

# Award Comparison – HPSS Award 2020

Enterprise Agreement Negotiations 2026

June 2026

## Purpose

This document is provided to explain any material differences between the terms of the Health Professionals and Support Services Award 2020 (Award) that have been varied since the existing Enterprise Agreement came into effect, against the terms of the proposed IRT Enterprise Agreement 2026 (Proposed Agreement). The table on the following page identifies the difference and explains its practical effect for employees.

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

## Employees covered by the HPSS Award 2020

This document applies to the following employees:

- Social Welfare Officers; and
- Junior Administrative and Support Employees aged 20 or younger.

## Further information

- A copy of the Health Professionals and Support Services Award 2020 can be accessed at the following link: <https://www.fwc.gov.au/document-view/awards/modern/MA000027>
- A copy of the National Employment Standards can be found at this link: [National Employment Standards](#)

## Questions

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

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

# Health Professionals and Support Services Award 2020

Proposed Agreement Term	HPSS Award Term	Explanation of difference
<p><b>21. EMPLOYEE RIGHT TO DISCONNECT</b></p> <p>21.1 This clause provides for the exercise of an Employee’s right to disconnect under section 333M of the Act.</p> <p>21.2 IRT must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.</p> <p>21.3 Clause 21.2 does not prevent IRT from requiring an Employee to monitor, read or respond to contact, or attempted contact, from IRT outside of the Employee’s working hours where:</p> <p>(a) the Employee is being paid an on call allowance in accordance with this Agreement; and</p> <p>(b) IRT’s contact is to notify the Employee that they are required to attend or perform work or give other notice about the on call.</p> <p>21.4 Clause 21.2 does not prevent IRT from contacting, or attempting to contact, an Employee outside of the Employee’s working hours in circumstances including to notify them of:</p> <p>(a) <b>a roster change or shift offer in accordance with this Agreement;</b> or</p>	<p><b>13A. Employee right to disconnect</b></p> <p><b>13A.1</b> Clause 13A provides for the exercise of an employee’s right to disconnect under section 333M of the Act.</p> <p>NOTE:</p> <p><b>(a)</b> Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:</p> <p><b>(1)</b> their employer outside of the employee’s working hours,</p> <p><b>(2)</b> a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.</p> <p><b>(b)</b> Section 333M(3) lists matters that must be taken into account in determining whether an employee’s refusal is unreasonable.</p> <p><b>(c)</b> Section 333M(5) provides that an employee’s refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.</p> <p><b>(d)</b> Section 333N provides for the resolution of disputes about whether an employee’s refusal is unreasonable and about the operation of section 333M.</p>	<p>The effect of the clauses are substantially the same except, the Award is varied to permit IRT contacting, or attempting to contact, an employee to notify them of a roster change or shift offer in accordance with the Proposed Agreement.</p> <p>See <b>red text</b> for noted change.</p> <p>In practice this means you may receive contact from IRT about non-emergency roster changes or available shifts outside your working hours.</p>

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<p>(b) a recall to work in accordance with this Agreement.</p>	<p><b>(e)</b> The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee’s right to disconnect under section 333M of the <a href="#">Act</a>.</p> <p><b>13A.2</b> Clause 13A applies from the following dates:</p> <p><b>(a)</b> 26 August 2024—for employers that are not small business employers on this date and their employees.</p> <p><b>(b)</b> 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.</p> <p><b>13A.3</b> An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.</p> <p><b>13A.4</b> Clause 13A.3 does not prevent an employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee’s working hours where:</p> <p><b>(a)</b> the employee is being paid the on-call allowance under clause 23.2(d); and</p> <p><b>(b)</b> the employer’s contact is to notify the employee that they are required to attend or perform work or give other notice about the on-call.</p> <p><b>13A.5</b> Clause 13A.3 does not prevent an employer from contacting, or attempting to</p>	

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	<p>contact, an employee outside of the employee's working hours in circumstances including to notify them of:</p> <p><b>(a)</b> an emergency roster change under clause 14.1(b); or</p> <p><b>(b)</b> a recall to work under clause 25.6.</p>	
<p><b>24. Overtime</b></p> <p>24.2 Overtime shall be paid in accordance with the following, calculated on the Employee's base rate of pay, except in the case of casual Employees:</p> <p>(a) Monday to Friday – time and one half for the first to two hours each day and double time thereafter;</p> <p>(b) Saturday and Sunday – double time;</p> <p>(c) Public Holidays – double time and one-half; and</p> <p>...</p>	<p><b>25. Overtime</b></p> <p><b>25.2 Overtime rates—full-time and part-time employees</b></p> <p><b>(a)</b> An employee who works overtime shall be paid the following rates for their employment classification:</p> <p><b>(i)</b> Monday to Saturday—<b>150%</b> of the minimum hourly rate for the first 2 hours and <b>200%</b> of the minimum hourly rate after 2 hours;</p> <p><b>(ii)</b> Sunday—<b>200%</b> of the minimum hourly rate; and</p> <p><b>(iii)</b> Public Holidays—<b>250%</b> of the minimum hourly rate.</p> <p><b>(b)</b> Overtime rates under clause 25.2 will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 26—Penalty rates and shiftwork.</p>	<p>The Award differs to the Proposed Agreement in that overtime performed on a Saturday under the Proposed Agreement shall be 200% for all hours, as opposed to 150% for the first 2 hours then 200% thereafter as under the Award.</p> <p>There is no difference for overtime on other days.</p> <p>The practical effect is that employees who work overtime on a Saturday will receive a higher rate under the Proposed Agreement between commencement and 2 hours of overtime.</p>
<p><b>Clause 24. Overtime</b></p> <p>24.3 Overtime shall be paid in accordance with the following, calculated on the Employee's base rate of pay for Casual Aged Care Employees:</p>	<p><b>Clause 25 Overtime</b></p> <p><b>25.3 Overtime rates—casual employees</b></p> <p><b>(a)</b> An employee who works overtime shall be paid the following rates for their employment classification:</p>	<p>The Award (cl 25.3) provides casual overtime rates for all employees covered by the Award (187.5%/250% Mon-Sat, 250% Sunday, 312.5% public holidays). The Proposed Agreement (cl</p>

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<p>(a) for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:</p> <p>(i) Monday to Friday - 187.5% of the hourly rate (plus any all-purpose allowance payable) for the first two hours and 250% of the hourly rate (plus any all purpose allowance payable) after two hours;</p> <p>(ii) Saturday and Sunday - 250% of the hourly rate (plus any all-purpose allowance payable); and</p> <p>(iii) Public holidays - 312.5% of the hourly rate (plus any all-purpose allowance payable).</p> <p>(b) for all time worked in excess of 10 hours per day:</p> <p>(i) Monday to Saturday - 187.5% of the hourly rate (plus any all-purpose allowance payable) for the first two hours and 250% of the hourly rate (plus any all-purpose allowance payable) after two hours;</p> <p>(ii) Sunday - 250% of the hourly rate (plus any all-purpose allowance payable); and</p> <p>(iii) Public holidays - 312.5% of the hourly rate (plus any all-purpose allowance payable).</p> <p>Overtime rates under this clause 24 will be in substitution for, and not cumulative upon, the shift and weekend penalties prescribed in clause 25 – Shift and Weekend Work and the casual</p>	<p><b>(i)</b> Monday to Saturday— <b>187.5%</b> of the minimum hourly rate for the first 2 hours and <b>250%</b> of the minimum hourly rate after 2 hours;</p> <p><b>(ii)</b> Sunday— <b>250%</b> of the minimum hourly rate; and</p> <p><b>(iii)</b> Public Holidays— <b>312.5%</b> of the minimum hourly rate.</p> <p><b>(b)</b> Overtime rates under clause 25.3 will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 26 — Penalty rates and shiftwork.</p> <p>NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.4(b) to the minimum hourly rate before applying the overtime rates for full-time and part-time employees prescribed by clause 25.2 .</p>	<p>24.3) provides that casual overtime rates only apply to Casual Aged Care Employees.</p> <p>Therefore, the Award clause 25.3 is omitted. However, IRT has confirmed that it does not, and does not intend to, engage any casual Social Welfare Officers or junior Administrative and Support Employees aged 20 or younger.</p> <p>Because the HPSS Award covers Social Welfare Officers and junior Administrative and Support Employees aged 20 or younger and the Proposed Agreement does not provide casual overtime rates for these classifications.</p> <p>The practical effect is that if IRT were to engage casual employees in these classifications, they would not have access to the specific casual overtime rates set out in cl 24.3. That said, clause 11 of the Proposed Agreement provides that where the NES provides a greater entitlement, the NES will apply.</p>

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loading in clause 19.2(a), unless otherwise stated.		
<p><b>Clause 24 Overtime</b></p> <p>24.4 Where an Employee is due to commence their next shift without the minimum break prescribed by sub-clause 23.1, one of the following will apply:</p> <p>...</p> <p>(b) If, at the request of IRT, the Employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty, such Employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.</p>	<p><b>25.4 Rest period after overtime</b></p> <p>...</p> <p><b>(b)</b> If, on the instructions of the employer, an employee referred to in clause 25.4(a) does not receive 10 consecutive hours off duty, the employee must be paid as follows:</p> <p><b>(i)</b> for a full-time or part-time employee—at a rate of 200% of the minimum hourly rate applicable to their classification and pay point until being released from duty; and</p> <p><b>(ii)</b> for a casual employee—at a rate of <b>250%</b> of the minimum hourly rate applicable to their classification and pay point until being released from duty.</p> <p>NOTE: The overtime rate for casual employees has been calculated by adding the casual loading prescribed by clause 11.4(b) to the minimum hourly rate before applying the overtime rates for full-time and part-time employees prescribed by clause 25.4(b)(i).</p> <p><b>(c)</b> Upon being released from duty, the employee is entitled to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during their absence.</p>	<p>The clause from the Proposed Agreement is the same as the 2018 Agreement except that the Proposed Agreement omits overtime rates for non-Aged Care casual employees.</p> <p>The Award (cl 25.4) provides that where an employee does not receive 10 consecutive hours off duty after overtime, they must be paid at 200% (or 250% for casuals) until released from duty, and are then entitled to be absent until they have had 10 consecutive hours off. The Proposed Agreement (cl 24.4) contains a substantially similar provision, except that the Proposed Agreement does not separately specify casual overtime rates for non-Aged Care casuals (consistent with omission noted above).</p> <p>The clause also provides that if an employee works without their break at IRT’s request, they shall be paid until released and are then entitled to their break without loss of pay. The practical effect for full-time and part-time employees is the same under both instruments.</p>

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<p><b>33. PARENTAL LEAVE</b></p> <p><b>33.1 Introduction</b></p> <p>(a) Parental leave is available to eligible Employees to enable them to act as the primary care giver for their own or their spouse's child.</p> <p>(b) Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act). Employees should also have regard to conditions and eligibilities within IRT's Parental Leave Policy, as varied from time to time.</p> <p>(c) This clause also provides certain benefits which are more favourable to Employees than the NES.</p> <p>...</p>	<p><b>29. Parental leave and related entitlements</b></p> <p>Parental leave and related entitlements are provided for in the NES .</p> <p>NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 36—Dispute resolution and/or under section 76B of the Act .</p>	<p>The Award (cl 29) simply refers to parental leave entitlements under the NES, which currently provides eligible employees with up to 12 months' unpaid parental leave (with a right to request an additional 12 months).</p> <p>The Proposed Agreement (cl 33) provides entitlements that are significantly more generous than the NES, including: (i) 14 weeks' paid maternity leave for the birth mother; (ii) 14 weeks' paid adoption or surrogacy leave for the initial primary carer; and (iii) 4 weeks' paid bonding leave for partners. These are above-NES entitlements that are not available under the Award. The practical effect is a substantial benefit to employees under the Proposed Agreement - employees eligible for parental leave will receive paid leave that is not available under the Award or the NES alone.</p>
<p><b>45. REMUNERATION PACKAGING</b></p> <p>IRT may agree to a remuneration packaging arrangement with a full-time or part-time employee ("<b>Remuneration Packaging Agreement</b>"). 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:</p>	<p><b>22. Annualised wage arrangements</b></p> <p><b>22.1 Annualised wage instead of award provisions</b></p> <p>(a) An employer and a full-time employee in the classification of Support Services employee Level 8 or Level 9 or Health Professional employee Level 2, Level 3 or Level 4 may enter into a written agreement for the employee to be paid an annualised wage in satisfaction, subject to clause 22.1(c) , of any or all of the following provisions of the award:</p>	<p>The Proposed Agreement (cl 45) provides for remuneration packaging arrangements, which allow eligible full-time and part-time employees to structure their remuneration to include non-cash benefits (such as salary sacrifice for superannuation or novated leases), subject to detailed conditions protecting the employee's overall entitlements. The Award (cl 22) provides for annualised wage arrangements, which allow certain classifications (Support Services Level 8-9 and Health Professional Level 2-4) to receive an annualised wage in satisfaction of overtime, penalty rates, and other provisions.</p>

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<p>(a) IRT shall ensure that the structure of any IRT package complies with taxation and other relevant laws;</p> <p>(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;</p> <p>(c) IRT shall advise the Employee in writing of their right to choose payment of that remuneration referred to in sub-clause (b) above instead of a remuneration package;</p> <p>(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;</p> <p>(e) When determining the remuneration package, the non-remuneration fringe benefit shall be in accordance with relevant tax legislation;</p> <p>(f) IRT shall provide a copy of the remuneration packaging agreement to the Employee;</p> <p>(g) The Employee shall be entitled to inspect details of the payments made under the terms of such a remuneration packaging Agreement;</p> <p>(h) The configuration of the remuneration package shall remain in force for the period agreed between the Employee and IRT;</p> <p>(i) Where at the end of the agreed period the full amount allocated to a specific benefit has not</p>	<p><b>(i)</b> clause 16 — Minimum rates for Support Services employees and clause 17 — Minimum rates for Health Professional employees;</p> <p><b>(ii)</b> clause 23 — Allowances;</p> <p><b>(iii)</b> clause 25 — Overtime;</p> <p><b>(iv)</b> clause 26 — Penalty rates and shiftwork; and</p> <p><b>(v)</b> clause 27.3 — Annual leave loading</p> <p><b>(b)</b> Where a written agreement for an annualised wage arrangement is entered into, the agreement must specify:</p> <p><b>(i)</b> the annualised wage that is payable;</p> <p><b>(ii)</b> which of the provisions of this award will be satisfied by payment of the annualised wage;</p> <p><b>(iii)</b> the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and</p> <p><b>(iv)</b> the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 22.1(c) .</p> <p><b>(c)</b> If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified in the agreement pursuant to clause 22.1(b)(iv), such hours will not be covered by the annualised wage and must</p>	<p>The mechanisms differ in structure: remuneration packaging allows employees to restructure how their pay is received, while annualised wage arrangements allow an employer and employee to agree to a single annual wage that covers multiple Award entitlements. The Award also includes specific compliance mechanisms (12-monthly reconciliation, record-keeping, and a no-disadvantage safeguard) that are not replicated in the Proposed Agreement’s remuneration packaging provisions. The practical effect is that both instruments provide a form of salary flexibility, but through different mechanisms and with different safeguards.</p>

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<p>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);</p> <p>(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;</p> <p>(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;</p> <p>(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</p>	<p>separately be paid for in accordance with the applicable provisions of this award.</p> <p><b>(d)</b> The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p><b>(e)</b> The agreement may be terminated:</p> <p><b>(i)</b> by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p><b>(ii)</b> at any time, by written agreement between the employer and the individual employee.</p> <p><b>22.2 Annualised wage not to disadvantage employees</b></p> <p><b>(a)</b> The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).</p> <p><b>(b)</b> The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than</p>	

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<p>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;</p> <p>(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;</p> <p>(n) All employees are advised to seek independent financial advice before entering into a salary packaging agreement; and</p> <p>(o) An Employee who is party to a remuneration packaging agreement with IRT acknowledges that they have not been underpaid, or denied an entitlement under this Agreement, simply because the Employee's take home pay is less under a remuneration packaging agreement than the Employee would have received had the remuneration packaging agreement not been in place. The Employee agrees not to commence any claim against IRT alleging underpayment or denial of an entitlement by IRT under this Agreement on such a basis.</p>	<p>the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.</p> <p><b>(c)</b> The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 22.1(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.</p> <p><b>22.3 Base rate of pay for employees on annualised wage arrangements</b></p> <p>For the purposes of the <a href="#">NES</a>, the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 16 — Minimum rates for Support Services employees and clause 17 — Minimum rates for Health Professional employees and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.</p>	
<p><b>46. SUPERANNUATION</b></p> <p>46.1 IRT will make superannuation contributions into an approved superannuation fund nominated by the employee in accordance with</p>	<p><b>24.1 Superannuation legislation</b></p> <p><b>(a)</b> The NES and Superannuation legislation, including the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), the <i>Superannuation Guarantee Charge Act 1992</i> (Cth), the <i>Superannuation Industry</i></p>	<p>The Proposed Agreement clause 46 is different to that provided in clause 24.1 under the Award as it does not include the Note which provides that under superannuation fund, the employer must check with the ATO whether the employee is a member of a stapled superannuation fund</p>

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<p>the superannuation guarantee legislation, as amended or replaced from time to time.</p> <p>46.2 An 'approved fund' means:</p> <p>(a) The Health Employees Superannuation Trust Australia (<b>HESTA</b>) – default fund;</p> <p>(b) Aware Super;</p> <p>(c) Health Super; and</p> <p>(d) Any agreed complying superannuation fund, provided that IRT shall not unreasonably withhold Agreement unless it establishes good and proper reasons for the withholding of Agreement.</p> <p>46.3 An Employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.</p> <p>46.4 Should an Employee fail to nominate a fund, IRT shall make all statutory superannuation contributions on behalf of the Employee to HESTA, being the default fund under this Agreement.</p> <p>46.5 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.</p> <p>46.6 For Employees whom IRT is obliged to make superannuation contributions, such contributions will be made in alignment with legislative requirements.</p>	<p>(<i>Supervision</i>) Act 1993 (Cth) and the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth), deal with the superannuation rights and obligations of employers and employees.</p> <p><b>(b)</b> The rights and obligations in clause 24 supplement those in superannuation legislation and the NES.</p> <p>NOTE: Under superannuation legislation:</p> <p>(a) Individual employees generally have the opportunity to choose their own superannuation fund.</p> <p>(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.</p> <p>(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.</p> <p>(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it</p>	<p>and if details are provided by the ATO, make contributions to the stapled fund.</p> <p>Whilst the Proposed Agreements omits the notes in (a), IRT will still be obliged to ensure compliance with superannuation obligations where applicable.</p> <p>The Proposed Agreement further includes an approved fund, "Health Super" which is not provided for in the Award and omits all other superannuation funds provided in the Award (other than HESTA and Aware Super).</p> <p>There will be no practical impact on staff given HESTA is the default stapled fund of IRT.</p>

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<p>46.7 From 1 July 2026, or such earlier date as determined by the Employer, superannuation contributions will be paid at the same time as the Employee's salary or wages</p> <p>46.8 The Employer will ensure that all SG contributions reach the Employee's nominated superannuation fund within seven (7) business days of the relevant payday, unless an extended legislative timeframe applies (e.g., for new employees or updated fund details).</p> <p>...</p>	<p>has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.</p> <p>...</p> <p><b>24.4 Superannuation fund</b></p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 24.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 24.2 and pay any amount authorised under clauses 24.3(a) or 24.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:</p> <ul style="list-style-type: none"> <li>(a) Aware Super;</li> <li>(b) Prime Super;</li> <li>(c) HESTA;</li> <li>(d) Equisuper;</li> <li>(e) Australian Retirement Trust;</li> <li>(f) CareSuper</li> <li>(g) NGS Super;</li> <li>(h) HOSTPLUS Superannuation Fund;</li> <li>(i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or</li> </ul>	

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<p><b>52. DOMESTIC VIOLENCE</b>            In addition to the provisions of clause 52.3(a), if a Employee is impacted by Family or Domestic Violence exhausts the leave entitlements provided by clause 52.3(a)(i) to (iii) or does not wish to utilise the ability to take Personal/Carer's Leave in accordance with clause 50.3(a)(ii) or Annual Leave in accordance with clause 52.3(a)(iii), that Employee will be entitled to take unpaid Family and Domestic Violence leave of up to five days per calendar year.</p> <p><b>52.1 Definitions</b>            (a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the Employee, by a person with whom the Employee shares a child in common, by a person who is cohabitating with or has cohabitated with the Employee, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the Employee, or a person who is or has continually or at regular intervals lived in the same household as the Employee.            (b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.            (c) An Employee may, for the purposes of this clause, be required to produce suitable evidence</p>	<p>(j) a superannuation fund or scheme which the employee is a defined benefit member of.</p> <p><b>32. Family and domestic violence leave</b>            Family and domestic violence leave is provided for in the NES.</p> <p>NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the <i>Fair Work Regulations 2009</i> .</p> <p>NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.</p>	<p>The Award refers to the NES. The term of the Proposed Agreement goes further as provided for here and provides an additional 10 days of paid family and domestic violence leave than the NES.</p> <p>Further, the Proposed Agreement provides paid family and domestic violence leave for casual employees in accordance with the NES. What this means is that casual employees will be entitled to 10 paid days of family and domestic violence leave. The entitlement for casual employees is therefore the same as the Award.</p>

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<p>of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.</p> <p><b>52.2 Measures</b></p> <p>(a) No adverse action will be taken against an Employee on the basis that they are impacted by Family and Domestic Violence.</p> <p>(b) All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employer’s Privacy Policy and relevant legislation.</p> <p>(c) Upon receipt of a reasonable request from an Employee who has satisfied the criteria of this clause, the Employer, will, subject to operational requirements facilitate flexible working arrangements, which may include:</p> <ul style="list-style-type: none"> <li>(i) changes to working times and to work location;</li> <li>(ii) changes to telephone numbers and/or email addresses;</li> <li>(iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.</li> </ul> <p>(d) An Employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals</p>		

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<p>trained specifically in family and domestic violence.</p> <p><b>52.3 Leave</b></p> <p>(a) A full time or part time Employee who has established evidence of being the an Employee who is impacted by Family or Domestic Violence with their employer may utilize the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence:</p> <p>(i) The employer shall grant up to 20 days' special paid leave (on ordinary pay), renewed every years on each Employees work anniversary, to be used for absences from the workplace;</p> <p>...</p> <p>(b) Casual Employees will be entitled to paid Family and Domestic leave in accordance with the NES.</p> <p>...</p> <p>[see clause for full]</p>		
<p><b>54. UNION DELEGATES</b></p> <p>54.1 IRT recognises the right of all Employees to join a Union, to access meaningful Union representation, to participate collectively in workplace issues and to collectively bargain through their Union.</p> <p><b>54.2 Workplace Delegates' Rights</b></p> <p>(a) Clause 54.3 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.</p>	<p><b>33A. Workplace delegates' rights</b></p> <p><b>33A.1</b> Clause 33A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.</p> <p>NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 33A.</p> <p><b>33A .2</b> In clause 33A:</p>	<p>Both the Award and the Proposed Agreement provide for the exercise of workplace delegates' rights under section 350C of the Fair Work Act 2009. The terms are substantially the same, with the following differences: (1) The Proposed Agreement requires a workplace delegate to share information and knowledge gained from training, in addition to providing evidence of attendance, which goes beyond the Award requirement. (2) The Proposed Agreement includes a definition of 'workplace delegate' that</p>

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<p><b>NOTE:</b> Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Employer has complied with clause 54.2.</p> <p>(b) In clause 54.2:</p> <p>(i) employer means the employer of the workplace delegate;</p> <p>(ii) delegate’s organisation means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and</p> <p>(iii) eligible workers means members and persons eligible to be members of the delegate’s organisation who work in a particular enterprise.</p> <p><b>(iv) workplace delegate means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.</b></p> <p>54.3 Before exercising entitlements under clause 54.2, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.</p> <p>(i) An Employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.</p>	<p><b>(a) employer</b> means the employer of the workplace delegate;</p> <p><b>(b) delegate’s organisation</b> means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;</p> <p><b>(c) eligible workers</b> means members and persons eligible to be members of the delegate’s organisation who work in a particular enterprise.</p> <p><b>33A.3</b> Before exercising entitlements under clause 33A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.</p> <p><b>33A.4</b> An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.</p> <p><b>33A.5 Right of representation</b> A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:</p> <p><b>(a)</b> consultation about major workplace change;</p> <p><b>(b)</b> consultation about changes to rosters or hours of work;</p> <p><b>(c)</b> resolution of disputes;</p> <p><b>(d)</b> disciplinary processes;</p>	<p>closely aligns with section 350C(1) of the Act, whereas the Award does not include a standalone definition but refers to the Act directly.</p> <p>The Proposed Agreement’s definition does not include members who perform work ‘arranged or facilitated by’ a regulated business which is provided for under the Act. All other differences between the clauses are in red text for ease of reference. In practice, these are minor procedural differences that do not materially affect your workplace delegate entitlements.</p>

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<p><b>54.4 Right of Representation</b>  A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:</p> <ul style="list-style-type: none"> <li>(a) consultation about major workplace change;</li> <li>(b) consultation about changes to rosters or hours of work;</li> <li>(c) resolution of disputes;</li> <li>(d) disciplinary processes;</li> <li>(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate’s organisation with enterprise bargaining; and</li> <li>(f) any process or procedure within an award, enterprise Agreement or <b>policy of the employer under</b> which eligible workers are entitled to be represented and which concerns their industrial interests.</li> </ul> <p><b>54.5 Entitlement to reasonable communication</b></p> <ul style="list-style-type: none"> <li>(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 54.5. This includes discussing membership of the delegate’s organisation and representation with eligible workers.</li> <li>(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.</li> </ul>	<p><b>(e)</b> enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate’s organisation with enterprise bargaining; and</p> <p><b>(f)</b> any process or procedure within an award, enterprise agreement or <b>workplace policy under</b> which eligible workers are entitled to be represented and which concerns their industrial interests.</p> <p><b>33A.6 Entitlement to reasonable communication</b></p> <p><b>(a)</b> A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 33A.5. This includes discussing membership of the delegate’s organisation and representation with eligible workers.</p> <p><b>(b)</b> A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.</p> <p><b>33A.7 Entitlement to reasonable access to the workplace and workplace facilities</b></p> <p><b>(a)</b> The employer must provide a workplace delegate with access to or use of the following workplace facilities:</p> <ul style="list-style-type: none"> <li><b>(i)</b> a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;</li> <li><b>(ii)</b> a physical or electronic noticeboard;</li> <li><b>(iii)</b> electronic means of communication ordinarily used in the workplace by the</li> </ul>	

Proposed Agreement Term	HPSS Award Term	Explanation of difference
<p><b>54.6 Entitlement to reasonable access to the workplace and workplace facilities</b></p> <p>(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:</p> <p>(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;</p> <p>(ii) a physical or electronic noticeboard;</p> <p>(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;</p> <p>(iv) a lockable filing cabinet or other secure document storage area; and</p> <p>(v) office facilities and equipment including printers, scanners and photocopiers.</p> <p>(b) The employer is not required to provide access to or use of a workplace facility under clause 54.7(a) if:</p> <p>(i) the workplace does not have the facility;</p> <p>(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or</p> <p>(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.</p> <p><b>54.7 Entitlement to reasonable access to training</b></p>	<p>employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;</p> <p><b>(iv)</b> a lockable filing cabinet or other secure document storage area; and</p> <p><b>(v)</b> office facilities and equipment including printers, scanners and photocopiers.</p> <p><b>(b)</b> The employer is not required to provide access to or use of a workplace facility under clause 33A.7(a) if:</p> <p><b>(i)</b> the workplace does not have the facility;</p> <p><b>(ii)</b> due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or</p> <p><b>(iii)</b> the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.</p> <p><b>33A.8 Entitlement to reasonable access to training</b></p> <p>Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:</p> <p><b>(a)</b> In each year commencing 1 July, the employer is not required to provide access to</p>	

Proposed Agreement Term	HPSS Award Term	Explanation of difference
<p>The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:</p> <p>(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.</p> <p>(b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:</p> <p>(i) full-time or part-time Employees; or</p> <p>(ii) regular casual Employees.</p> <p>(c) Payment for a day of paid time during normal working hours is payment the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.</p> <p>(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.</p> <p>(e) If requested by the employer, the workplace delegate must provide the</p>	<p>paid time for training to more than one workplace delegate per 50 eligible workers.</p> <p><b>(b)</b> The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:</p> <p><b>(i)</b> full-time or part-time employees; or</p> <p><b>(ii)</b> regular casual employees.</p> <p><b>(c)</b> Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.</p> <p><b>(d)</b> The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.</p> <p><b>(e)</b> If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.</p> <p><b>(f)</b> The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.</p>	

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<p>employer with an outline of the training content.</p> <p>(f) The employer must advise the workplace delegate not less than two weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.</p> <p>(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training <b>which is to include the sharing of information and knowledge gained to align as a consistent practice as detailed by the employers Learning and Development policy for all external training forums.</b></p> <p><b>54.8 Exercise of entitlements under clause 54.2</b></p> <p>(a) A workplace delegate's entitlements under clause 54.2 are subject to the conditions that the workplace delegate must, when exercising those entitlements:</p> <p><b>(i) comply with their duties and obligations as an Employee;</b></p> <p>(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to</p>	<p><b>(g)</b> The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the <b>training.</b></p> <p><b>33A.9 Exercise of entitlements under clause 33A</b></p> <p><b>(a)</b> A workplace delegate's entitlements under clause 33A are subject to the conditions that the workplace delegate must, when exercising those entitlements:</p> <p><b>(i)</b> comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;</p> <p><b>(ii)</b> not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.</p> <p><b>(b)</b> When exercising any entitlements under clause 33A, a workplace delegate must, other than in the reasonable exercise of those entitlements:</p> <p><b>(i) comply with their duties and obligations as an employee; and</b></p> <p><b>(ii) not hinder, obstruct or prevent the normal performance of work.</b></p> <p><b>(c)</b> Clause 33A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.</p>	

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<p>occupational health and safety and acceptable use of ICT resources;</p> <p>(iii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.</p> <p>(b) <b>A workplace delete must</b>, other than in the reasonable exercise of <b>the entitlements under Clause 54.2</b>:</p> <p>(i) Comply with their duties and obligations as an employee; and</p> <p>(ii) Not hinder, obstruct or prevent the normal performance of work</p> <p>(b) Clause 54.2 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.</p> <p>(c) Clause 54.2 does not require an eligible worker to be represented by a workplace delegate without the Employee's agreement.</p> <p><b>NOTE:</b> Under section 350A of the Act, the Employer must not:</p> <p>(i) unreasonably fail or refuse to deal with a workplace delegate; or</p> <p>(ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or</p> <p>(iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 54.2.</p>	<p><b>(d)</b> Clause 33A does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.</p> <p>NOTE: Under section 350A of the Act , the employer must not:</p> <p>(a) unreasonably fail or refuse to deal with a workplace delegate; or</p> <p>(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or</p> <p>(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 33A.</p>	

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<p><b>No relevant provisions.</b></p>	<p><b>Clause 16.7 Adult apprentice rates</b>  <b>(c)</b> A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least: <b>(ii)</b> 12 months as a part-time or regular casual employee, immediately prior to commencing the apprenticeship.</p>	<p>The Award (cl 16.7(c)) provides that an adult apprentice who was already employed by the employer immediately before entering into a training agreement must not suffer a reduction in their minimum wage, provided they have completed at least 12 months as a part-time or regular casual employee. The Proposed Agreement does not contain an equivalent provision. The practical effect is nil, as IRT has confirmed that it does not engage any apprentices who would be covered by the Award and therefore covered by the Proposed Agreement.</p>
<p><b>No provisions.</b></p>	<p><b>27.5 Direction to take annual leave during shutdown – dental and medical practices</b>  <b>(a)</b> Clause 27.5 applies if an employer:  <b>(i)</b> intends to shut down all or part of a dental or medical practice for a particular period (temporary shutdown period); and  <b>(ii)</b> wishes to require affected employees to take paid annual leave during that period.  <b>(b)</b> The employer must give the affected employees 28 days’ written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.  <b>(c)</b> employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 27.5(b) and who will be affected by that</p>	<p>The Award (cl 27.5) allows an employer who operates a dental or medical practice to direct employees to take paid annual leave during a temporary shutdown period, subject to 28 days’ written notice. The Proposed Agreement does not include an equivalent provision. The practical effect is nil, as IRT does not operate a dental or medical practice and this clause is therefore not applicable to any IRT employees.</p>

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	<p>period, as soon as reasonably practicable after the employee is engaged.</p> <p><b>(d)</b> The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.</p> <p><b>(e)</b> A direction by the employer under clause 27.5(d):</p> <p><b>(i)</b> must be in writing; and</p> <p><b>(ii)</b> must be reasonable.</p> <p><b>(f)</b> The employee must take paid annual leave in accordance with a direction under clause 27.5(d).</p> <p><b>(g)</b> In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 27.5(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.</p> <p><b>(h)</b> An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 27.4.</p> <p><b>(i)</b> In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 27.4, to which an entitlement has not been accrued, is to be taken into account.</p> <p><b>(j)</b> Clauses 27.7 to 27.9 do not apply to a period of annual leave that an employee is required to</p>	

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	take during a temporary shutdown period in accordance with clause 27.5.	