



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Independent Parliamentary Expenses Authority**  
(AG2024/535)

## **INDEPENDENT PARLIAMENTARY EXPENSES AUTHORITY ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 14 MARCH 2024

*Application for approval of the Independent Parliamentary Expenses Authority Enterprise Agreement 2024-2027.*

[1] An application has been made for approval of an enterprise agreement known as the *Independent Parliamentary Expenses Authority Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Independent Parliamentary Expenses Authority. The Agreement is a single enterprise agreement.

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

[3] The Notice of Employee Representational Rights (NERR) given to employees was not in the prescribed form as required under s.174(1A) of the Act in that it was embedded in the body of an email. I am satisfied that this constitutes a minor procedural or technical error for the purposes of s188(5)(a) and that the employees covered by the Agreement were not likely to have been disadvantaged by the error.

[4] CPSU, the Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 March 2024. The nominal expiry date of the Agreement is 28 February 2027.

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE523829 PR772356>

# Independent Parliamentary Expenses Authority Enterprise Agreement 2024-2027

# Table of Contents

<b>Section 1 - Technical matters</b> .....	<b>9</b>
Title .....	9
Parties to the agreement .....	9
Operation of the agreement.....	9
Delegations .....	9
National Employment Standards (NES) precedence .....	9
Closed comprehensive agreement .....	9
Individual flexibility arrangements .....	10
Definitions.....	11
Usual location of work .....	13
<b>Section 2: Remuneration</b> .....	<b>14</b>
Salary.....	14
Payment of salary .....	14
Salary setting.....	14
Pay point advancement .....	16
Advancement within the zone of discretion.....	16
Superannuation .....	17
Method for calculating superannuation salary.....	17
Superannuation during unpaid parental leave .....	17
Overpayments.....	17
Supported wage system.....	18
Salary on reduction .....	18
<b>Section 3: Allowances and reimbursements</b> .....	<b>19</b>
Higher duties allowance.....	19
Meal provisions.....	19
Workplace responsibility allowances.....	19
Community language allowance.....	20
<b>Section 4: Classifications</b> .....	<b>21</b>
Work Level Standards .....	21
<b>Section 5: Working hours and arrangements</b> .....	<b>21</b>
Employment types .....	21
Job security .....	21
Casual (irregular and intermittent) employment .....	22
Non-ongoing employment.....	22

Working hours.....	23
Flex for APS 1-6 classifications.....	24
Maximum flex time balance and debit.....	25
Exceptional circumstance.....	25
Reversion to standard hours.....	25
Flextime balances at cessation or APS transfer.....	25
Flextime balances on promotion or on higher duties.....	26
Executive Level Time Off in Lieu (TOIL).....	26
Part-time Executive level TOIL.....	27
Converting TOIL credits to annual leave.....	27
Cash out of TOIL credits.....	27
TOIL balances at cessation.....	27
Overtime and restriction.....	28
Restriction payment.....	28
Restriction rates.....	28
Flexible working arrangements.....	28
Requesting formal flexible working arrangements.....	29
Annual Closedown.....	32
Public holidays.....	32
<b>Section 6: Leave.....</b>	<b>34</b>
Non-approval of leave.....	34
Recall to duty.....	34
Unauthorised absences.....	34
Annual leave.....	34
Purchased leave.....	35
Personal/carer's leave.....	35
Portability of leave.....	37
Re-crediting of leave.....	37
Long service leave.....	38
Miscellaneous leave.....	38
Cultural, ceremonial and NAIDOC leave.....	39
Parental leave.....	39
Compassionate leave.....	42
Bereavement leave.....	42
Emergency response leave.....	43
Jury duty.....	43

Defence reservist leave.....	44
Defence service sick leave .....	45
Leave to attend proceedings .....	45
<b>Section 7: Employee support and workplace culture .....</b>	<b>46</b>
Blood donation.....	46
Vaccinations.....	46
Employee Assistance Program.....	46
Respect at work .....	46
Family and domestic violence support .....	47
Integrity in the APS .....	48
First Nations cultural competency training.....	49
Lactation and breastfeeding support.....	49
Disaster support.....	49
<b>Section 8: Performance and development .....</b>	<b>50</b>
Performance management .....	50
Workloads .....	50
Study assistance .....	50
Professional memberships and/or subscriptions .....	51
<b>Section 9: Travel and location-based conditions.....</b>	<b>51</b>
Travel for official purposes .....	51
Motor vehicle allowance.....	51
Relocation assistance .....	52
<b>Section 10: Consultation, representation and dispute resolution.....</b>	<b>53</b>
Consultation.....	53
Agency consultative committee .....	56
APS consultative committee .....	56
Dispute resolution.....	56
Delegates' rights .....	58
Employee representational rights .....	59
<b>Section 11: Separation and retention.....</b>	<b>60</b>
Resignation .....	60
Payment on death of an employee.....	60
Redeployment, retraining, redundancy.....	60
Notification of excess employees .....	60
Redeployment.....	60
<b>Attachment A – Base salaries .....</b>	<b>64</b>

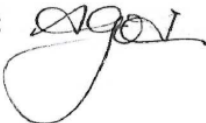
<b>Attachment B – Supported Wage System.....</b>	<b>67</b>
Definitions.....	67
SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate .....	67
Eligibility criteria.....	67
Supported wage rates.....	67
Assessment of capacity.....	68
Lodgement of SWS wage assessment agreement.....	68
Review of assessment.....	68
Other terms and conditions of employment.....	69
Workplace adjustment.....	69
Trial period.....	69

## Formal acceptance of the agreement

This agreement is made under section 172 of the *Fair Work Act 2009*.

### Independent Parliamentary Expenses Authority

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer, Independent Parliamentary Expenses Authority

Signed: 

Full Name: Annwyn Godwin


Authority: Chief Executive Officer

Address: One Canberra Avenue, Forrest, ACT 2603

Date: 28/2/2024

### Employee Representative

Signed for, and on behalf of the employee representatives:

Signed: 

Full name: Joanna Brennan

Authority: Director, Corporate

Address: One Canberra Avenue, Forrest ACT 2603

Date: 28/2/2024



# Section 1 - Technical matters

## Title

1. This agreement will be known as the *Independent Parliamentary Expenses Authority Enterprise Agreement 2024-2027* and is made under section 172 of the *Fair Work Act 2009* (the Act).

## Parties to the agreement

2. The agreement covers:
  - a. the Independent Parliamentary Expenses Authority (IPEA), for and on behalf of the Commonwealth of Australia as the employer;
  - b. all employees of the Independent Parliamentary Expenses Authority employed under the *Public Service Act 1999* other than Senior Executive Service employees or equivalent;
  - c. subject to notice being given in accordance with section 183 of the *FW Act*, the Community and Public Sector Union (CPSU), which was a bargaining representative for this Agreement.

## Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

## Delegations

5. The Chief Executive Officer (CEO) may delegate to or authorise any person to perform any or all of the powers or functions under this agreement, including this power of delegation, and may do so subject to conditions.

## National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of IPEA in any respect when compared with the NES.

## Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **Individual flexibility arrangements**

10. The CEO and an employee covered by this agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:
  - a. the agreement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and
    - vi. leave and leave loading; and
  - b. the arrangement meets the genuine needs of IPEA and the employee in relation to one or more of the matters mentioned in clause 10; and
  - c. the arrangement is genuinely agreed to by IPEA and the employee.
11. The CEO must ensure that the terms of the individual flexibility arrangement:
  - a. are about permitted matters under section 172 of the *FW Act*;
  - b. are not unlawful terms under section 194 of the *FW Act*; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The CEO must ensure that the individual flexibility arrangement:
  - a. is in writing;
  - b. includes the name of the Agency and employee;
  - c. is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d. includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - iv. states the day on which the arrangement commences.
13. The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14. The CEO or employee may terminate the individual flexibility arrangement:
  - a. by giving no more than 28 days written notice to the other party to the arrangement; or
  - b. if the CEO and employee agree in writing – at any time.
15. The CEO and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agency Head** means the Chief Executive Officer of the Independent Parliamentary Expenses Authority or the person authorised by the CEO as their delegate

**Agreement** means the Independent Parliamentary Expenses Authority Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an employee can perform ordinary hours.

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**Classification or classification level** means the approved classifications set out in rule 5 of the *Public Service Classification Rules 2000*.

**Child** means a biological child, adopted child, foster child, step child, or ward.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

**Delegate** means someone to whom a power or function has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives

with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full time, part time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

**Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.

**Full time employee** means an employee employed to work an average of IPEA's standard working hours: 37 hours and 30 minutes per week or the agency's retained standard full-time hours.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters and may include a person referred to as a supervisor.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, consistent with the FW Act.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a spouse, former spouse, de facto partner or former de facto partner.

**Part-time employee** means an employee whose ordinary hours are less than IPEA's standard working hours: 37 hours and 30 minutes per week or the agency's retained agency standard full-time working hours, which may include an average over a period defined by the agency in accordance with this agreement.

**Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**Relevant employee** means an affected employee.

**Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**Zone of Discretion** is the Salary zone between the Highest Pay point and the Maximum Guidepoint in the relevant APS Level 6 to Executive level 2 Classification salary range.

## Usual location of work

17. The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
18. The CEO and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

## Section 2: Remuneration

### Salary

19. Salary rates will be set out in Attachment A of this agreement (Pro-rata for part-time employees).
20. The base salary rates in Attachment A include the following increases:
  - a. **4.0 per cent** from the first full pay period on or after 1 March 2024 (14 March 2024);
  - b. **3.8 per cent** from the first full pay period on or after 1 March 2025 (13 March 2025); and
  - c. **3.4 per cent** from the first full pay period on or after 1 March 2026 (12 March 2026).
21. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

22. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

**Note:** This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12 year period.

### Salary setting

23. Where an employee is engaged, moves to, or is promoted in the agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
24. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
25. In determining a salary under these salary setting clauses, the CEO will have regard to a range of relevant factors including the employee's experience, qualifications and skills.
26. Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency for specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the agency.

27. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
28. Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
29. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

*Table 1 – Type of movement and pay point*

<b>Type of movement and circumstance</b>	<b>Pay point</b>
Promoted or engaged.	First pay point of the relevant classification salary range.
Promoted – where the employee's former substantive salary was at, or above, the first pay point applicable to the new classification.	The next highest pay point in the relevant classification salary range.
Transferred on an ongoing or temporary basis from another Australian Public Service (APS) agency – and the salary aligns with a pay point.	Salary is matched.
Transferred on an ongoing or temporary basis from another APS agency – and the salary is between the first pay point and the highest pay point, but not aligned with a pay point.	The next highest pay point in the relevant classification salary range.
Transferred on an ongoing or temporary basis from another APS agency at a classification in the APS6 to EL2 range, and the salary is above the highest pay point but below the maximum guide point.	Salary is matched.
Transferred on an ongoing or temporary basis from another APS agency and the salary is above the maximum guide point for the relevant APS6 to EL2 classification, or above the highest pay point for the relevant APS1 to APS5 classification.	Salary is matched and frozen until the maximum guide point (APS6 to EL2 classifications) or highest pay point (APS1 to APS5 classifications) of the relevant classification salary range catches up.

## **Pay point advancement**

30. Employees with salaries below the highest pay point in their relevant classification will advance one pay point, subject to a Meets or Exceeds expectation for their performance rating.
31. Pay point advancement will become effective on the commencement of the first full pay period in July.
32. An employee will be eligible for a pay point advancement at their substantive classification only if;
  - a. a satisfactory performance rating during the employee's most recent performance review; and
  - b. 6 months of aggregated eligible service in the agency at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in this agreement.
33. Eligible service for salary progressions will include:
  - a. Periods of paid leave and unpaid parental leave
  - b. Periods of unpaid leave that counts as service; and
  - c. Service while employed on a non-ongoing basis.
34. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
35. Employees who are acting at a higher classification, and satisfy the eligibility requirements in clause 30-34, will be eligible for salary progressions at both their substantive and acting classification.
36. The CEO may determine an employee is eligible for accelerated pay point advancement based on sustained strong performance, having regard to the employee's qualifications, experience and/or skills or in other circumstances determined by the CEO.

## **Advancement within the zone of discretion**

37. Where an employee is on the highest pay point or has a salary within the zone of discretion for their classification, and has demonstrated sustained strong performance, the CEO may determine an increase within the zone of discretion or to the maximum guide point within the substantive classification salary range.



## **Superannuation**

38. IPEA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
39. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
40. IPEA will make employer contribution payments to any eligible superannuation fund nominated by an employee, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by IPEA's payroll system.

## **Method for calculating superannuation salary**

41. IPEA will provide an employer contribution of 15.4% per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
42. Employer contributions will be made for all employees covered by this agreement.
43. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

## **Superannuation during unpaid parental leave**

44. Employer contributions will be paid on periods of unpaid parental leave at the employee's nominal base salary for periods of leave up to a maximum of 52 weeks.

## **Overpayments**

45. An overpayment occurs if an employee receives an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
46. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
47. Where an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
48. After considering the employee's response (if any), and the CEO confirms that the overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.

49. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will consider the nature and amount of the debt, the employee's circumstances, and any potential hardship to the employee. The arrangement will be documented in writing.
50. The CEO and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
51. Interest will not be charged on overpayments.
52. Nothing in clause 45 to 51 prevents:
  - a. IPEA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - b. IPEA from pursuing recovery of the debt through other available legal avenues;
  - c. the employee or IPEA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Supported wage system**

53. An employee can be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - a. have a disability;
  - b. meet the criteria for a Disability Support Pension; and
  - c. are unable to perform duties to the capacity required.
54. Specific conditions relating to the supported wage system are detailed in Attachment B – supported wage rates for employees with disability.

### **Salary on reduction**

55. Where an employee agrees to be temporarily assigned duties at a lower classification, the CEO may determine, following consultation with the employee, that the employee shall be paid a rate of salary applicable to the lower classification.
56. Such a determination will specify the period for which the lower salary will apply.
57. This clause does not apply to, or restrict, decisions made by the CEO in relation to breaches of the APS Code of Conduct or underperformance.

## Section 3: Allowances and reimbursements

### Higher duties allowance

58. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
59. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or as otherwise a higher amount is determined by the CEO.
60. Where an employee's substantive salary is higher than the first pay point of the temporary assignment classification, the employee will be paid HDA at the next highest pay point above their substantive salary in the salary range of the temporary classification. The minimum amount of HDA payable under this clause will be \$1,500 per annum.
61. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
62. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
63. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
64. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Meal provisions

65. When an employee performs overtime and is directed to work more than 10 hours on any one day, the employee may provide their own meal at IPEA's expense. The maximum amount that may be reimbursed to the employee is set out in the relevant Taxation Determination of meals and incidentals.
66. Employees who perform overtime at home are not eligible for a meal allowance.

### Workplace responsibility allowances

67. A workplace responsibility allowance will be paid where IPEA has appointed or elected an employee to one of the following roles:

- a. First Aid Officer
  - b. Health and Safety Representative
  - c. Chief Warden or Emergency Warden
  - d. Harassment Contact Officer
  - e. Mental Health First Aid Officer
68. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
69. The full allowance is payable regardless of flexible work and part-time arrangements.
70. An employee's physical availability to undertake the role will be considered by the agency when appointing and reappointing employees to these roles.
71. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
72. The minimum rate will be:

Rate from commencement of this agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

## Community language allowance

73. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.
74. The allowance is paid in accordance with the employee's level of competency:

Table 2: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

75. The allowance is calculated annually and paid fortnightly.
76. The full allowance is payable regardless of flexible work and part-time arrangements.
77. The allowance is payable during periods of paid leave.
78. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Section 4: Classifications

### Work Level Standards

79. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

## Section 5: Working hours and arrangements

### Employment types

80. Employment types are defined as per clause 16.

### Job security

#### Commitment to ongoing employment and rebuilding APS capacity

81. The APS is a career-based public service. In its engagement decisions, the CEO recognises that the usual basis for engagement is as an ongoing APS employee.

#### Reporting

82. Where a consultative committee is in place, the CEO will report to IPEA's consultative committee on an annual basis, or more frequently if agreed, on the number, duration,

classification level, and location of ongoing, non-ongoing and casual employees engaged by IPEA.

### **Pathways to permanency**

83. IPEA and the APS will comply with the casual conversion provision of the FW Act. In addition, IPEA recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### **Casual (irregular or intermittent) employment**

84. A casual (irregular or intermittent) employee is defined in the definitions clause 16.
85. A decision to expand the use of casual employees is subject to Section 10 of this agreement.
86. IPEA will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties and report de-identified outcomes to the consultative committee.
87. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
88. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
89. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
90. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### **Non-ongoing employment**

91. A non-ongoing employee is defined in the definitions clause 16.
92. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- a. personal/carer's leave accrual as per clause 208.
  - b. redundancy provisions at clause 408 to 415, subject to clause 92.
  - c. the requirement to have an individual performance agreement in place in clause 337 if the non-ongoing employment is for a period of less than 3 months.
93. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 408 to 415 will apply.

94. If the redundancy provisions apply to an employee under clause 93, the agency must adhere to the consultation requirements in clause 365 to 373 in the consultation section, and where applicable, the consultation provisions in the redundancy, redeployment and retraining clause 408.

## **Working hours**

### **Standard hours**

95. IPEA's standard hours are 8:30am to 5:00pm with a 1-hour lunch break.

### **Full-time hours**

96. A fulltime employee will work 37.5 hours per week as their ordinary hours of duty.
97. Managers and employees have a mutual responsibility to integrate the management of working hours and leave planning, including flexible work arrangements, into operational requirements.
98. It is expected that an employee may work reasonable additional hours consistent with the FW Act.

### **Part-time hours**

99. A part-time employee is one who regularly works less than full-time ordinary hours according to an agreed work pattern. The minimum hours to be worked on any one day are three hours.
100. A part-time employee may not vary their hours for a period of one pay period or less. Changes in hours (for example to attend training) for these periods should be accommodated using flex time (APS1 to 6), TOIL (EL), or alternative informal arrangements as agreed with their manager.
101. The CEO may approve part-time hours of work for an employee, subject to operational requirements. Part-time work agreements will be reviewed at least annually.
102. A fulltime employee who has converted to part-time hours can revert to full-time at the end of the agreed period. Any variation during that period will be by agreement between the employee and the manager.
103. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
104. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

### **Job sharing**

105. The CEO may approve job sharing arrangements between two or more employees subject to operational requirements, based on the employees' application and in accordance with clauses 152 to 153 on flexible working arrangements.

### **Pattern of hours**

106. The pattern of hours by which employees complete their ordinary hours is by agreement between the manager and the employee. However, an employee will not normally be expected to work more than:
- a. 10 hours of ordinary time on any day, and
  - b. 5 consecutive hours without a meal break of at least 30 minutes.
107. The agreed pattern of hours should provide flexibility, where agreed by the manager and employee, to enable employees to meet personal responsibilities and operational requirements.
108. Where no agreement can be reached on a pattern of ordinary hours, standard hours of work will apply.

### **Bandwidth of hours**

109. The bandwidth of hours in which employees will work their ordinary hours are 7.00 am to 7.00 pm Monday to Friday.

### **Nine-hour break**

110. Excluding exceptional circumstances, where an APS1 to 6 employee works overtime the employee will be entitled to a 9-hour break (including travelling time as per clause 349) before recommencing work, without incurring any loss of pay.
111. Excluding exceptional circumstances, where an EL employee works a continuous period of greater than 10 hours the employee will be entitled to a 9-hour break (including travelling time clause 349) before recommencing work, without incurring any loss of pay.

### **Recording attendance**

112. All APS1 to 6 employees must accurately record their attendance, including commencement, break and finish times, and their leave or absences in IPEA's Human Resource Information System (HRIS).
113. EL employees must record all hours that attract TOIL, and may choose to record all their working hours.

### **Flex for APS 1-6 classifications**

114. APS1 to 6 employees, excluding casual employees, will be eligible to work flex time. Work performed in excess of ordinary hours, which does not attract overtime, will accrue flex time on an hour-for-hour basis.
115. Where there is agreement between a manager and employee on how flex time will work within the team, an employee may:
- a. vary their hours of work; and/or



- b. work additional hours.
116. Where there is insufficient work, a manager will not agree that an employee can work hours in addition to their ordinary hours.
117. Employees must seek prior approval from their manager for absence from the workplace to utilise flex credits.

### **Maximum flex time balance and debit**

118. Where operational requirements do not provide for an employee to minimise their flex time balance by the end of the fortnightly recording period, it can be carried to the next fortnight is a maximum of;
- a. credit of 37.5 hours; or
  - b. debit of 10 hours.
119. Where there is an excess balance, the employee and manager will identify and discuss appropriate actions to reduce the flex time credit to below 37.5 hours by the end of the following fortnightly recording period. No reasonable request for flex-time leave will be refused by the manager.
120. Where there is a flex time debit in excess to 10 hours, the excess balance must be reduced by the end of the following fortnightly recording period, or the employee will have the excess balance deducted as leave without pay.

### **Exceptional circumstance**

121. In exceptional circumstances where operational requirements do not provide an opportunity for an employee to undertake leave to access flex-time credits, the CEO may approve flex-time balances of up to 37.5 hours to be cashed out or converted to annual leave on a one-for-one basis.

### **Reversion to standard hours**

122. A manager may revert an employee to standard working hours of attendance clause 95, where an employee fails to maintain a satisfactory performance and/or pattern of attendance or misuses flextime provisions.
123. A manager may revert an employee to IPEA's standard hours clause 96, based on operational requirements, following consultation and reasonable notice.

### **Flexitime balances at cessation or APS transfer**

124. Prior to ceasing employment or transferring, employees must take reasonable steps, and managers will provide reasonable opportunities, to balance any flexitime credits or debits.

125. Any remaining flextime debits will be recovered from the employee's separation payment.

### **Flextime balances on promotion or on higher duties**

126. IPEA employees who are promoted to the EL classification and have an existing flextime debit or credit must clear the balance prior to commencement at the higher classification. Any flextime credit will not translate across as TOIL.

127. Employees who have accrued TOIL whilst acting at the EL classification level must make all reasonable efforts, in the first instance, to clear the TOIL prior to returning to their substantive classification.

### **Executive Level Time Off in Lieu (TOIL)**

128. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.

129. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by IPEA.

130. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.

131. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.

132. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.

133. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.

134. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

135. A manager will approve the accrual of TOIL for an EL employee (and their equivalent) for work performed at the manager's request or by agreement with the manager:

- a. In excess of one hour of an employee's standard working day,
- b. On a weekend or public holiday,
- c. During annual close down.

136. TOIL will accrue and may be taken on an hour-for-hour basis Monday to Friday, and at a rate of 1.5 hours per hour for work performed on a weekend, annual close down or public holiday.
137. The provisions for TOIL as outlined in this clauses 128 to 136 do not alter the ordinary hours for full-time EL employees.

### **Part-time Executive level TOIL**

138. Part-time EL employees are eligible to accrue TOIL for work performed, at the request of their manager, in excess of one additional hour per day outside their agreed work pattern for that day, or alternative informal arrangements as set out in clause 100.

### **Converting TOIL credits to annual leave**

139. Where an EL employee has taken at least 5 days TOIL and 5 days annual leave in the previous 12-month period and has TOIL credits in excess of 37.5 hours, the CEO may approve conversion of up to 37.5 hours of TOIL to annual leave once per calendar year.
140. TOIL will be converted to annual leave on an hour-for-hour basis.

### **Cash out of TOIL credits**

141. Where an EL employee has taken at least 5 days TOIL and 5 days of annual leave in the previous 12-month period, and has TOIL credits in excess of 37.5 hours, the CEO may approve cashing out of TOIL credits exceeding 37.5 hours once per calendar year.
142. TOIL will be cashed out at ordinary time rates.

### **TOIL balances at cessation**

143. Prior to cessation of employment, managers should provide opportunities to enable EL employees to use any TOIL credits. Employees should also take all reasonable steps to use their TOIL credits.
144. Where an employee has been unable to utilise TOIL credits prior to cessation the CEO may approve conversion of up to 37.5 hours of TOIL to annual leave. This election must be made prior to the employee's cessation.
145. Where any TOIL credit is outstanding at cessation of employment, the credit will not be paid to employees.

## **Overtime and restriction**

### **Overtime**

146. Employees in the APS1 to 6 classifications, will be paid overtime where they are directed to, and perform, additional work:
- a. on public holidays or weekend
  - b. that requires the employee to return to work, or address workplace issues, outside the bandwidth
  - c. In excess of 10 hours on any one normal working day, or
  - d. during annual closedown
147. Overtime payments will be based on actual additional period worked and is calculated at a rate of time-and-one-half.

### **Restriction payment**

148. The CEO may approve the provision of a restriction payment to an employee where there is a requirement to be contactable and available to work for a specified period outside the bandwidth of hours.
149. Restriction payment is payable whether or not the restricted employee is required to work. An employee who is receiving a restriction payment and is required to perform duty while restricted will not receive overtime, flextime and/or TOIL where they are recalled to duty or respond to a call as a result of a restriction arrangement.
150. Where an employee is not restricted and is required to work due to an emergency, overtime, flextime and/or TOIL will accrue as appropriate.

### **Restriction rates**

151. An eligible employee will be paid fortnightly, based on a pro-rata calculation of the annual rates listed in Attachment A - Base salaries and allowance, and the number of days (or part thereof) the employee has been, or will be, restricted in a financial year.

### **Flexible working arrangements**

152. IPEA, employees and their union recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

- c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - d. that flexibility applies to all roles in IPEA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
153. IPEA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across IPEA at all levels. This may include developing and implementing strategies through an IPEA consultative committee. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

## **Requesting formal flexible working arrangements**

154. The following provisions do not diminish an employee's entitlement under the NES.
155. An employee may make a request for a formal flexible working arrangement.
156. The request must:
- a. be in writing;
  - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the Fair Work Act 2009.
157. The CEO must provide a written response to a request within 21 days of receiving the request.
158. The response must:
- a. state that the CEO approves the request and provide the relevant detail in clause 159; or
  - b. if following discussion between IPEA and the employee, IPEA and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - c. state that the CEO refuses the request and include the following matters:
    - i. details of the reasons for the refusal; and
    - ii. set out the agency's particular business grounds for refusing the request,
    - iii. explain how those grounds apply to the request; and
    - iv. either:
      - 1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - 2. state that there are no such changes; and
    - v. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the

*Fair Work Act 2009*, the dispute resolution procedures outlined in section 65B and 65C of the *Fair Work Act 2009*.

159. Where the CEO approves the request, this will form an arrangement between IPEA and the employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements
  - b. a review date subject to clause 163; and
  - c. the cost of establishment (if any).
160. The CEO may refuse to approve the request only if:
- a. IPEA has discussed the request with the employee; and
  - b. IPEA has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - c. IPEA and the employee have not reached such an agreement; and
  - d. IPEA has had regard to the consequences of the refusal for the employee; and
  - e. the refusal is on reasonable business grounds.
161. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for IPEA;
  - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
162. For First Nations employees, IPEA must consider connection to country and cultural obligation in responding to requests for altering the location of work.
163. Approved flexible working arrangements will be reviewed by IPEA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

#### **Varying, pausing or terminating flexible working arrangements**

164. An employee may request to vary an approved flexible working arrangement in accordance with clause 156. An employee may request to pause or terminate an approved flexible working arrangement.
165. IPEA may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 167.

166. IPEA must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
167. Prior to the CEO varying, pausing or terminating the arrangement under clause 165, IPEA must have:
  - a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - c. had regard to the consequences of the variation, pause or termination for the employee;
  - d. ensured the variation, pause or termination is on reasonable business grounds; and
  - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 158.

#### **Working from home**

168. IPEA will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
169. IPEA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
170. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
171. IPEA will provide employees with guidance on working from home safely.
172. Employees will not be required by IPEA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, IPEA will consider the circumstances of the employees and options to achieve work outcomes safely.

#### **Ad-hoc arrangements**

173. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.
174. Employees should, where practicable, make the request in writing and provide as much notice as possible.
175. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 154 to 167.
176. IPEA should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.

177. Where a regular pattern of requests for ad-hoc arrangement from an employee emerges, IPEA will consider whether it is appropriate to seek to formalise the arrangement with the employee.

### **Altering span of hours**

178. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. IPEA will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### **Annual Closedown**

179. IPEA will be closed for normal business and employees will not be required to perform normal duty on the working days between Christmas day and New Years day. Employees will be paid in accordance with their ordinary hours of work on these days.
180. Except for leave without pay, long service leave, and where required by legislation, there will be no deduction of paid leave credits for the Christmas Closedown period.
181. Part-time employees normally not working on the days of the week on which annual closedown or public holidays occurs will not be entitled to alternative time off duty or additional payment.

### **Public holidays**

182. Employees are entitled to the following gazetted holidays each year as observed at their normal work location in accordance with the FW Act:
- a. 1 January (New Year's Day);
  - b. 26 January (Australia Day);
  - c. Good Friday and the following Monday;
  - d. 25 April (Anzac Day);
  - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - f. 25 December (Christmas Day);
  - g. 26 December (Boxing Day); and
  - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
183. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.



184. Employees required to work on public holidays and/or annual closedown will be entitled to the following:
- a. APS1 to 6 employees will accrue overtime consistent with clauses 146 to 147.
  - b. EL employees will accrue TOIL consistent with clause 135.
185. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
186. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
187. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
188. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
189. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 182.
190. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Non-approval of leave

191. Where an employee has had a formal application for leave rejected, the CEO will advise the employee of the reason(s) for the decision in writing, where requested by the employee.

### Recall to duty

192. IPEA will not unreasonably cancel approved leave or recall employees to duty while on approved leave, or on weekends or public holidays. In such circumstances the CEO will approve reimbursement of reasonable costs towards travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source.

### Unauthorised absences

193. Where an employee is absent from work without approval, all pay and other benefits (including leave accrual) provided under this agreement will cease to be available until the employee resumes work or is granted leave.
194. Where the employee is absent from work without approval for three consecutive working days, action on the grounds of non-performance of duties may commence which may result in the employee's employment being terminated.

### Annual leave

195. Employees are entitled to 4 weeks (150 hours) paid annual leave per year of service, pro-rata for part-time employees for each full year of service.
196. Annual leave may be taken at either full or half pay.
197. Unless approved by the CEO annual leave cannot be taken at half pay when the employee has an excessive leave balance.
198. All annual leave will accrue and be credited to employees daily.
199. Employees are required to take a minimum of 10 days per calendar year, pro-rata for part-time employees, unless the employee's manager approves not taking the leave.
200. Employees and managers will take joint responsibility for ensuring that accrued annual leave does not exceed 40 days. When accrued leave does exceed this level, a manager must work with the employee to develop a strategy to reduce the leave to 40 days or below within a 12 month period.
201. Taking annual leave is subject to the approval of the CEO based on operational requirements.

### **Effect of leave without pay**

202. Where leave without pay not to count as service has been granted in the accrual year, annual leave will be adjusted as follows:
- a. where aggregated absences for periods total 30 calendar days or less, the annual leave accrual is not affected; and
  - b. where aggregated absences total more than 30 calendar days, the entire period of leave without pay not to count as service is deducted from the number of calendar days to count as service when determining annual leave accrual.

### **Public holidays**

203. Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.

### **Payment on cessation**

204. Payment of unused accrued annual leave is available to employees when their APS employment ceases. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.

### **Annual leave cash out**

205. The CEO may approve an employee to cash out annual leave. A maximum of 10 days annual leave (pro-rata for part-time employees) can be cashed out during each calendar year, subject to the employee:
- a. providing IPEA with a written election to forgo the entitlement to the amount of annual leave; and
  - b. retaining an entitlement to at least four weeks paid annual leave; and
  - c. having taken or have had approval to take at least five days annual leave (pro-rata for part-time employees) in the same financial year.
  - d. The payment for cashed out annual leave will be the same as what the employee would have been paid if they took the leave.
  - e. Annual leave cannot be cashed out in advance of it being credited to the employee.

### **Purchased leave**

206. Where approved by the CEO, employees may purchase from one to four weeks additional leave each year. The purchased leave will be credited to the employee on its purchase, and must be taken within 12 months from the date that the leave was credited to the employee.
207. Purchased leave must be taken at full pay unless otherwise approved by the CEO as an exceptional circumstance.

### **Personal/carer's leave**

208. An employee, other than casual employees, is entitled to 18 days or part-time equivalent, of paid personal/carer's leave per year.

209. The CEO may approve an employee taking personal leave at half pay.

#### **Accrual of personal/ carers leave**

210. Ongoing employees, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months the employee's leave will accrue daily, credited monthly.
211. Non-ongoing employees, personal/carer's leave will be credited upon the employee's commencement with IPEA, pro-rata based on the employee's initial contract period, capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
212. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid career's leave per occasion, consistent with the NES.

#### **Use of leave**

213. An employee may take personal/carer's leave for the following purposes;
- a. due to personal illness or injury;
  - b. to attend appointments with a registered health practitioner;
  - c. to manage a chronic condition; and/or
  - d. to provide care or support for a family member including a household member or a person they have caring responsibilities for; because
    - i. of personal illness or injury affecting the other person; or
    - ii. of an unexpected emergency affecting the other person.

#### **Carers**

214. A person that an employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
  - b. have a mental illness;
  - c. have a disability;
  - d. are frail or aged; and/or
  - e. are a child, not limited to a child of the employee.

#### **Acceptable evidence**

215. To use personal/carer's leave, an employee may be requested to provide acceptable evidence for absences after:
- a. more than 3 consecutive days; and/or
  - b. more than 8 days without evidence in a calendar year.
216. Acceptable evidence includes;
- a. a certificate from a registered health practitioner;
  - b. a statutory declaration; or

- c. another form of evidence approved by the CEO.
217. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

## **Portability of leave**

218. Where an employee moves into IPEA from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
219. Where an employee is engaged with IPEA immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
220. Where an employee is engaged as an ongoing employee with IPEA and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in IPEA or another agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
221. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
222. Where a person is engaged as an ongoing employee with IPEA, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 219), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
223. Where an employee is engaged as an ongoing employee with IPEA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
224. For the purposes of clauses 218 to 223 an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Re-crediting of leave**

225. When an employee is on:
- a. annual leave;
  - b. purchased leave;

- c. defence reservist leave;
- d. First Nations ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave;
- g. long service leave; and

becomes eligible for, under legislation or this agreement:

- a. personal/carer's leave;
- b. compassionate or bereavement leave;
- c. jury duty;
- d. emergency services leave;
- e. leave to attend to family and domestic violence circumstances;
- f. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

226. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
227. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **Long service leave**

228. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
229. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave, clause 225 of this agreement.

## **Miscellaneous leave**

230. The CEO may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the CEO considers in the interests of IPEA and having regard to operational requirements. Miscellaneous leave will be available to casual employees to provide for paid family and domestic violence leave and otherwise by Government directive.
231. Unless the CEO determines otherwise, any continuous period of miscellaneous leave without pay greater than 30 days will not count as service for annual leave and personal/carer's leave purposes.

## Cultural, ceremonial and NAIDOC leave

### NAIDOC leave

- 232. First Nations employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
- 233. NAIDOC leave can be taken in part days.

### First Nations ceremonial leave

- 234. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 235. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 236. First Nations ceremonial leave can be taken as part days.
- 237. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### Cultural leave

- 238. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 239. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 240. Cultural leave can be taken as part days.
- 241. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 234.

## Parental leave

- 242. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 243. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

244. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
245. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

**Payment during parental leave**

246. An employee is entitled to parental leave with pay as per clauses 242 to 245 within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
247. Employees newly engaged in the agency or who have moved to IPEA from another APS agency are eligible for the paid parental leave in clauses 242 to 245 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 243 to 244, the balance is available to the employee.
248. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 3 below.

*Table 3: Primary caregivers - circumstances for paid parental leave*

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

249. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 4 [**Secondary caregivers – circumstances for paid parental leave**] below.

*Table 4: Secondary caregivers - circumstances for paid parental leave*

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this agreement</b>
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided



Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

250. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement and can be taken concurrently with another parent in relation to the same child.
251. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
252. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### **Adoption and long-term foster care**

253. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- a. is under 16 as at the day (or expected day) of placement;
  - b. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
254. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

#### **Stillbirth**

255. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
256. A stillborn child is a child:
- a. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and

- b. who has not breathed since delivery; and
- c. whose heart has not beaten since delivery.

### **Pregnancy loss leave**

257. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
258. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

### **Premature birth leave**

259. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

### **Transitional provisions**

260. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 259 until after the legislated paid maternity leave is used.

### **Compassionate leave**

261. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- a. a member of their family, including a member of their household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - b. the employee or their partner has a miscarriage.
262. An employee may be asked to provide evidence to support their absences on compassionate leave.
263. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
264. For casual employees, compassionate leave is unpaid.

### **Bereavement leave**

265. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- a. a member of their family, including a member of their household or someone they had a close personal relationship with dies; or

- b. a child is stillborn, where the child was a member of their family or including a member of their household.
- 266. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 267. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 268. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

- 269. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
  - a. the time engaged in the activity;
  - b. reasonable travelling time; and
  - c. reasonable recovery time.
- 270. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
  - a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 271. Paid leave may be refused where the employee's role is essential to IPEA's response to the emergency.
- 272. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practicable after their emergency service activity.
- 273. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 274. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

- 275. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 276. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
  - a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.

277. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
278. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to IPEA for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

279. The CEO will give an employee leave with or without pay to undertake:
- a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - b. Australian Defence Force Cadet obligations.
280. An employee who is a Defence Reservist can take leave with pay for:
- a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
281. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
282. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
- a. Australian Navy Cadets;
  - b. Australian Army Cadets; and
  - c. Australian Air Force Cadets.
283. In addition to the entitlement at clause 280 paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
284. Paid defence reservist leave counts for service.
285. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
286. Unpaid leave taken over 6 months counts as service, except for annual leave.
287. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **Defence service sick leave**

288. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a. war-like service; or
  - b. non-war like service.
289. An eligible employee can get 2 types of credits:
- a. An initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
    - i. start employment with the APS; or
    - ii. DVA certifies the condition; or
  - b. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
290. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that states the absence was due to their DVA certified medical condition.
291. Unused credits will accumulate to a maximum of nine weeks.
292. An employee cannot use annual credits until the initial credit is exhausted.
293. Defence service sick leave is paid and counts as service for all purposes.

## **Leave to attend proceedings**

294. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
295. An employee who is not covered under clause 294 and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and IPEA.
296. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
297. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Section 7: Employee support and workplace culture

### Blood donation

298. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
299. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

300. IPEA will offer annual influenza vaccinations to all employees at no cost.
301. Where IPEA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee Assistance Program

302. Employees, their spouses or partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by IPEA and will be accessible on paid time.

### Respect at work

#### Principles

303. IPEA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. IPEA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
304. IPEA recognises approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

#### Consultation

305. IPEA will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## Family and domestic violence support

306. IPEA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
307. IPEA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
308. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
309. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - a. illness or injury affecting the employee resulting from family and domestic violence;
  - b. providing care or support to a family or including a household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - c. providing care or support to a family including a household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - d. making arrangements for the employee's safety, or the safety of a close relative;
  - e. accessing alternative accommodation;
  - f. accessing police services;
  - g. attending court hearings;
  - h. attending counselling; and
  - i. attending appointments with medical, financial or legal professionals.
310. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
311. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
312. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
313. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
314. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
315. Evidence may be requested to support the CEO in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence IPEA will require, unless the employee chooses to provide another form of evidence.

316. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the police service, a court, a doctor, district nurse, a family violence support service or lawyer.
317. IPEA will take all reasonable measures to treat information relating to family and domestic violence confidentially. IPEA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps IPEA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
318. Where IPEA needs to disclose confidential information for purposes identified in clause 317 where it is possible IPEA will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
319. IPEA will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
320. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work were reasonably practicable.
321. IPEA will acknowledge and consider an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
322. Other support including leave types available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the APS**

323. IPEA understands that procedural fairness is essential in building and maintaining trust with APS employees, and requires fair and impartial processes for employees affected by APS-wide or IPEA's decisions.
324. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
325. Employees can, during their ordinary work hours, take time to:
  - a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - b. attend IPEA's mandated training about integrity.



## **First Nations cultural competency training**

326. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
327. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

328. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
329. IPEA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 248. In considering whether a space is appropriate, IPEA should consider whether:
- a. there is access to refrigeration;
  - b. the space is lockable; and
  - c. there are facilities needed for expressing such as appropriate seating.
330. Where it is not practicable for IPEA to have a designated space, a flexible approach will be taken so that the employee can access the support required.
331. IPEA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
332. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
333. Further information is available in policy.

## **Disaster support**

334. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, IPEA will consider flexible working arrangements to assist the employee to perform their work.

335. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
336. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family including their household and advice from local, State and Commonwealth authorities.

## **Section 8: Performance and development**

### **Performance management**

337. All employees, unless they are a non-ongoing or casual employee engaged for a period of less than three months, will have an individual performance agreement in place during the performance management cycle.
338. The performance cycle runs from July to June each year.
339. New performance agreements will be completed no later than 31 July in the performance cycle, or within one month of an employee's commencement at, or return to, IPEA.
340. IPEA's Performance Management Policy sets out the performance management processes, including responsibilities of managers and employees in managing performance.

### **Workloads**

341. IPEA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
342. When determining workloads for an employee or group of employees, IPEA will consider the need for employees to reach a balance between their work and personal life.
343. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, IPEA and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

### **Study assistance**

344. The CEO may approve access, for ongoing employees, to financial assistance and/or study leave, to support the successful completion of tertiary studies which are relevant to the operational needs of IPEA.

## **Professional memberships and/or subscriptions**

345. The CEO will approval financial reimbursement for professional membership and/ or subscriptions deemed relevant to the needs of IPEA and in accordance with the Professional Membership and subscription Policy.

## **Section 9: Travel and location-based conditions**

### **Travel for official purposes**

346. Reasonable and actual costs incurred while travelling for official purposes will be paid in one of two forms:
- a. the primary method will be by corporate credit card; or
  - b. in circumstances where payment by corporate credit card is not accepted or available, the alternative method is by reimbursement as soon as possible following travel.
347. All travel must be undertaken in accordance with IPEA's Accountability Authority Instructions.

### **Illness while travelling**

348. Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, the CEO may determine that all reasonable return journey costs will be provided to the employee on their return home.

### **Recognition of travel time**

349. All time spent in transit en-route between origin and destination, or between destinations if there is more than one, will be recorded as work hours and will attract:
- a. flextime for APS1 to 6 employees in accordance with clauses 114 to 117 and overtime in accordance with clauses 146 to 147. The employee will be entitled to a 9-hour break as per clause 110 and,
  - b. time off in lieu (TOIL) for EL employees in accordance with clauses 128 to 138. The employee will be entitled to a 9-hour break as per clause 111.
350. The amount of time ordinarily spent travelling to and from work will be excluded from the travel time recorded unless otherwise agreed by the CEO.

### **Motor vehicle allowance**

351. Motor vehicle allowance is payable where an employee is approved to use a private car for official purposes.
352. Where an employee seeks, and is approved to use, a private vehicle, the motor vehicle allowance rate will be equivalent to the rate per kilometer in accordance with the applicable Taxation Determination.

## Relocation assistance

353. Where an employee is required to relocate at the request of IPEA, the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
354. Where an employee is required to relocate on engagement with IPEA, the employee may be provided with financial relocation assistance.
355. Reasonable expenses associated with the relocation include:
- a. the cost of transport of the employee, and their dependants by the most economical means;
  - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
356. Additional relocation assistance may be considered by the CEO's discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

357. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
358. IPEA recognises:
- a. the importance of inclusive and respectful consultative arrangements;
  - b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e. the benefits of employee and union involvement and the right of employees to be represented by their union.
359. Genuine and effective consultation involves:
- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c. considering feedback from employees and the relevant union(s) in the decision-making process; and
  - d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### When consultation is required

360. Consultation is required in relation to:
- a. changes to work practices which materially alter how an employee carries out their work;
  - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - c. major change that is likely to have a significant effect on employees;
  - d. implementation of decisions that significantly affect employees;
  - e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - f. other workplace matters that are likely to significantly or materially impact employees.

361. IPEA employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

**Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees**

362. This clause applies if IPEA:

- a. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Representation**

363. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

364. IPEA must recognise the representative if:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative.

**Major change**

365. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:

- a. the termination of the employment of employees; or
- b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain employees; or
- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.

366. The following additional consultation requirements in clauses 367 to 369 apply to a proposal to introduce a major change referred to in clause 365.

367. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 360.

368. Where practicable, a change manager or a primary point of contact will be appointed, and their details provided to employees and the relevant union(s) and/or their recognised representatives.

369. IPEA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
370. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 361, IPEA must:
- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - i. the proposed change;
    - ii. the effect the proposed change is likely to have on the employees; and
    - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the change proposed; and
    - ii. information about the expected effects of the proposed change on the employees; and
    - iii. any other matters likely to affect the employees.
371. IPEA must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
372. However, IPEA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
373. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of IPEA, the requirements set out in clause 367 are taken not to apply.

#### **Change to ordinary hours of work**

374. The following additional consultation requirements in clause 369 apply to a proposal to introduce a change referred to in clause 360.e.
375. IPEA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
376. As soon as practicable after proposing to introduce the change, IPEA must:
- a. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the proposed change; and
    - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

- iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

377. However, IPEA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

378. IPEA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

#### **Interaction with emergency management activities**

379. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of FW Act.

#### **Agency consultative committee**

380. The CEO may establish an IPEA consultative committee to discuss relevant workplace matters.

381. IPEA's consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

#### **APS consultative committee**

382. The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

#### **Dispute resolution**

383. If a dispute relates to:

- a. a matter arising under the agreement; or
- b. the National Employment Standards;

this term sets out procedures to settle the dispute.

384. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

385. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

386. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute



will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

387. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 386 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

388. The Fair Work Commission may deal with the dispute in 2 stages:

- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

389. While the parties are attempting to resolve the dispute using the procedures in this term:

- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the agency that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to subclause 389.a an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable work health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the employee to perform; or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

390. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

391. Any disputes arising under the Independent Parliamentary Expenses Authority Enterprise Agreement 2018-2021 or the NES that were formally notified under clause 58 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

### **Leave of absence to attend proceedings**

392. Where the provisions of clauses 383 to 391 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 385, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 387.

### **Delegates' rights**

393. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

394. The role of union delegates is to be respected and supported.

395. IPEA and union delegates will work together respectfully and collaboratively.

### **Supporting the role of union delegates**

396. IPEA respects the role of union delegates to:

- a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
- b. consult with other delegates and union officials, and get advice and assistance from union officials;
- c. represent the interests of members to the employer and industrial tribunals; and
- d. represent members at relevant union forums, consultative committees or bargaining.

397. IPEA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

398. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

399. To support the role of union delegates, IPEA will, subject to legislative and operational requirements, including privacy and security requirements:

- a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- b. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- c. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union

information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;

- d. provide access to new employees as part of induction; and
- e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

400. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or IPEA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Employee representational and support rights**

401. An employee may choose to have a support person accompany them in discussions with a manager(s) where there are issues about the employee's performance or where there are issues about the employee's employment.

402. IPEA will respect and facilitate an employee's right to representation in the workplace. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated, in accordance with the FW Act.

# Section 11: Separation and retention

## Resignation

- 403. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 404. At the instigation of the CEO the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 405. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

## Payment on death of an employee

- 406. When an employee dies or the CEO has determined that an employee is presumed to have died on a particular date, subject to any legal requirements the CEO must authorise payments, of the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee.
- 407. Payment will, subject to any legal requirements, be made to the employee's nominated next of kin. Where the employee has not nominated a next of kin, payment will be made to the employee's legal representative for distribution to the employee's estate. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

## Redeployment, retraining, redundancy

- 408. Clause 91 to 94 not apply to non-ongoing employees or employees on probation. It is IPEA's intention to redeploy employees where possible.

## Notification of excess employees

- 409. When the CEO is aware that an employee has become potentially excess or is excess, and agrees the relevant process to apply (redeployment or redundancy), the employee will be advised in writing as soon as practicable and provided with relevant details and information.
- 410. An employee may choose to have a support person assist them in accordance with clause 401.

## Redeployment

- 411. A period of redeployment will usually be for one month unless, to allow redeployment opportunities to be pursued further:

- a. the CEO determines that a longer period will apply; or
- b. the employee requests and is granted an extension of the redeployment period by the CEO.

### **Support during redeployment**

412. During the redeployment period IPEA will take reasonable steps to find alternative employment for the employee, which may include but is not limited to:
- a. considering potentially excess or excess employees for job swaps or internal vacancies before external advertising is undertaken;
  - b. collaborating with other APS departments and agencies to explore redeployment options throughout the wider APS; and
  - c. providing support in the form of re-training and/or other learning and development opportunities.

### **Reclassification during redeployment**

413. The CEO may decide to reclassify an excess employee during the redeployment period, at a lower classification, as a means of securing alternative employment for the excess employee.
414. If reclassification is to occur, the employee will be advised in writing of the decision, including relevant details, and provided with two weeks to respond.
415. Where an employee is reclassified, the employee will continue to be paid at the classification which applied to the employee immediately prior to reclassification, for a maximum period of seven months.

### **Redundancy notification**

416. Where the CEO has decided to declare an employee excess and commence the redundancy process, the employee will be advised in writing including relevant details, and provided with one month to respond.

### **Financial advice**

417. Reimbursement of up to \$1,000 may be claimed on production of receipts to obtain career counselling and/or financial advice during this one-month period.

### **Date of effect of termination**

418. Where an employee is made redundant, details of the date of effect of termination and notice period will be provided to the employee as soon as practicable. Payment of salary will continue until the conclusion of the notice period, even if termination occurs prior to this at the request of the employee.
419. An excess employee will be entitled to reasonable time off with pay to attend necessary employment interviews during the notice period.

### **Redundancy pay**

420. An excess employee whose employment is terminated by the CEO on excess grounds will be paid a sum equal to two weeks salary for each completed year of continuous service (subject

to the provisions set out in clause 423 plus a pro-rata payment for each completed month of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

421. The minimum sum payable as redundancy pay will be four weeks salary, and the maximum will be 48 weeks salary. Redundancy pay will be calculated on a pro-rata basis where the employee has worked part-time hours during the period of service and has less than 24 years full time service.
422. For the purposes of calculating redundancy pay “Salary” will be the employee’s base salary, adjusted pro-rata for any periods of part-time work, including:
- a. Any allowance which applies to the employee immediately before redundancy occurs and which is paid during periods of annual leave; and
  - b. HDA, where the employee has been acting at a higher classification for a continuous period of 12 months or more.

**Service for severance pay**

423. Service for severance pay purposes means:
- a. service in IPEA;
  - b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - c. service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
  - d. service with the Australian Defence Forces;
  - e. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;
  - f. service in another organisation (excluding the ACT Public Service) where:
    - i. an employee moved from the APS to that organisation with a transfer of function; or
    - ii. an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; such service is recognised for long service leave purposes.
  - g. ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate service on 1 July 1994 and who subsequently re-joined the APS.
424. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or

- b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the *Public Service Act 1922*.

**Service not to count**

425. Having regard to clauses 423 and 424, any period of service that ceased:

- a. by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the *Public Service Regulations 1999*); or
- b. on a ground equivalent to any of these grounds; or
- c. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- d. with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit

will not count as service for severance pay purposes.

## Attachment A – Base salaries

Classification Salary Pay Point		As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 1	1st pay point	\$50,399	\$52,415	\$54,516	\$57,947
APS Level 1	2nd pay point	\$51,159	\$53,205	\$55,227	\$57,105
APS Level 1	3rd pay point	\$51,918	\$53,995	\$56,047	\$57,953
APS Level 1	4th pay point	\$53,059	\$55,181	\$57,278	\$59,225
APS Level 1	5th pay point	\$54,578	\$56,761	\$58,918	\$60,921
APS Level 1	6th pay point	\$56,225	\$58,474	\$60,696	\$62,760
APS Level 1	7th pay point	\$58,125	\$60,450	\$62,747	\$64,880
APS Level 2	1st pay point	\$57,871	\$60,186	\$62,473	\$64,597
APS Level 2	2nd pay point	\$58,882	\$61,237	\$63,564	\$65,725
APS Level 2	3rd pay point	\$60,022	\$62,423	\$64,795	\$66,998
APS Level 2	4th pay point	\$61,162	\$63,608	\$66,025	\$68,270
APS Level 2	5th pay point	\$62,556	\$65,058	\$67,530	\$69,826
APS Level 2	6th pay point	\$64,329	\$66,902	\$69,444	\$71,805
APS Level 2	7th pay point	\$66,228	\$68,877	\$71,494	\$73,925
APS Level 3	1st pay point	\$64,329	\$66,902	\$69,444	\$71,805
APS Level 3	2nd pay point	\$65,975	\$68,614	\$71,221	\$73,643
APS Level 3	3rd pay point	\$67,748	\$70,458	\$73,135	\$75,622
APS Level 3	4th pay point	\$69,268	\$72,039	\$74,776	\$77,318
APS Level 3	5th pay point	\$71,040	\$73,882	\$76,690	\$79,297
APS Level 3	6th pay point	\$72,560	\$75,462	\$78,330	\$80,993
APS Level 3	7th pay point	\$74,204	\$77,172	\$80,105	\$82,829
APS Level 4	1st pay point	\$72,560	\$75,462	\$78,330	\$80,993
APS Level 4	2nd pay point	\$74,332	\$77,305	\$80,243	\$82,971
APS Level 4	3rd pay point	\$75,726	\$78,755	\$81,748	\$84,527
APS Level 4	4th pay point	\$77,625	\$80,730	\$83,798	\$86,647
APS Level 4	5th pay point	\$79,145	\$82,311	\$85,439	\$88,344
APS Level 4	6th pay point	\$80,917	\$84,154	\$87,352	\$90,322
APS Level 4	7th pay point	\$82,815	\$86,128	\$89,401	\$92,441



Classification Salary Pay Point		As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 5	1st pay point	\$80,917	\$84,154	\$87,352	\$90,322
APS Level 5	2nd pay point	\$82,309	\$85,601	\$88,854	\$91,875
APS Level 5	3rd pay point	\$84,208	\$87,576	\$90,904	\$93,995
APS Level 5	4th pay point	\$85,728	\$89,157	\$92,545	\$95,692
APS Level 5	5th pay point	\$87,375	\$90,870	\$94,323	\$97,530
APS Level 5	6th pay point	\$89,022	\$92,583	\$96,101	\$99,368
APS Level 5	7th pay point	\$90,793	\$94,425	\$98,013	\$101,345
APS level 6	1st pay point	\$89,022	\$92,583	\$96,101	\$99,734
APS level 6	2nd pay point	\$91,173	\$94,820	\$98,423	\$101,769
APS level 6	3rd pay point	\$93,200	\$96,928	\$100,611	\$104,032
APS level 6	4th pay point	\$95,477	\$99,296	\$103,069	\$106,573
APS level 6	5th pay point	\$97,505	\$101,405	\$105,258	\$108,837
APS level 6	6th pay point	\$99,656	\$103,642	\$107,580	\$111,238
APS level 6	7th pay point	\$101,810	\$105,882	\$109,906	\$113,643
APS level 6	8th pay point (Highest pay point)	\$108,649	\$112,995	\$117,289	\$121,277
APS level 6	Maximum guidepoint	\$115,991	\$120,631	\$125,215	\$129,472
Executive Level 1	1st pay point	\$115,232	\$119,841	\$124,395	\$128,624
Executive Level 1	2nd pay point	\$117,638	\$122,344	\$126,993	\$131,311
Executive Level 1	3rd pay point	\$119,918	\$124,715	\$129,454	\$133,855
Executive Level 1	4th pay point	\$122,452	\$127,350	\$132,189	\$136,683
Executive Level 1	5th pay point	\$124,602	\$129,586	\$134,510	\$139,083
Executive Level 1	6th pay point	\$127,137	\$132,222	\$137,246	\$141,912
Executive Level 1	7th pay point	\$131,060	\$136,302	\$141,481	\$146,291
Executive Level 1	8th pay point (Highest pay point)	\$139,545	\$145,127	\$150,642	\$155,764
Executive Level 1	Maximum guidepoint	\$148,661	\$154,607	\$160,482	\$165,938

Classification Salary Pay Point		As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 2	1st pay point	\$140,684	\$146,311	\$151,871	\$157,035
Executive Level 2	2nd pay point	\$142,963	\$148,682	\$154,332	\$159,579
Executive Level 2	3rd pay point	\$145,748	\$151,578	\$157,338	\$162,687
Executive Level 2	4th pay point	\$148,534	\$154,475	\$160,345	\$165,797
Executive Level 2	5th pay point	\$151,068	\$157,111	\$163,081	\$168,626
Executive Level 2	6th pay point	\$153,853	\$160,007	\$166,087	\$171,734
Executive Level 2	7th pay point	\$156,513	\$162,774	\$168,959	\$174,704
Executive Level 2	8th pay point (Highest pay point)	\$165,628	\$172,253	\$178,799	\$184,878
Executive Level 2	Maximum guidepoint	\$175,253	\$182,263	\$189,189	\$195,621

## Attachment B – Supported Wage System

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

### Definitions

2. In this schedule:

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**Disability Support Pension** means the commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme

**Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://www.jobaccess.gov.au))

**SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate**

### Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

*Table 5 Applicable percentage of relevant minimum wage paid to applicable employees*

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

#### **Assessment of capacity**

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

#### **Lodgement of SWS wage assessment agreement**

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

#### **Review of assessment**

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review

must be in accordance with the procedures for assessing capacity under the support wage system.

#### **Other terms and conditions of employment**

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

#### **Workplace adjustment**

14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### **Trial period**

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 [Assessment of capacity] in this attachment.