

# Award Comparison – SCHADS Award 2010

Enterprise Agreement Negotiations 2026

June 2026

## Purpose

This document is provided to explain any material differences between the terms of the Social, Community, Home Care and Disability Services Industry Award 2010 (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 or EA). 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 SCHADS Award 2010

This document applies to the Home Care Employees who would ordinarily be covered under the Social, Community, Home Care and Disability Services Industry Award 2010 (Award).

## Further information

- A copy of the Social, Community, Home Care and Disability Services Industry Award 2010 can be accessed at the following link: [Social, Community, Home Care and Disability Services Industry Award 2010 \[MA000100\]](#)
- 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).

# Social, Community, Home Care and Disability Services Industry Award 2010

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
<p><b>18.3 Part-Time Employees</b></p> <p>(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.</p> <p>...</p> <p>(c) For Home Care employees, before commencing employment, IRT and the employee will agree in writing:</p> <p style="padding-left: 20px;">i) The guaranteed minimum number of hours to be worked;</p> <p style="padding-left: 20px;">ii) The days of the week and the periods in each of those days, when then employee will be available to work the guaranteed hours.</p> <p>(d) Reasonable additional hours may be worked in accordance with clause 20 – Hours.</p> <p>(e) Any agreed variation to the contracted hours of work will be in writing (including system generated workflows).</p> <p>(f) The terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.</p> <p><b>(g) Review of Part-Time Hours:</b></p>	<p><b>10.3 Part-time employment</b></p> <p><b>(a)</b> A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.</p> <p><b>(b)</b> The terms of this award will apply to part-time employees on a pro-rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.</p> <p><b>(c)</b> Before commencing employment, the employer and employee will agree in writing on:</p> <p><b>(i)</b> a regular pattern of work including the number of ordinary hours to be worked each week (<b>the guaranteed hours</b>), and</p> <p><b>(ii)</b> the days of the week the employee will work and the starting and finishing times each day.</p> <p><b>(d)</b> The agreed regular pattern of work does not necessarily have to provide for the same guaranteed hours each week.</p> <p><b>(e)</b> The agreement made pursuant to clause 10.3(c) may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.</p>	<p><b>Part-time hours</b></p> <p>Both instruments provide a mechanism for part-time employees who have regularly worked above their guaranteed hours for at least 12 months to request an increase. The terms are substantially the same, except the Proposed Agreement (cl 18.3(g)(ii)) includes additional circumstances where hours worked will not justify a change - specifically, hours worked to cover planned or unplanned leave absences (including workers' compensation) or turnover, and temporary increases due to specific resident/customer needs. This narrows the circumstances in which an employee can rely on additional hours to support a request but is consistent with the purpose of the review mechanism.</p> <p>Under the Award (cl 10.3(c)), a part-time employee must agree in writing before commencing employment to a regular pattern of work including guaranteed hours, the days of the week, and starting and finishing times each day. The Proposed Agreement (cl 18.3(c)) modifies this for Home Care employees only: it requires agreement in writing on the guaranteed minimum number of hours and the days and periods of availability but does not require</p>

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<p>(i) Where a part-time Employee has regularly worked more than their guaranteed hours for at least 12 months, the Employee may request in writing that the Employer vary the agreement made under clause 18.3(b), or as subsequently varied under clause 18.3(d), to increase their guaranteed hours.</p> <p>(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:</p> <ul style="list-style-type: none"> <li>a. Other Employees being absent on planned or unplanned leave (for example, annual leave, long service leave, parental leave or workers compensation); or turnover;</li> <li>b. If the increase in hours is due to a temporary increase in hours, for example, the specific needs of a resident or customer.</li> </ul> <p>(iii) The employer must respond in writing to the Employee's request within 21 days.</p> <p>(iv) The employer may refuse the request only on reasonable business grounds.</p> <p>(v) Before refusing a request made under clause 18.3(f), the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give</p>	<p><b>(f)</b> An employer must not require a part-time employee to work additional hours in excess of their guaranteed hours. However, an employee may agree to work hours that are additional to their guaranteed hours.</p> <p><b>(g) Review of guaranteed hours</b></p> <p><b>(i)</b> Where a part-time employee has regularly worked more than their guaranteed hours for at least 12 months, the employee may request in writing that the employer vary the agreement made under clause 10.3(c), or as subsequently varied under clause 10.3(e), to increase their guaranteed hours.</p> <p><b>(ii)</b> The employer must respond in writing to the employee's request within 21 days.</p> <p><b>(iii)</b> The employer may refuse the request only on reasonable business grounds.</p> <p><b>(iv)</b> Before refusing a request made under clause 10.3(g)(i), the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give the employee more predictable hours of work and reasonably accommodate the employee's circumstances.</p> <p><b>(v)</b> If the employer and employee agree to vary the agreement made under clause 10.3(c), the employer's written response must record the agreed variation.</p>	<p>agreement to specific start and finish times. This reflects the nature of Home Care work, where shifts vary based on patient availability and cannot be predicted in advance. While the Award aims to provide certainty, the Proposed Agreement still meets this objective because employees specify their availability (days and time ranges) and receive rosters at least two weeks in advance based on those days.</p>

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<p>the employee more predictable hours of work and reasonably accommodate the employee's circumstances.</p> <p>(vi) If the employer and employee agree to vary the agreement made under clause 18.3(b), the employer's written response must record the agreed variation.</p> <p>(vii) If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.</p> <p>(viii) Clause 18.3(f) is intended to operate in conjunction with clause 18.3(d) and does not prevent an employee and employer from agreeing to vary the agreement made under clause 18.3(b) in other circumstances.</p> <p>(ix) An Employee cannot make a request for a review of their guaranteed hours when:</p> <ul style="list-style-type: none"> <li>a. The employee has refused a previous offer to increase their guaranteed hours in the last six months; or</li> <li>b. The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last six months.</li> </ul>	<p><b>(vi)</b> If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.</p> <p><b>(vii)</b> Clause 10.3(g) is intended to operate in conjunction with clause 10.3(e) and does not prevent an employee and employer from agreeing to vary the agreement made under clause 10.3(c) in other circumstances.</p> <p><b>(viii)</b> An employee cannot make a request for a review of their guaranteed hours when:</p> <p>(A) The employee has refused a previous offer to increase their guaranteed hours in the last 6 months; or</p> <p>(B) The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.</p>	
<p><b>19.2 Casual Employee</b></p> <p>(a) Each casual Employee will be paid the base rate of pay for their appropriate Employment</p>	<p><b>10.4 Casual employment</b></p> <p>A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification.</p>	<p>The Proposed Agreement does not specify that the employee shall be paid at the rate of 1/38<sup>th</sup> of the weekly rate of the employee's classification on the basis that the rate of pay</p>

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<p>Classification in accordance with Table 1 of Schedule B of this Agreement plus a casual loading of 25%.</p> <p>...</p> <p><b>20.1 Arrangements of Hours</b></p> <p>(a) The ordinary hours of work, exclusive of mealtimes, shall not exceed an average of 38 hours per week.</p>	<p>In addition, a loading of 25% of that rate will be paid.</p>	<p>provided under the Proposed Agreement is already expressed as an hourly rate (as opposed to a weekly rate).</p> <p>The practical effect is identical: there is no difference in how much a casual employee is paid. The variation is presentational only, reflecting that the EA already expresses rates hourly (as set out in Schedule B) rather than as weekly rates divided by 38.</p> <p>The Proposed Agreement clarifies that ordinary hours of work, exclusive of mealtimes, shall not exceed an average of 38 hours per week.</p>
<p><b>20.5 Broken Shifts</b></p> <p>(a) An Employee working a broken shift in accordance with clause 20.5 will be entitled to a shift penalty for actual hours worked if satisfying the requirements of clause 25.1.</p> <p>(b) In circumstances where an Employee is working a broken shift that starts before 10:00am but ends after 8:00pm, the Employee will be entitled to a shift penalty of 10% for actual hours worked on that shift.</p> <p>(c) Where a broken shift is worked by an Employee, the Employee shall receive an allowance in accordance with Table 2 of Schedule B.</p> <p>(d) For the purposes of this sub-clause 20.5, a "broken shift" means a single shift worked</p>	<p><b>20.12 Broken shift allowance</b></p> <p>(a) An employee required to work a broken shift with 1 unpaid break in accordance with clause 25.6(a) will be paid an allowance of <b>1.7%</b> (\$20.82) of the standard rate, per broken shift.</p> <p>(b) An employee who agrees to work a broken shift with 2 unpaid breaks in accordance with clause 25.6(b) will be paid an allowance of <b>2.25%</b> (\$27.56) of the standard rate, per broken shift.</p> <p><b>25.6 Broken shifts</b></p> <p>This clause only applies to social and community services employees when undertaking disability services work and home care employees.</p> <p><b>(a)</b> Broken shift with 1 unpaid break</p>	<p>The terms differ in several respects regarding broken shifts:</p> <p>1. <b>Shift penalty for extended broken shifts:</b> The Proposed Agreement (cl 20.5(b)) provides a 10% shift penalty for broken shifts that start before 10:00am but end after 8:00pm. The Award (cl 25.6(e)) provides shift allowances only where individual periods of work within the broken shift independently satisfy the definitions of afternoon or night shift.</p> <p>2. <b>Agreement to work broken shifts with two breaks:</b> The Award (cl 25.6(b)(ii)) requires case-by-case agreement before each occasion unless</p>

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<p>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.</p> <p>...</p> <p>(e) An Employee may agree to work one or more broken shifts at any time for any duration; however, an Employee may be required by IRT to work broken shifts in the following circumstances:</p> <p>(i) because of Home Care roster arrangements; or</p> <p>(ii) in an emergency (to meet operational needs) – including to cover the absence of other Employees.</p> <p>In all other circumstances, where an Employee has served a period of broken shifts up to and including a four week continuous period, the Employee shall not be required to serve a further period on broken shifts until they have been off broken shifts for a period equivalent to the previous period on broken shifts.</p> <p>By Agreement, a Home Care employee may work a broken shift of three periods of work with two unpaid breaks (other than meal breaks). A Home Care Employee who works a broken shift with two or more unpaid breaks must be paid the allowance in Schedule B.</p>	<p><b>(i)</b> An employer may only roster an employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).</p> <p><b>(ii)</b> An employee rostered to work a broken shift with 1 unpaid break must be paid the allowance in clause 20.12(a).</p> <p><b>(b) Agreement to work a broken shift with 2 unpaid breaks</b></p> <p><b>(i)</b> Despite clause 25.6(a), an employer and an employee may agree that the employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).</p> <p><b>(ii)</b> An agreement under clause 25.6(b)(i) must be made before each occasion that the employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work in an agreement made under clause 10.3 or subsequently varied.</p> <p><b>(iii)</b> An employee who works a broken shift with 2 unpaid breaks must be paid the allowance in clause 20.12(b).</p> <p><b>(c)</b> Where a break in work falls within a minimum payment period in accordance with clause 10.5 then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 25.6(a)(i) or clause 25.6(b)(i).</p> <p><b>(d)</b> Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 26 — Saturday and Sunday</p>	<p>the two-break pattern is part of the agreed regular pattern of work under cl 10.3. The Proposed Agreement (cl 20.5(e)) permits a Home Care employee to agree generally to work a broken shift of three periods with two unpaid breaks.</p> <p><b>3. Minimum break between broken shifts:</b> The Award (cl 25.6(g)) provides a minimum break of 10 hours between broken shifts rostered on successive days, with no ability to reduce by agreement. The Proposed Agreement (cl 20.5(f)) provides a minimum of 10 hours but allows this to be reduced to 8 hours by agreement.</p> <p><b>4. Broken shift allowance:</b> Both instruments provide a broken shift allowance for each break. The EA amount is specified in Table 2 of Schedule B. 5.</p> <p>The Proposed Agreement provides greater flexibility for IRT in rostering broken shifts for Home Care employees but the reduced minimum break (8 hours by agreement) is a potential detriment, though it requires employee agreement.</p>

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<p>(f) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days or eight hours by Agreement.</p> <p>(g) Payment for a broken shift shall be at the Employee's ordinary pay with penalty rates and shift allowances in accordance with clause 25 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.</p> <p>(h) All work performed beyond the maximum span of 12 hours for a broken shift shall be paid in accordance with clause 24 - Overtime.</p> <p><b>24. OVERTIME</b></p> <p><b>24.2</b> 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>...</p> <p>(d) All work performed beyond the maximum span of 12 hours for a broken shift – double time.</p>	<p>work, 28 — Overtime and penalty rates and 34 — Public holidays.</p> <p><b>(e)</b> An employee must be paid the shift allowances in accordance with clause 29 — Shiftwork in relation to work performed on a broken shift, provided that:</p> <p><b>(i)</b> The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift (as defined by clause 29.2 and in accordance with clause 25.6(e)(i)).</p> <p><b>(ii)</b> (The night shift allowance is not payable for work performed on a night shift that commences before 6.00 am.</p> <p>Example: If an employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.</p> <p><b>(f)</b> The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.</p> <p><b>(g)</b> An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.</p>	
<p><b>21. EMPLOYEE RIGHT TO DISCONNECT</b></p> <p>21.1 This clause provides for the exercise of an Employee's right to disconnect under section 333M of the Act.</p>	<p><b>25A. Employee right to disconnect</b></p> <p><b>25A.1</b> Clause 25A provides for the exercise of an employee's right to disconnect under section 333M of the Act.</p>	<p>The effects of the clauses are substantially the same except, the Award is varied to permit IRT contacting, or attempting to contact, an employee to notify them of a roster change or</p>

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<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) a roster change or shift offer in accordance with this Agreement; or</p> <p>(b) a recall to work in accordance with this Agreement.</p>	<p>NOTE:</p> <p>(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:</p> <p>(1) their employer outside of the employee’s working hours,</p> <p>(2) a third party if the contact or attempted contact relates to, their work and is outside of the employee’s working hours.</p> <p>(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee’s refusal is unreasonable.</p> <p>(c) Section 333M(5) provides that an employee’s refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.</p> <p>(d) Section 333N provides for the resolution of disputes about whether an employee’s refusal is unreasonable and about the operation of section 333M.</p> <p>(e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee’s right to disconnect under section 333M of the Act.</p> <p><b>25A.2</b> Clause 25A 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>shift offer in accordance with the Proposed Agreement.</p> <p>See red text 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>(b)</b> 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.</p> <p><b>25A.3</b> An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.</p> <p><b>25A.4</b> Clause 25A.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 20.11; 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>25A.5 Clause 25A.3 does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee’s working hours in circumstances including to notify them of:</p> <p><b>(a)</b> an emergency roster change under clause 25.5(d)(ii)(B); or</p> <p><b>(b)</b> a recall to work under clause 25.10 or clause 8.4.</p>	
<p><b>22 Rosters</b></p> <p>22.2 (a) A roster may be altered at any time where another Employee is absent from duty on account of illness or in an emergency, so as to enable the service of IRT to continue.</p>	<p><b>25.5 Rosters</b></p> <p>...</p> <p><b>(d) Change in roster</b></p> <p>...</p> <p><b>(ii)</b> However, a roster may be changed at any time:</p>	<p>Under the Award (cl 25.5(d)), a roster may only be changed at any time in two circumstances:</p> <p>(A) if the change is proposed by an employee to accommodate an agreed shift swap, subject to</p>

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	<p><b>(A)</b> if the change is proposed by an employee to accommodate an agreed shift swap with another employee, subject to the agreement of the employer; or</p> <p><b>(B)</b> to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency.</p>	<p>employer agreement; or (B) to enable the service of the organisation to continue where another employee is absent on account of illness or in an emergency.</p> <p>The Proposed Agreement (cl 22.2(a)) omits the shift swap scenario and only permits unilateral roster alterations where another employee is absent from duty on account of illness or in an emergency. The practical effect is that the Proposed Agreement does not expressly provide for agreed shift swaps as a mechanism for changing the roster at any time without the usual notice requirements. However, shift swaps may still occur by mutual agreement under the general variation provisions of the Agreement.</p>
<p><b>22.3 Customer Cancellation</b></p> <p>(a) Where a Home Care customer cancels for reasons other than those outlined in sub-clause 22.3(b), affected part-time or full-time Employees:</p> <p>(i) Where the Employee is notified less than 24 hours, in advance of a scheduled service, IRT may direct the Employee to complete eLearning per the employees learning and development program in the hours the Employee was rostered to work.</p> <p>The employee will be paid the amount they would have received had the cancelled service been performed (or part thereof).</p> <p>(ii) Where the Employee is notified less than seven days in advance, but greater than 24</p>	<p><b>(f) Client cancellation</b></p> <p><b>(i)</b> Clause 25.5(f) applies where a client cancels a scheduled home care or disability service, within 7 days of the scheduled service, which a full-time or part-time employee was rostered to provide. For the purposes of clause 25.5(f), a client cancellation includes where a client reschedules a scheduled home care or disability service.</p> <p><b>(ii)</b> Where a service is cancelled by a client under clause 25.5(f)(i), the employer may either:</p> <p><b>(A)</b> direct the employee to perform other work during those hours in which they were rostered; or</p> <p><b>(B)</b> cancel the rostered shift or the affected part of the shift.</p>	<p>The terms differ materially in relation to client cancellations and management of guaranteed minimum hours:</p> <p>1. <b>Short-notice cancellations (within 24 hours):</b> The Award (cl 25.5(f)(v)) requires at least 12 hours' notice before the employer can use the make-up time arrangement. If less than 12 hours' notice is given, the employee must be paid for the cancelled shift. The Proposed Agreement (cl 22.3(a)(i)) broadens this: where less than 24 hours' notice is given, IRT may direct the employee to complete eLearning per their learning and development program, paid</p>

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<p>hours, IRT may pay the employee the amount they would have received had the shift or part of the shift not been cancelled or direct the Employee to make-up time equivalent to the cancelled time:</p> <p>a) on another shift in the same pay period; or b) at another time with seven days' notice (or a lesser period by agreement with the Employee), but no more than six weeks later than the date of the cancellation.</p> <p>(iii) Where an Employee is directed to make-up time in accordance with 22.3(a)(ii), such make up time shall be:</p> <p>a) consistent with the Employee's experience, skills, abilities and classification, and may be working with other Home Care customers or working in a residential aged care facility; and b) shall be paid at the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.</p> <p>(b) Where IRT is unable to meet the Guaranteed Minimum Hours of an affected part-time or full-time Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:</p> <p>(i) Work shall be re-allocated from casual Employees to the part-time or full-time Employee;</p>	<p><b>(iii)</b> Where clause 25.5(f)(ii)(A) applies, the employee will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.</p> <p><b>(iv)</b> Where clause 25.5(f)(ii)(B) applies, the employer must either:</p> <p><b>(A)</b> pay the employee the amount they would have received had the shift or part of the shift not been cancelled; or</p> <p><b>(B)</b> subject to clause 25.5(f)(v), provide the employee with make-up time in accordance with clause 25.5(f)(vi).</p> <p><b>(v)</b> The make-up time arrangement can only be used where the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause 25.5(f)(iv)(A) applies.</p> <p><b>(vi)</b> Where the employer elects to provide make-up time:</p> <p><b>(A)</b> despite clause 25.5(a), the employer must provide the employee with 7 days' notice of the make-up time (or a lesser period by agreement with the employee);</p> <p><b>(B)</b> the make-up time must be worked within 6 weeks of the date of the cancelled service;</p> <p><b>(C)</b> the employer must consult with the employee in accordance with clause 8A— Consultation about changes to rosters or hours of work regarding when the make-up time is to be worked;</p>	<p>at the amount they would have received. This means employees may be directed to eLearning rather than receiving payment without working, which is a potential detriment (loss of payment without obligation to work), though the employee is still paid the full amount.</p> <p><b>2. Make-up time notice period:</b> The Award (cl 25.5(f)(vi)(A)) requires 7 days' notice of make-up time (or less by agreement). The Proposed Agreement (cl 22.3(a)(ii)) similarly provides that make-up time can be directed on another shift in the same pay period or at another time with 7 days' notice (or less by agreement), but the timeframe triggering the make-up time option is broadened from 12 hours to 24 hours.</p> <p><b>3. Death/hospitalisation/extenuating circumstances:</b> The Proposed Agreement (cl 22.3(b)) introduces a specific process that applies where guaranteed minimum hours cannot be met due to death, hospitalisation, or other extenuating circumstances affecting a client. This goes beyond the Award, which addresses only short-notice cancellations. The process includes work reallocation, access to leave, stand down, and ultimately redundancy if hours cannot be restored within six weeks. Although this is not mentioned in the Award, this does not reduce Award entitlements but provides IRT with a structured process for prolonged disruptions.</p>

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<p>(ii) Hours shall be reallocated from another Employee who is working hours additional to their Guaranteed Minimum Hours;</p> <p>(iii) Where the Employee agrees, the Employee may have access to annual or long service leave; and</p> <p>(iv) The Employee may be stood down by IRT in accordance with section 524 of the Act.</p> <p>(c) Despite the provisions in sub-clauses 22.3(b)(i) to (b)(iv) inclusive, if after six weeks, or earlier by mutual Agreement, IRT is unable to provide the Guaranteed Minimum Hours, IRT may initiate redundancy proceedings in accordance with clause 40 Redundancy.</p> <p>(d) Nothing in this clause shall prohibit an affected Employee and IRT reaching Agreement as to a period of authorised unpaid leave.</p> <p>(e) Employees will not be required to work a shift which exceeds 10 ordinary hours</p>	<p><b>(D)</b> the make-up time can include work with other clients or in other areas of the employer’s business provided the employee has the skill and competence to perform the work; and</p> <p><b>(E)</b> an employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.</p> <p><b>(vii)</b> Clause 25.5(f) is intended to operate in conjunction with clause 25.5(d) and does not prevent an employer from changing a roster under clause 25.5(d)(i) or (d)(ii).</p>	<p>The broadened timeframe (24 hours vs 12 hours) and the eLearning direction represent a variation from Award entitlements. However, employees are still paid the full amount they would have received for the cancelled service in all scenarios.</p>
<p><b>Clause 24. Overtime</b></p> <p>24.1 Overtime is paid in the following circumstances:</p> <p>(a) Where a full-time Employee works in excess of their ordinary hours.</p> <p>(b) Where a part-time Employee works in excess of:</p> <p>(i) 10 hours in a shift;</p> <p>(ii) 76 hours per fortnight, where employed by the fortnight;</p>	<p><b>28.1 Overtime rates</b></p> <p><b>(a) Full-time employees</b></p> <p>A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day and, in the case of day workers, for work done outside the span of hours under clause 25.2(a) :</p> <p><b>(i)</b> disability services, home care and day care employees—for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first 2 hours and double time thereafter;</p>	<p>The terms differ in several respects regarding overtime:</p> <p>1. <b>Overtime triggers for part-time employees:</b> The Proposed Agreement (cl 24.1(b)(iv)) provides that overtime is payable where a part-time employee works more than 10 shifts per fortnight (with broken shifts treated as a single shift). This trigger does not appear in the Award.</p> <p>2. <b>Saturday overtime rate for full-time employees:</b> Under the Award (cl 28.1(a)(i)), full-time home care employees are paid 150% for</p>

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
<p>(iii) 152 hours per four-weekly period, where employed on a four-weekly basis; or</p> <p>(iv) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause 20.5(e).</p> <p>(c) All time worked in excess of a part-time Employee’s rostered hours on any one day (unless an agreement has been entered into for reasonable additional hours under clause 18.3(e), will be overtime and paid at the rates prescribed by clause 24.2 and 24.3.</p> <p>...</p> <p>(d) Where a casual Employee works in excess of:</p> <p>(i) 10 hours in a shift;</p> <p>(ii) 76 hours per fortnight; or</p> <p>(iii) 10 shifts per fortnight (broken shifts are to be treated as a single shift, in accordance with clause 20.5(e).</p> <p>(e) Where an Employee has not been able to take all or part of their break between shifts as required by sub-clause 24.4.</p> <p>(f) Where an Employee works beyond the maximum span of 12 hours for a broken shift.</p> <p>24.2 Overtime shall be paid in accordance with the following, calculated on the Employee’s base rate of pay, except in the case of casual Employees:</p>	<p><b>(ii)</b> social and community services and crisis accommodation employees—for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first 3 hours and double time thereafter;</p> <p><b>(iii)</b> for all authorised overtime on a Sunday, payment will be made at the rate of double time;</p> <p><b>(iv)</b> for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and</p> <p><b>(v)</b> overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 29— Shiftwork, and Saturday and Sunday work premiums prescribed in clause 26 — Saturday and Sunday work .</p> <p><b>(b) Part-time employees and casual employees</b></p> <p><b>(i)</b> All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.</p> <p><b>(ii)</b> All time worked by part-time or casual employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first</p>	<p>the first 2 hours of overtime on Monday to Saturday, then 200% thereafter. The Proposed Agreement (cl 24.2(b)) provides 200% for all overtime on Saturday and Sunday (double time). This is a benefit to employees — they receive double time from commencement on Saturdays rather than time and a half.</p> <p><b>3. Overtime for part-time employees working beyond rostered hours:</b> Under the Award (cl 28.1(b)(iii)–(iv)), all time worked by part-time employees outside the span of hours or in excess of 10 hours per day is paid at overtime rates. The Proposed Agreement (cl 24.1(c)) provides overtime for hours worked in excess of rostered hours on any one day unless agreed additional hours have been arranged under cl 18.3(e). This is structurally different but may be broadly equivalent in practice.</p> <p><b>4. Casual overtime rates:</b> The Award (cl 28.1(b)) provides overtime rates for casual employees based on hours worked in excess of 38/week, 76/fortnight, or 10/day. The Proposed Agreement (cl 24.3) provides specific casual overtime rates only for Casual Aged Care Employees. The impact of this is nil for SCHADS-covered employees as IRT does not engage casual home care employees.</p> <p>The practical impact of these changes is that full-time and part-time employees benefit from the higher Saturday overtime rate (200% vs</p>

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
<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>(d) All work performed beyond the maximum span of 12 hours for a broken shift – double time.</p> <p>Overtime penalties do not apply to any Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.</p> <p>24.3 Overtime shall be paid in accordance with the following, calculated on the Employee’s base rate of pay for Casual Aged Care Employees:</p> <p>(a) for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:</p> <p>(i) Monday to Friday - 187.5% of the hourly rate (plus any all-purpose allowance payable) for the first two hours and 250% of the hourly rate (plus any all-purpose allowance payable) after two hours;</p> <p>(ii) Saturday and Sunday - 250% of the hourly rate (plus any all-purpose allowance payable); and</p> <p>(iii) Public holidays - 312.5% of the hourly rate (plus any all-purpose allowance payable).</p>	<p>2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.</p> <p><b>(iii)</b> Time worked up to the hours prescribed in clause 28.1(b)(ii) will, subject to clause 28.1(b)(i) , not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).</p> <p><b>(iv)</b> All time worked outside the span of hours by part-time and casual day workers will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.</p> <p><b>(v)</b> Overtime rates payable under clause 28.1(b) will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29 — Shiftwork and are not applicable to ordinary hours worked on a Saturday or Sunday.</p>	<p>150% for the first 2 hours). The additional 10-shift trigger for part-time employees provides an extra safeguard. The absence of casual overtime rates has no practical impact on this employee cohort.</p>

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
<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 loading in clause (a), unless otherwise stated.</p> <p>24.4 Where an Employee is due to commence their next shift without the minimum break prescribed by sub-clause 23.1, one of the following will apply:</p> <p>(a) The Employee will be excused from having to start the next shift without loss of pay until they have had the minimum break prescribed by sub-clause 23.1; or</p> <p>(b) If, at the request of IRT, the Employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty, such Employees shall be entitled to be absent from work until they have</p>		

Proposed Agreement Term	SCHADS Award Term	Explanation of difference						
<p>had their break without loss of pay for working time occurring during such an absence.</p>								
<p><b>24.5 Recalled to Work</b></p> <p>(a) With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving IRT's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The four-hour minimum payment only applies where overtime is payable for any of the work for which the Employee is recalled to perform. Provided that, except in unforeseen circumstances, an Employee shall not be required to work the full four hours if the tasks that they are recalled to perform are completed within a shorter period.</p>	<p><b>28.4 Recall to work overtime</b></p> <p>An employee who is recalled to work overtime after leaving the workplace and requested by their employer to attend a workplace in order to perform such overtime work will be paid for a minimum of two hours' work at the appropriate rate for each time recalled. If the work required is completed in less than two hours the employee will be released from duty.</p>	<p>Under the Award (cl 28.4), an employee recalled to work overtime after leaving the workplace is paid for a minimum of 2 hours' work at the appropriate overtime rate for each time recalled, and may be released once the work is completed if it takes less than 2 hours. The Proposed Agreement (cl 24.5(a)) provides a minimum of 4 hours at the applicable overtime rate for each time recalled, with the proviso that the employee shall not be required to work the full 4 hours if the tasks are completed sooner (except in unforeseen circumstances). This is a benefit to employees - they receive double the minimum guaranteed payment (4 hours vs 2 hours) for each recall to work.</p>						
<p><b>Clause 25 Shift and Weekend Work</b></p> <p>...</p> <p>25.6 Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:</p> <table border="1" data-bbox="165 1161 795 1417"> <thead> <tr> <th data-bbox="165 1161 322 1417">Day</th> <th data-bbox="322 1161 557 1417">Part-time or Full-time employee penalty rate</th> <th data-bbox="557 1161 795 1417">Casual employee penalty rate (inclusive of 25% casual loading)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Day	Part-time or Full-time employee penalty rate	Casual employee penalty rate (inclusive of 25% casual loading)				<p><b>26. Saturday and Sunday work</b></p> <p><b>26.1</b> Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at 150% of the ordinary rate of pay, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at 200% of the ordinary rate of pay.</p> <p><b>26.2</b> The rates in clause 26.1 are in substitution for and not cumulative upon the shift premiums prescribed in clause 29 — Shiftwork and are not</p>	<p>The penalty rates for weekend work differ as follows:</p> <p><b>Sunday rates (full-time/part-time):</b> The Award (cl 26.1) provides 200% for ordinary hours on Sunday. The Proposed Agreement (cl 25.6) provides 175%. This is a reduction of 25 percentage points for full-time and part-time employees working on Sundays.</p> <p><b>Saturday rates (casual):</b> The Award (cl 26.4(a)) provides 175% (inclusive of casual loading) for Saturday. The Proposed Agreement (cl 25.6) provides 187.5% (inclusive of casual loading).</p>
Day	Part-time or Full-time employee penalty rate	Casual employee penalty rate (inclusive of 25% casual loading)						

Proposed Agreement Term			SCHADS Award Term	Explanation of difference
<b>Saturday</b>	150%	187.5%	<p>applicable to overtime worked on a Saturday and Sunday.</p> <p><b>26.3</b> Casual employees will be paid the casual loading in clause 10.4 in addition to the Saturday and Sunday rates at clause 26.1 .</p> <p><b>26.4</b> A casual employee who works on a weekend will be paid at the following rates:</p> <p><b>(a)</b> between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading); and</p> <p><b>(b)</b> between midnight Saturday and midnight Sunday – 225% of the ordinary rate of pay (inclusive of the casual loading).</p>	<p>This is a benefit to casual employees of 12.5 percentage points.</p> <p><b>Sunday rates (casual):</b> The Award (cl 26.4(b)) provides 225% (inclusive of casual loading) for Sunday. The Proposed Agreement (cl 25.6) provides 219% (inclusive of casual loading). This is a reduction of 6 percentage points for casual employees.</p> <p>The practical effect of these changes is that full-time and part-time employees receive lower Sunday penalty rates under the Proposed Agreement (175% vs 200%). Casual employees receive higher Saturday rates (187.5% vs 175%) but lower Sunday rates (219% vs 225%). The overall impact depends on an employee’s roster pattern, but those who regularly work Sundays may be disadvantaged under the Proposed Agreement in respect of this entitlement, which is intended to be offset by the generally higher base rates of pay and other benefits under the Proposed Agreement.</p>
<b>Sunday</b>	175%	219%		
<p>Shift penalties (sub-clause 25.2) do not apply on weekends.</p>				
<p><b>28.3 Uniforms Provision</b></p> <p>(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).</p>			<p><b>20.3 Laundering of clothing other than uniforms</b></p> <p>If during any day or shift, the clothing of an employee (other than a uniform) is soiled in the course of the performance of their duties, the employee will be paid a laundry allowance of <b>\$0.32</b> cents per shift provided that:</p>	<p>The Proposed Agreement does not contain provisions regarding uniform or laundering allowances.</p> <p>That said, the Proposed Agreement provides IRT will provide uniforms to all Employees and will decide which uniform items shall be allocated based on their hours of work. Employees will not</p>

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
<p>(b) An Employee may purchase additional uniform items through IRT's authorised supplier at the Employee's own expense.</p> <p>(c) No payment will be made to Employees who elect not to be provided with all the uniforms the Employee is eligible for in accordance with sub-clause 28.3(a) above.</p> <p>(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.</p> <p>(e) Refer to IRT's Uniforms Policy, as varied from time to time, for more detail.</p> <p>(f) IRT is committed to ensuring (as far as practicable) clothing suppliers practice ethical sourcing of clothing.</p>	<p><b>(a)</b> As soon as reasonably practicable the employee provides notice of the soiling and, if requested, evidence that would satisfy a reasonable person of the soiling and/or how it occurred; and</p> <p><b>(b)</b> At the time the clothing was soiled the employee had complied with any reasonable requirement of the employer in relation to the wearing of personal protective equipment either provided or paid for by the employer in accordance with clause 20.2(d).</p> <p><b>20.4 Repair and replacement of clothing other than uniforms</b></p> <p><b>(a)</b> If the clothing of an employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, the employer must reimburse the employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:</p> <p><b>(i)</b> As soon as reasonably practicable the employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;</p> <p><b>(ii)</b> At the time the clothing was soiled or damaged the employee had complied with any reasonable requirement of the employer in</p>	<p>be required to wear their own clothing while on duty.</p>

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	<p>relation to the wearing of personal protective equipment either provided or paid for by the employer in accordance with clause 20.2(d) ; and</p> <p><b>(iii)</b> The damage or soiling of an employee's clothes is not caused by the negligence of the employee.</p> <p><b>(b)</b> This clause will not apply where an employee is permitted or required to wear a uniform supplied by the employer or is otherwise entitled to any payment under clause 20.2.</p>	
<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>32A. 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 9 — Dispute resolution and/or under section 76B of the <a href="#">Act</a>.</p>	<p>The Award (cl 32A) simply refers to the NES for parental leave and related entitlements, which provides a baseline of unpaid parental leave. The Proposed Agreement (cl 33) provides entitlements that go significantly beyond the NES, including: (a) 14 weeks' paid maternity leave for the birth mother; (b) 14 weeks' paid adoption or surrogacy leave for the initial primary carer; and (c) 4 weeks' paid bonding leave for the partner of the birth mother or initial primary carer. These paid leave entitlements are in addition to the unpaid parental leave provided by the NES. The practical effect is a significant benefit to employees under the Proposed Agreement – eligible employees receive substantial paid leave entitlements that are not available under the Award, which only provides NES minimums.</p>

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<p><b>Clause 42 Redundancy</b></p> <p>42.1 For the purposes of this clause, “<b>continuous service</b>” shall mean a continuous period of service with IRT, whether on a permanent, casual, part-time or other basis, under one or more contracts of employment, provided that periods of leave without pay (including parental leave without pay) do not break the continuity of service of an Employee but are not to be taken into account in calculating length of service for the purposes of this clause.</p> <p>42.2 Redundancy occurs where IRT has made a definite decision that it no longer requires the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour.</p> <p>42.3 Unless the Commission subsequently orders otherwise in accordance with sub-clause 42.4, where the employment of a full-time or part-time Employee is to be terminated for the reason set out in sub-clause 42.2. IRT shall pay, in addition to other payments due to that Employee, the following redundancy pay in respect of the following continuous periods of service:</p> <p>(a) Where the Employee is under 45 years of age, IRT shall pay the Employee in accordance with the following scale:</p>	<p><b>12. Redundancy</b></p> <p><b>12.1 Transfer to lower paid duties on redundancy</b></p> <p>(a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.</p> <p>(b) The employer may:</p> <p>(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or</p> <p>(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c) .</p> <p>(c) If the employer acts as mentioned in paragraph (b)(ii) , the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the</p>	<p>The terms differ significantly in how they address redundancy:</p> <p>1. <b>Redundancy pay:</b> The Proposed Agreement (cl 42) provides a more detailed and more generous redundancy pay scheme than the Award, with separate scales for employees under 45 and those 45 and over. For example, an employee with 6 years or more of service receives 16 weeks’ pay (under 45) or 20 weeks’ pay (45 and over) under the Proposed Agreement. The Award (cl 12) does not contain its own redundancy pay scale - it relies on the NES redundancy pay entitlements (ss 119–123 of the Act) which provides lower entitlements when compared against the Proposed Agreement.</p> <p>2. <b>Omitted Award provisions:</b> The Proposed Agreement omits three Award redundancy provisions: (a) notification period for transferring to lower paid duties on redundancy (Award cl 12.1); (b) payment entitlement if an employee resigns during the notice period (Award cl 12.2); and (c) job search entitlements of up to one day per week during the notice period (Award cl 12.3).</p> <p>3. <b>Definition of weeks’ pay:</b> The Proposed Agreement (cl 42.3(c)) defines ‘weeks’ pay’ to include ordinary pay, over-Agreement payments, and (if applicable) shift/weekend</p>

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

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<b>2 years and less than 3 years</b>	8.75 weeks' pay	<p>request of the employer, produce proof of attendance at an interview.</p> <p><b>(c)</b> A statutory declaration is sufficient for the purpose of paragraph (b).</p> <p><b>(d)</b> An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.</p> <p><b>(e)</b> This entitlement applies instead of clauses 11.2 and 11.3</p>	
<b>3 years and less than 4 years</b>	12.5 weeks' pay		
<b>4 years and less than 5 years</b>	15 weeks' pay		
<b>5 years and less than 6 years</b>	17.5 weeks' pay		
<b>6 years and over</b>	20 weeks' pay		
<p>(c) "<b>Weeks' pay</b>" means the weekly rate of pay for the Employee concerned at the date of termination of employment by reason of redundancy, and shall consist of the following with respect to the Employee's usual ordinary hours of work:</p> <p>(i) the Employee's ordinary pay under this Agreement;</p> <p>(ii) any over-Agreement payments that the Employee receives; and</p> <p>(iii) if applicable, the following:</p> <p>a. shift and weekend penalties in accordance with clause 25 - Shift and Weekend Work;</p> <p>b. broken shift allowance in accordance with clause 20.5 - Broken Shifts; and</p> <p>42.4 Subject to an application by IRT and further order of the Commission, IRT may pay a lesser amount (or no amount) of redundancy pay than</p>			

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
<p>that contained in sub-clause 42 if IRT cannot afford to pay the amount or obtains other acceptable employment for an affected Employee. The Commission shall have regard to such financial and other resources of IRT concerned as the Commission thinks relevant, and the probable effect paying the amount of redundancy pay in sub-clause 42 will have on IRT. Provided that where a Residential Manager or Senior Care Coordinator has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in sub-clause 42 and IRT may not make application to the Commission under this sub-clause.</p> <p>42.5 IRT will not be obliged to pay redundancy pay in circumstances as provided by section 122 (which deals with transfer of employment situations) and section 123 of the Act.</p>		
<p><b>46. SUPERANNUATION</b></p> <p>46.1 IRT will make superannuation contributions into an approved superannuation fund nominated by the employee in accordance with the superannuation guarantee legislation, as amended or replaced from time to time.</p> <p>46.2 An 'approved fund' means:</p> <p>(a) The Health Employees Superannuation Trust Australia (<b>HESTA</b>) – default fund;</p>	<p><b>23.1 Superannuation legislation</b></p> <p>(a) The NES and Superannuation legislation, including the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), the <i>Superannuation Guarantee Charge Act 1992</i> (Cth), the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) and the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth), deal with the superannuation</p>	<p>The Proposed Agreement clause 46 is different to that provided in clause 23.1 under the Award as it does not include the Note which provides that under superannuation fund, the employer must check with the ATO whether the employee is a member of a stapled superannuation fund and if details are provided by the ATO, make contributions to the stapled fund.</p>

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<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>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</p>	<p>rights and obligations of employers and employees.</p> <p><b>(b)</b> The rights and obligations in clause 23 supplement those in superannuation legislation and the NES.</p> <p>NOTE: Under superannuation legislation:</p> <p>(a) Individual employees generally have the opportunity to choose their own superannuation fund.</p> <p>(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.</p> <p>(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.</p> <p>(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.</p>	<p>Whilst the Proposed Agreements omits the notes in (a), IRT will still be obliged to ensure compliance with superannuation legislation where applicable.</p> <p>The Proposed Agreement further includes an approved fund, "Health Super" which is not provided for in the Award and omits all other superannuation funds provided in the Award (other than HESTA and Aware Super).</p> <p>There will be no practical impact on staff given HESTA is the default stapled fund for IRT.</p>

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<p>days of the relevant payday, unless an extended legislative timeframe applies (e.g., for new employees or updated fund details).</p> <p>...</p>	<p>...</p> <p><b>23.4 Superannuation fund</b></p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 23.2 and pay any amount authorised under clauses 23.3(a) or 23.3(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) AustralianSuper;</li> <li>(i) HOSTPLUS Superannuation Fund;</li> <li>(j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or</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><b>(k)</b> a superannuation fund or scheme which the employee is a defined benefit member of.</p> <p><b>36. 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 terms of the Proposed Award 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> <p>(i) changes to working times and to work location;</p> <p>(ii) changes to telephone numbers and/or email addresses;</p> <p>(iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.</p> <p>(d) An Employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals</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>7A. Workplace delegates' rights</b></p> <p><b>7A.1</b> Clause 7A provides for the exercise of the rights of workplace delegates set out in section 350C of the 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 7A.</p> <p><b>7A .2</b> In clause 7A :</p>	<p>Both the Award and the Proposed Agreement provide for the exercise of workplace delegates' rights under section 350C of the Fair Work Act 2009. The terms are substantially the same, with the following differences: (1) The Proposed Agreement requires a workplace delegate to share information and knowledge gained from training, in addition to providing evidence of</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; and</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>7A.3</b> Before exercising entitlements under clause 7A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.</p> <p><b>7A.4</b> An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.</p> <p><b>7A.5 Right of representation</b> 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>attendance, which goes beyond the Award requirement. (2) The Proposed Agreement includes a definition of ‘workplace delegate’ that closely aligns with section 350C(1) of the Act, whereas the Award does not include a standalone definition but refers to the Act directly.</p> <p>The Proposed Agreement’s definition does not include members who perform work ‘arranged or facilitated by’ a regulated business. which is 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>

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
<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>7A.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 7A.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>7A.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 worker;</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	SCHADS 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 7A.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>7A.8 Entitlement to reasonable access to training</b></p> <p>Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days 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	SCHADS 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>7A.9 Exercise of entitlements under clause 7A</b></p> <p><b>(a)</b> A workplace delegate's entitlements under clause 7A are subject to the conditions that the workplace delegate must, when exercising those entitlements:</p> <p><b>(i)</b> comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;</p> <p><b>(ii)</b> not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.</p> <p><b>(b)</b> When exercising any entitlements under clause 7A, a workplace delegate must, other than in the reasonable exercise of those entitlements:</p> <p><b>(i)</b> comply with their duties and obligations as an employee; and</p> <p><b>(ii)</b> not hinder, obstruct or prevent the normal performance of work.</p> <p><b>(c)</b> Clause 7A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.</p>	

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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 7A 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 <a href="#">Act</a>, 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 7A.</p>	

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<p><b>No provisions.</b></p>	<p><b>25.7 Sleepovers</b>  ...  <b>(c)</b> The span for a sleepover will be a continuous period of 8 hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.</p>	<p>The Award (cl 25.7) provides detailed provisions for sleepovers, including that the span of a sleepover is a continuous period of 8 hours, during which employees must be provided with a separate room with a bed and clean linen, appropriate facilities (including food preparation and staff facilities), and free board and lodging. The Proposed Agreement does not contain any sleepover provisions. IRT confirms there are no requirements or expectations of any form of sleepover at IRT. Accordingly, the omission of this clause has no practical effect on employees.</p>
<p><b>No provisions.</b></p>	<p><b>25.8 24 hour care</b>  This clause only applies to home care employees.  <b>(a)</b> A <b>24-hour care</b> shift requires an employee to be available for duty in a client’s home for a 24-hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than 8 hours of care during this period.  <b>(b)</b> An employer may only require an employee to work a 24-hour care shift by agreement.  <b>(c)</b> The employee will be afforded the opportunity to sleep for a continuous period of 8 hours during a 24-hour care shift and employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where</p>	<p>The Award (cl 25.8) provides detailed provisions for 24-hour care shifts that apply to home care employees, including: payment of 8 hours at 155% of the appropriate rate for each 24-hour period; a requirement for the employee to agree to work such shifts; entitlement to 8 continuous hours’ sleep opportunity with a separate room, bed, clean linen and facilities; and overtime rates for any work beyond 8 hours during the 24-hour period.</p> <p>The Proposed Agreement does not contain any 24-hour care provisions. IRT confirms there are no requirements or expectations of any form of 24-hour care at IRT. Accordingly, the omission of this clause has no practical effect on employees.</p>

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	<p>these exist) and free board and lodging for each night when the employee sleeps over.</p> <p><b>(d)</b> The employee will be paid 8 hours' work at 155% of their appropriate rate for each 24-hour period.</p> <p><b>(e)</b> If the employee is required to perform more than 8 hours' work during a 24- hour care shift, that work shall be treated as overtime and paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half. An employer and employee may utilise the TOIL arrangement in accordance with clause 28.2.</p> <p><b>(f)</b> An employee may refuse to work more than 8 hours' work during a 24-hour care shift in circumstances where the requirement to work those additional hours is unreasonable.</p>	
<p><b>No provisions.</b></p>	<p><b>25.10 Remote work</b></p> <p><b>(a)</b> This clause applies where an employee is required by their employer to perform remote work.</p> <p><b>(b)</b> For the purpose of this clause, <b>remote work</b> means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:</p> <p><b>(i)</b> not part of their ordinary hours of work rostered in accordance with clause 25.5 (or, in</p>	<p>The Award (cl 25.10) provides detailed provisions for remote work (work performed at the direction of or with authorisation of the employer that is not part of rostered ordinary hours and not at a designated workplace). This includes minimum payments (15 minutes for on-call work between 6am–10pm; 30 minutes for on-call work between 10pm–6am; 1 hour for not-on-call work or staff meetings/training), and specific rates of pay including penalty rates for remote work outside 6am–8pm, on weekends,</p>

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	<p>the case of casual employees, not a designated shift); and</p> <p><b>(ii)</b> not additional hours worked by a part-time employee under clause 28.1(b)(iii) or 10.3(e) or overtime contiguous with a rostered shift; and</p> <p><b>(iii)</b> not required to be performed at a designated workplace.</p> <p><b>(c) Minimum payments for remote work</b></p> <p><b>(i)</b> Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:</p> <p><b>(A)</b> where the employee is on call between 6.00 am and 10.00 pm—a minimum payment of 15 minutes' pay;</p> <p><b>(B)</b> where the employee is on call between 10.00 pm and 6.00 am—a minimum payment of 30 minutes' pay;</p> <p><b>(C)</b> where the employee is not on call—a minimum payment of one hour's pay;</p> <p><b>(D)</b> where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour's pay.</p> <p><b>(ii)</b> Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.</p> <p><b>(iii)</b> Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where</p>	<p>and on public holidays. The Proposed Agreement does not contain equivalent remote work provisions. IRT confirms there are no requirements or expectations of any form of remote work at IRT. Accordingly, the omission of this clause has no practical effect on employees.</p>

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
	<p>multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.</p> <p><b>(d) Rates of pay for remote work</b></p> <p><b>(i)</b> Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:</p> <p><b>(A)</b> Remote work performed outside the span of 6am to 8pm will be paid at the rate of <b>150%</b> of the minimum hourly rate for the first two hours and <b>200%</b> of the minimum hourly rate thereafter or, in the case of casual employees, at <b>175%</b> of the minimum hourly rate for the first two hours and <b>225%</b> of the minimum hourly rate thereafter;</p> <p><b>(B)</b> Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 28.1;</p> <p><b>(C)</b> Remote work performed in excess of 10 hours per day will be paid at the rate of <b>150%</b> of the minimum hourly rate for the first two hours and <b>200%</b> of the minimum hourly rate thereafter or in the case of casual employees, <b>175%</b> of the minimum hourly rate for the first 2 hours and <b>225%</b> of the minimum hourly rate thereafter;</p> <p><b>(D)</b> Remote work performed on a Saturday will be paid at the rate of <b>150%</b> of the minimum hourly rate or, in the case of casual employees, <b>175%</b> of the minimum hourly rate;</p>	

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
	<p><b>(E)</b> Remote work performed on a Sunday, it will be paid at the rate of <b>200%</b> of the minimum hourly rate or, in the case of casual employees, <b>225%</b> of the minimum hourly rate;</p> <p><b>(F)</b> Remote work performed on a public holiday will be paid at the rate of <b>250%</b> of the minimum hourly rate or, in the case of casual employees, <b>275%</b> of the minimum hourly rate.</p> <p><b>(ii)</b> The rates of pay in clause 25.10(d)(i) above are in substitution for and not cumulative upon the rates prescribed in clauses 26—Saturday and Sunday work, 28—Overtime and penalty rates, 29—Shiftwork and 34— Public holidays.</p> <p><b>(e) Other requirements</b> An employee who performs remote work must maintain and provide to their employer a time sheet or other record acceptable to the employer specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the employer within a reasonable period of time after the remote work is performed.</p> <p><b>(f) Miscellaneous provisions</b> <b>(i)</b> In this clause, the term ‘minimum hourly rate’ means the weekly rates prescribed by clauses 15—Minimum weekly wages for social and community services employees and crisis accommodation employees, 16—Minimum weekly wages for family day care employees and 17— Minimum weekly wages for home care employees (as applicable) divided by 38.</p>	

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	<p><b>(ii)</b> Where remote work is performed, the minimum payments at clause 10.5 do not apply.</p> <p><b>(iii)</b> The performance of remote work will not count as work or overtime for the purpose of the following clauses:</p> <p><b>(A)</b> Clause 25.3—Rostered days off;</p> <p><b>(B)</b> Clause 25.4—Rest breaks between rostered work;</p> <p><b>(C)</b> Clause 28.3—Rest period after overtime;</p> <p><b>(D)</b> Clause 28.5—Rest break during overtime.</p>	
<p><b>Schedule A and B.</b> The Proposed Agreement varied the home care classification titles as follows:</p> <p><b>7.1 Home Care Employee Level 1 and 1B – Introductory</b> ...</p> <p><b>7.2 Home Care Employee Level 2 – Home Carer</b> ...</p> <p><b>7.3 Home Care Employee Level 3 – Qualified</b> ...</p> <p><b>7.4 Home Care Employee Level 4 – Senior</b> ...</p> <p><b>7.5 Home Care Employee Level 5 – Specialist</b> ...</p> <p><b>7.6 Home Care Employee Level 6 – Team Leader</b></p>	<p><b>Schedule F – Classification Definitions—Home Care Employees—Aged Care</b> In summary, the Award is varied by introducing a new classification relating to home care employees in the aged care industry. The classifications title and descriptions are as follows:</p> <p><b>F.1 Home care employee level 1—aged care—Introductory</b> An employee whose primary role is to provide home care to aged care clients and who has less than 3 months’ aged carer experience.</p> <p><b>F.2 Home care employee level 2—aged care—Home Carer</b> An employee whose primary role is to provide home care to aged care clients and who has 3 months’ or more aged carer experience.</p> <p><b>F.3 Home care employee level 3—aged care—Qualified</b></p>	<p>The Proposed Agreement substantially adopts the same classification title and relevant experience qualification.</p> <p>The Proposed Agreement however introduces a new Level 1B classification intending to cover employees with a relevant Certificate III in Individual Support or equivalent, but with less than 3 months experience in the industry which is not provided for in the Award. This is equivalent to the Home Care Employee Level 3 classification under the Award.</p> <p>The Proposed Agreement further provides detailed descriptions for each classification as provided in Schedule A.</p> <p>The rates of pay between the Award and the Proposed Agreement differ. However, on each year (i.e. July 2027), the rates of pay will either be increased by 3% (as provided for in Schedule</p>

Proposed Agreement Term	SCHADS Award Term	Explanation of difference
	<p>An employee whose primary role is to provide home care to aged care clients and who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification.</p> <p><b>F.4 Home care employee level 4—aged care—Senior</b></p> <p>An employee whose primary role is to provide home care to aged care clients and who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification and has obtained 4 years' experience classified at level 3 after 1 January 2025.</p> <p><b>F.5 Home care employee level 5—aged care—Specialist</b></p> <p>An employee whose primary role is to provide home care to aged care clients and who has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer.</p> <p><b>F.6 Home care employee level 6—aged care—Team Leader</b></p> <p>A home care employee who has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer and is required to supervise and train other home care employees—aged care.</p>	<p>B) or will be 1.5% above the equivalent Award rate (whichever is greater).</p>