement, unless otherwise stated.

Undertakings

- 1 In circumstances where an At-Home Care Worker supervises a client in excursion activities as provided by clause 25.9 of the *Social, Community, Home Care and Disability Services Industry Award 2010*, IRT will apply the terms of clause 25.9 of the *Social, Community, Home Care and Disability Services Industry Award 2010* to that Employee.
- 2 IRT will pay Employees engaged as trainees minimum rates of pay in accordance with Schedule E of the *Miscellaneous Award 2010* plus 5% rather than the rates of pay set out in Schedule B of the Agreement.
- 3 Employees will not be required to work a shift which exceeds 10 ordinary hours.
- 4 Despite clause 20.3(b), IRT will pay any casual Employee who is otherwise covered by the *Health Professionals and Support Services Award 2010* a minimum payment of three hours for each shift in respect of ordinary hours of work.
- 5 An Employee working a broken shift in accordance with clause 20.5 will be entitled to a shift penalty for actual hours worked if satisfying the requirements of clause 24.1.
- 6 In circumstances where an Employee is working a broken shift that starts before 10:00am but ends after 8:00pm, the Employee will be entitled to a shift penalty of 10% for actual hours worked on that shift.
- 7 For the purpose of clause 21.3(a), affected part-time and full-time Employees shall also be entitled to receive payment for their guaranteed minimum hours in that pay period if notified of a cancellation by an At-Home Care customer after 5:00pm for a service that was scheduled to be provided the next day.

- 8 Notwithstanding clause 21.4, IRT will not implement a pilot roster project.
- 9 Notwithstanding clause 23.2(a), if an Employee who would otherwise be covered by the *Aged Care Award 2010* works overtime on a Saturday, that Employee will be paid at the rate of double time for all such overtime.
- 10 For an Employee who would otherwise be covered by the *Health Professionals and Support Services Award 2010*, on the termination of such an Employee's employment in circumstances where the Employee has not been able to take time off in lieu of overtime that has been accrued, IRT will pay it out to the Employee at the applicable overtime rate based on the rates of pay applying at the time payment is made.
- 11 With respect to casual and part-time Employees who would otherwise be covered by either the *Health Professionals and Support Services Award 2010* or the *Nurses Award 2010*, despite what is stated in clause 24.3, such Employees shall only be entitled to the additional rates in accordance with clauses 24.1 and 24.2 where their shifts commence before 6:00am or finish subsequent to 6:00pm.
- 12 With respect to casual Employees who would otherwise be covered by the *Health Professionals and Support Services Award 2010* only, despite what is stated in clause 24.4(a), such Employees will be paid at time and three quarters for work between 12:00am on Saturday and 12:00am on Sunday.
- 13 Notwithstanding clause 25.3, an Employee who is absent from work on a public holiday after agreeing to work that public holiday, will still be entitled to payment for the public holiday at ordinary rates irrespective of the reason for the absence.
- 14 Notwithstanding clause 19.5(b) of the Agreement, a Live-In Housekeeper will be paid in accordance with clause 25.8(c) of the *Social, Community, Home Care and Disability Services Industry Award 2010*.
- 15 If a part-time Employee is to be rostered on a sleepover in accordance with clause 27.4, the Employee will be paid for all time worked on the sleepover either:
- (a) in accordance with clause 27.4(b)(vii)(b); or
 - (b) at overtime rates,
- whichever is higher.
- 16 With respect to Employees who are otherwise covered by the *Aged Care Award 2010*, the *Health Professionals and Support Services Award 2010* or the *Social, Community, Home Care and Disability Services Industry Award 2010*, notwithstanding clause 27.8 in its entirety, if any such Employee is engaged in duties carrying a higher rate of pay than the classification under the Agreement in which they are ordinarily employed in any one day or shift they will be paid at the higher rate for:
- (a) the time so worked for two hours or less; or
 - (b) a full day or shift where the time so worked exceeds two hours.
- 17 With respect to Employees who are otherwise covered by the *Nurses Award 2010*, notwithstanding clause 27.8 in its entirety, if any such Employee is required to relieve another Employee in a higher classification under the Agreement than the one in which they are ordinarily employed for three days or more, they will be paid at the higher classification rate for that period of relieving.

- 18 With respect to clause 28.4(d)(iii), in directing an Employee to take extensive accumulated annual leave, IRT will ensure that the Employee has at least six weeks' accrued annual leave left.
- 19 Notwithstanding clause 32.2(e), IRT will treat former spouses or de facto partners as a 'partner' for the purpose of clause 32.2(d) irrespective of whether they are the father of the child or not.
- 20 In relation to clause 46, if an Employee is required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative outside the Employee's ordinary hours of work, the Employee will be paid overtime (if applicable) for such hours spent attending the meeting in accordance with clause 23 (or be able to take time off in lieu of overtime in accordance with clause 23.7).
- 21 If an Employee is required to attend training in accordance with clause 47.1(d) outside the Employee's normal rostered working hours, notwithstanding clause 47.1(d)(iii), the Employee will be paid overtime (if applicable) in accordance with clause 23 (or be able to take time off in lieu of overtime in accordance with clause 23.7) or be provided with applicable penalties as per clause 24 – Shift and Weekend Work for the period of the training.
- 22 In addition to the provisions of clause 51.3(a), if a victim of Family or Domestic Violence exhausts the leave entitlements provided by clause 51.3(a)(i) to (iii) or does not wish to utilise the ability to take Personal/Carer's Leave in accordance with clause 51.3(a)(ii) or Annual Leave in accordance with clause 51.3(a)(iii), that Employee will be entitled to take unpaid Family and Domestic Violence leave of up to five days per calendar year.
- 23 With respect to any Employee classified as an Administration Employee Junior 20 years, IRT will pay such an Employee a base rate of pay at least 2% higher than the minimum rate of pay for the corresponding classification under *Health Professionals and Support Services Award 2010*.
- 24 With respect to any Social Welfare Worker Level 1 working in the Australian Capital Territory, IRT will pay such an Employee a base rate of pay the higher of either:
- (c) the applicable rate of pay set out in Schedule B of the Agreement; or
 - (d) the applicable rate of pay for the classification of Community Services Worker, Level 2, Pay Point 4 under the pre-reform *Social and Community Services (ACT) Award 1995* plus 2%,
- at any particular point in time.
- 25
- (e) When a casual Employee working in one of the Agreement classifications set out in (b) below is working on a Saturday or Sunday, that casual Employee will be paid the higher of either:
 - (i) the hourly rate determined in accordance with clause 19.2(b) of the Agreement, having regard to clause 24 of the Agreement, based on the applicable rate of pay set out in Schedule B of the Agreement; or
 - (ii) the hourly rate determined in accordance with clauses 10.4(d) and 26.1 of the *Nurses Award 2010* for Saturday work and clauses 10.4(d) and 26.2 of the *Nurses Award 2010* for Sunday work, based on the applicable rate of pay for the Employee's comparable classification under the *Nurses Award 2010*.

- (f) The Agreement classifications to which (a) above applies (including each such classification's comparable classification under the *Nurses Award 2010*) are:
- (i) Assistant in Nursing – 1st year (comparable to Nursing Assistant – 1st year under the *Nurses Award 2010*);
 - (ii) Assistant in Nursing – 2nd year (comparable to Nursing Assistant – 2nd year under the *Nurses Award 2010*);
 - (iii) Assistant in Nursing – 3rd year (comparable to Nursing Assistant – 3rd year and thereafter under the *Nurses Award 2010*);
 - (iv) Assistant in Nursing – Thereafter (comparable to Nursing Assistant – 3rd year and thereafter under the *Nurses Award 2010*);
 - (v) Student Enrolled Nurse – 1st year (comparable to Student Enrolled Nurse – 21 years of age and over under the *Nurses Award 2010*);
 - (vi) Student Enrolled Nurse – 2nd year (comparable to Student Enrolled Nurse – 21 years of age and over under the *Nurses Award 2010*); and
 - (vii) Student Enrolled Nurse – 3rd year (comparable to Student Enrolled Nurse – 21 years of age and over under the *Nurses Award 2010*).

Signed for and on behalf of Illawarra Retirement Trust



Patrick Reid

Chief Executive Officer

EA Rates January 2025

incorporating Stage 3 decisions of the Work Value Case in Aged Care effective 1 Jan 2025



1. AGED CARE EMPLOYEES- DIRECT	As at 06/01/ 2025 (\$)
This includes employees engaged in personal care, lifestyle and the most senior food services employee engaged by any employer at the facility or site.	
ACE - Level 1 - Introductory	29.83
ACE - Level 2	31.58
ACE - Level 3 - Qualified	32.57
ACE - Level 4	33.74
ACE - Level 4B	34.09
ACE - Level 5 - Specialist	37.05
ACE - Level 5A	37.95
ACE - Level 6	39.81

2. AGED CARE EMPLOYEES - GENERAL - CATERING - HOSPITALITY	As at 06/01/ 2025 (\$)
Employees who are employed in hospitality and Laundry roles, or as chefs, catering assistants and kitchen hand/cleaners in Central Production Kitchen, or as head chefs or head cooks on site - including most senior food services employee.	
ACE General - Catering - Hospitality - Level 1	26.16
ACE General - Catering - Hospitality - Level 3	28.58
ACE General - Catering - Hospitality - Level 3B	29.56
ACE General - Catering - Hospitality - Level 4	31.40
ACE General - Catering - Hospitality - Level 5	33.70
ACE General - Catering - Hospitality - Level 6	34.55
ACE General - Catering - Hospitality - Level 7	35.57



3. AGED CARE EMPLOYEES - GENERAL - FACILITIES MANAGEMENT - RETIREMENT VILLAGES - DRIVERS

IRT employees who are employed in maintenance roles including gardening and waste services, bus drivers and Retirement Village operations.

ACE General - Maintenance - Level 2

ACE General - Maintenance - Level 3

ACE General - Maintenance - Level 4

ACE General - Maintenance - Level 5

ACE General - Maintenance - Level 6

ACE General - Maintenance - Level 7

**As at 06/01/ 2025
(\$)**

28.25

28.58

29.15

33.70

34.55

36.45

4. NURSES & CARE LEADERSHIP

NURSES

Registered Nurse

RN 1st Year

RN 2nd Year

RN 3rd Year

RN 4th Year

RN 5th Year and thereafter

Assistant in Nursing

1st year

2nd year

3rd year

Thereafter

Student Enrolled Nurse

**As at 06/01/ 2025
(s)**

42.68

45.41

49.56

52.01

54.51

29.99

30.82

31.67

32.49



1st year	29.39
2nd year	30.21
3rd year	31.07
Thereafter	31.92
Enrolled Nurse (without medication qualification)	
1 st year	36.50
2 nd year	36.86
3 rd year	37.24
4 th year	37.89
Thereafter	38.28
Enrolled Nurse	39.81
Care Coordinator	
Level 1 1 st year	60.28
2 nd year	61.88
Level II	63.32
Level III	64.93
Clinical Nurse Consultant	61.26
Clinical Nurse Educator	61.22
Clinical Nurse Specialist	57.32
Senior Care Coordinator	
< 20 Beds	63.70
21 - 75 Beds	65.61
76 - 100 Beds	67.33
101-150 Beds	68.62
151 - 200 Beds	70.40
201 - 250 Beds	72.47
251 - 350 Beds	74.86
351 - 450 Beds	77.24
451 - 750 Beds	79.75
> 750 Beds	82.54



NURSES & CARE LEADERSHIP
Care Manager (Director of Nursing – Modern Award RN Level 5)
< 25 Beds
25 - 50 Beds
50 - 75 Beds
75 - 100 Beds
100-150 Beds
150 - 200 Beds
200 - 250 Beds
250 - 350 Beds
350 - 450 Beds
450 - 750 Beds
> 750 Beds

As at 06/01/ 2025 (\$)
70.34
74.39
76.29
78.14
81.43
84.15
86.55
89.37
94.12
98.98
104.48

5. HOME CARE EMPLOYEE
HCE Level 1
HCE Level 2
HCE Level 3
HCE Level 4
HCE Level 4B
HCE Level 5
HCE Level 6

As at 06/01/ 2025 (\$)
30.44
32.14
33.35
35.54
36.14
37.20
37.80

6. SOCIAL WELFARE OFFICER
Social Welfare Officer Level 1
Social Welfare Officer Level 2
Social Welfare Officer Level 3

As at 06/01/ 2025 (\$)
32.22
38.02
42.38



7. ADMINISTRATION AND SUPPORT EMPLOYEES	As at 06/01/ 2025 (\$)
Administrative and Support Employees - Junior	
Under 17	14.76
17 Years	16.95
18 Years	19.77
19 Years	22.59
20 Years	25.43
Administrative and Support Employees - Adults	
Grade 1	28.86
Grade 2	30.53
Grade 3	32.27
Grade 4	33.23
Grade 5	35.10

8. AGED CARE TRAINEES	As at 06/01/ 2025 (\$)
Year 10 School leaver	
Year 10 School leaver	22.00
Year 10 plus 1 year out of school	22.00
Year 10 plus 2 years out of school	22.00
Year 10 plus 3 years out of school	22.00
Year 10 plus 4 years out of school	24.02
Year 10 plus 5 years out of school	27.51
Year 11 School leaver	
Year 11 School leaver	22.00
Year 11 plus 1 year out of school	22.00
Year 11 plus 2 years out of school	22.00
Year 11 plus 3 years out of school	24.02



Year 11 plus 4 years out of school	27.51
Year 12 School leaver	
Year 12 School leaver	22.00
Year 12 plus 1 year out of school	22.00
Year 12 plus 2 years out of school	24.02
Year 12 plus 3 or more years out of school	27.51

9. APPRENTICES & SCHOOL BASED TRAINEES	As at 06/01/ 2025 (\$)
Cooking Apprentice Under 21	
1st year	16.04
2nd year	18.95
3rd year	23.32
Adult Cooking Apprentice - Over 21	
1st year	23.32
2nd year	26.68
3rd year	27.86
Apprentice Gardener & Painter - Under 21	
1st year	16.04
2nd year	18.95
3rd year	21.86
4th year	27.70
Adult Apprentice Gardener & Painter	
1st year	23.32
2nd year	26.68
3rd year	26.68
4th year	27.70



School Based Apprentices and Trainees	
Year 11	13.94
Year 12	15.80