

**INDEPENDENT PARLIAMENTARY EXPENSES
AUTHORITY
ENTERPRISE AGREEMENT 2018 – 2021**

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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:

Community and Public Sector Union

Signed for, and on behalf of the Community and Public Sector Union:

Signed:

Full Name:

Authority: Community and Public Sector Union
Address: Forty Brisbane Avenue, Barton ACT 2600

Date:

Employee Bargaining Representatives

Signed for, and on behalf of the employee bargaining representatives:

Signed:

Full name:

Authority: Employee Bargaining Representative
Address: One Canberra Avenue, Forrest ACT 2603

Date:

Scope of this agreement

1. Agreement title

- 1.1 This agreement will be known as the *Independent Parliamentary Expenses Authority Enterprise Agreement 2018 – 2021* and is made under section 172 of the *Fair Work Act 2009* (the Act).

2. Coverage

- 2.1 In accordance with section 53 of the Act, this agreement covers:
- (a) the Chief Executive Officer (CEO) on behalf of the Commonwealth of Australia; and
 - (b) employees of the Independent Parliamentary Expenses Authority (IPEA) who are employed in accordance with section 22(2) of the *Public Service Act 1999* (the PS Act), except employees who are engaged as Senior Executive Service employees.

3. Commencement and duration

- 3.1 This agreement will come into effect seven days after approval by the Fair Work Commission (FWC), and will nominally expire three years thereafter.

4. Individual flexibility arrangements

- 4.1 The CEO and an employee covered by this agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of any of the terms of this agreement, where the arrangement meets the genuine needs of the employee and IPEA.
- 4.2 The CEO must ensure that an IFA agreed to under this clause:
- (a) is about permitted matters under section 172 of the Act;
 - (b) does not include unlawful terms under section 194 of the Act;
 - (c) results in the employee being better off overall than if no arrangement was agreed to;
 - (d) is in writing;
 - (e) is signed by both the employee and the CEO, and, if the employee is under 18, is signed by their parent or guardian;
 - (f) is able to be terminated by either the employee or the CEO giving not more than 28 days written notice, or at any time by agreement between the employee and the CEO in writing; and
 - (g) is given to the employee within 14 days after it is agreed to.

- 4.3 An IFA must be genuinely agreed between the employee and the CEO.

5. Comprehensive agreement

- 5.1 This agreement operates to the exclusion of applicable awards. Commonwealth laws concerned with employment continue to apply according to their terms.

6. Policies, guidelines and further information

- 6.1 Any policies, guidelines or further information referred to in this agreement are not incorporated into and do not form part of this agreement. Policies, guidelines and

further information are in place to support the operation of this agreement and may be varied from time to time.

- 6.2 IPEA and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary, following reasonable consultation.
- 6.3 If there is any inconsistency between the policies, guidelines or further information and the express terms of this agreement, the express terms of the agreement will prevail.

7. Delegations

- 7.1 Where the CEO has delegated their powers, the reference to 'CEO' in this agreement will apply to the CEO and their delegates and will be consistent with IPEA's HR Delegations instrument.

Salary and related matters

8. Salary on commencement of this agreement

- 8.1 The salary structure on commencement of this agreement is set out at **Attachment A**.
- 8.2 Subject to subclause 17.1, a salary increase of two per cent will take effect from the first full pay-period after the commencement of this agreement.

9. Salary increases

- 9.1 A salary increase of two per cent will take effect from the first full pay period following the 12 month anniversary of this agreement.
- 9.2 A salary increase of two per cent will take effect from the first full pay period following the 24 month anniversary of this agreement.

10. Part-time employees

- 10.1 Salary for part-time employees will be calculated on a pro-rata basis (based on the proportion of full-time equivalent hours worked).

11. Irregular or intermittent (casual) employees

- 11.1 Casual employees will receive a 25 per cent loading in lieu of leave (excluding long service leave) and public holidays on which the employee is not rostered to work. The hourly rate will be their base rate plus the casual loading.
- 11.2 All casual employees will have access to the following unpaid leave entitlements, in accordance with the National Employment Standards:
 - (a) two days unpaid carers' leave and two days compassionate leave per occasion (this extends to unpaid bereavement leave as defined under this agreement);
and
 - (b) community service leave.

12. Supported salary rates for employees with a disability

- 12.1 Employees who are eligible for a supported salary in accordance with the Supported Wage System will be paid the applicable percentage of the relevant salary rate for

the work value performed, provided the amount payable will not be less than the minimum rate provided in the Supported Wage System. Refer to **Attachment B** for further details.

13. Payment related matters

- 13.1 Employees will be paid fortnightly via electronic funds transfer into an Australian financial institution account of the employee's choice.
- 13.2 Ongoing and non-ongoing (specified term/task) employees will be paid, based on the following formula:

$$\text{Fortnightly pay} = \text{annual salary} \times 12 \text{ divided by } 313.$$

- 13.3 Casual employees will be paid based on actual hours worked.

14. Pay point advancement

- 14.1 Subject to subclause 15.1, employees with salaries below the highest pay point in their relevant classification will advance one pay point, subject to a satisfactory performance rating.
- 14.2 Pay point advancement will become effective on the commencement of the second full pay period of each July.

15. Eligibility for pay point advancement

- 15.1 An employee will be eligible for pay point advancement at their substantive classification only if they:
 - (a) commenced at the substantive classification (or on temporary duties at a higher classification) prior to 10 January in the same performance cycle;
 - (b) were present for a minimum period of 12 weeks in a performance cycle; and
 - (c) received a satisfactory performance rating at the end of the annual performance cycle.
- 15.2 If an employee, who commenced with IPEA prior to 10 January, and in the same performance cycle is promoted prior to 8 April, the employee will be eligible for pay point advancement at the new substantive classification.
- 15.3 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.

16. Advancement within the zone of discretion

- 16.1 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 guidepoint within the substantive classification salary range.

17. Ineligibility for annual salary and pay point advancement

- 17.1 An employee who does not receive a satisfactory performance rating at the end of the performance cycle will be placed on a Performance Improvement Plan and will be ineligible for an annual salary increase and pay point advancement until such time as

the employee's performance is rated as satisfactory. In this case, increases will not be backdated.

18. Salary payable on engagement, promotion and movement

18.1 Unless otherwise determined by the CEO, salary will be payable in accordance with the following table.

Type of movement and circumstance	Pay point
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 guidepoint.	Salary is matched.
Transferred on an ongoing or temporary basis from another APS agency and the salary is above the maximum guidepoint 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 guidepoint (APS6 to EL2 classifications) or highest pay point (APS1 to APS5 classifications) of the relevant classification salary range catches up.

18.2 In considering a salary payment arrangement other than set out in the above table, the CEO will have regard to the employee's qualifications, skills, experience and/or prior sustained, strong performance.

18.3 The CEO may determine the pay point to apply to an employee's salary on commencement or promotion within IPEA in exceptional circumstances.

19. Superannuation

19.1 IPEA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

19.2 IPEA will provide employer contributions of 15.4% of ordinary time earnings (OTE) as defined in the *Superannuation Guarantee (Administration) Act 1992* for members of the Public Sector Superannuation Accumulation Plan (PSSap) and for those employees exercising superannuation choice. This will not be reduced by any other contributions made through salary sacrifice arrangements.

- 19.3 Employer superannuation contributions will be paid to accumulation superannuation funds during periods of paid and unpaid parental leave (including maternity, parental, adoption and long-term foster leave) for periods of leave to a maximum of 52 weeks.
- 19.4 IPEA will make employer superannuation payments to any eligible superannuation fund nominated by an employee, provided that it accepts payment by fortnightly electronic funds transfer using a file generated by IPEA's human resource information management system (HRIMS).

20. Salary sacrificing

- 20.1 Employees may access salary sacrificing arrangements, and may sacrifice up to 100 per cent of their available salary. This includes the option of salary sacrificing to superannuation for casual employees. Employees are encouraged to seek independent financial advice prior to entering into a salary sacrificing arrangement.
- 20.2 Any fringe benefits tax incurred by an employee as a result of a salary sacrificing arrangement will be met by the employee.

General allowances and payments

21. Allowances for part-time employees

- 21.1 Allowances for part-time employees will be calculated on a pro-rata basis (based on the proportion of full-time equivalent hours worked), apart from expense-related allowances and reimbursements, where a part-time employee will receive the same amount as a full-time employee.

22. First aid officer

- 22.1 Where an employee possesses a current First Aid certificate and has been approved by the CEO to undertake first aid duties, the employee will be paid an allowance of \$22.89 per fortnight. This allowance will increase to:
- (a) \$23.35 from the first full pay period after commencement of this agreement;
 - (b) \$23.82 from the first full pay period following the 12 month anniversary of this agreement; and
 - (c) \$24.30 from the first full pay period following the 24 month anniversary of this agreement.

23. Meal provisions

- 23.1 If an employee is required 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 will be as set out in the relevant Taxation Determination for meals and incidentals.

24. Reimbursement of family care costs

- 24.1 Where an employee is required at short notice to work additional hours outside of their ordinary hours to undertake high priority work, the CEO may reimburse reasonable additional costs in relation to family care arrangements that result from the requirement to be at work.

25. Temporary assignment of duties

- 25.1 The CEO will approve payment of higher duties allowance (HDA) where an employee will or has temporarily performed duties at a higher classification for 20 or more working days (including public holidays). If an initial temporary assignment is extended to 20 or more working days (including public holidays), the CEO will approve payment of HDA for the entire period.

Level of payment

- 25.2 Where an employee is to be paid HDA, the employee will generally be paid at the first pay point of the classification at which the employee is temporarily assigned.
- 25.3 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.
- 25.4 The minimum amount of HDA payable under this clause will be \$1,500 per annum.
- 25.5 The CEO may determine a greater HDA in exceptional circumstances.

HDA in Senior Executive Service (SES) positions

- 25.6 Where an employee is temporarily performing duties at the SES classification, HDA will generally be paid at the minimum salary of the SES Band 1 classification.
- 25.7 The minimum amount of HDA payable under this clause will be \$1,500 per annum.
- 25.8 The CEO may determine a greater HDA in exceptional circumstances.

Temporary performance and the performance framework

- 25.9 Where an employee has been temporarily assigned duties at a higher classification, including for short periods, the performance of those duties will be taken into account in an employee's annual performance review.

Public holidays or leave

- 25.10 An employee already in receipt of HDA who is granted paid leave or who observes a public holiday will continue to receive HDA, having regard to the provisions of this section, during the employee's absence.
- 25.11 HDA will not be paid beyond the date on which the employee would have ceased the temporary assignment had they not been absent. Where the period of leave is paid at less than full pay, payment of HDA will be made on a pro-rata basis.

Salary on reduction

- 25.12 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.
- 25.13 Such determination will specify the period for which the lower salary will apply.
- 25.14 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.

Travel for official purposes

26. Travel rates

- 26.1 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; and
 - (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 the travel.
- 26.2 The CEO may approve the prepayment of accommodation and transportation costs associated with official travel. Where prepayment is not possible the costs will be reimbursed as soon as possible following the travel.
- 26.3 All travel should be undertaken in accordance with IPEA's Accountable Authority Instructions.

27. Illness while travelling

- 27.1 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.

28. Recognition of travel time

- 28.1 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 subclauses 36.1 to 36.4 and overtime in accordance with subclauses 37.1 and 37.2; and
 - (b) time off in lieu (TOIL) for EL employees in accordance with subclauses 38.1 to 38.3.
- 28.2 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.

29. Motor vehicle allowance

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

30. Restriction payment

Restriction eligibility

- 30.1 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.
- 30.2 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.

30.3 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

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

Days (or part thereof)	On commencement	Following the first salary increase	Following the second salary increase	Following the third salary increase
38 – 53	\$11,799	\$12,035	\$12,276	\$12,522
54 – 68	\$12,683	\$12,937	\$13,196	\$13,460
69 – 95	\$15,311	\$15,617	\$15,929	\$16,248

Note: The “On commencement” rates are those payable prior to commencement of this agreement and until the first salary increase takes effect in accordance with subclause 8.2.

30.5 An employee, who is not restricted, but is requested to perform restriction duties in unforeseen circumstances (e.g. for another employee who is restricted), or on a short-term restriction arrangement, will receive a payment of \$182 for each day of restriction.

30.6 It is not expected that an employee will be restricted for more than the maximum number of days specified in the table above. Where this occurs, the CEO may determine an additional payment to recompense the employee for the additional restriction.

30.7 EL employees (and equivalents), are generally ineligible to receive restriction allowance payments. In exceptional circumstances the CEO may approve restriction payment for EL employees.

30.8 A restricted employee may be required to work at their usual workplace or at another designated place, including the employee’s home.

30.9 A restriction payment will not be made to an employee who does not remain contactable and at the required degree of readiness to perform duty.

Broadbands and training programs

31. Broadband advancement

31.1 An employee can only advance through a broadband where:

- (a) there is sufficient, available work at the higher classification;
- (b) they have gained the necessary skill and proficiencies to perform the more complex work; and
- (c) their performance is rated as satisfactory.

32. Career starter broadband

- 32.1 Employees recruited to participate in the Career Starter Program (CSP) will commence at the first pay point of the APS1 classification salary range.
- 32.2 Upon successful completion of their training requirements and the CSP, and subject to the requirements of subclause 31.1, employees will be eligible for advancement through the broadband to the first pay point of the APS2 classification salary range.

33. Indigenous traineeship program

- 33.1 Employees recruited to participate in the Indigenous Traineeship Program (ITP) will commence at the first pay point of the APS2 classification salary range, unless otherwise determined by the CEO.
- 33.2 Upon successful completion of their training requirements and the ITP, employees will be required to participate in IPEA's future recruitment processes if seeking future employment at IPEA.

34. Other broadband arrangements

- 34.1 The CEO may determine the commencement salary and broadband progression requirements for entry level employees who are engaged through other arrangements, for example Whole-of-Government programs, targeted traineeships and apprenticeships.

Attendance and hours of duty

35. Working hours

Full-time hours

- 35.1 A full-time employee will work 37.5 hours per week as their ordinary hours of duty.
- 35.2 Managers and employees have a mutual responsibility to integrate the management of working hours and leave planning, including flexible work arrangements, into operational requirements.
- 35.3 It is expected that employees may work reasonable additional hours consistent with the Act.

Part-time hours

- 35.4 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.
- 35.5 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 flextime (APS1 to 6), TOIL (EL), or alternative informal arrangements as agreed with their manager.
- 35.6 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 once every 12 months.

- 35.7 A full-time 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.

Job sharing

- 35.8 The CEO may approve job sharing arrangements between two or more employees subject to operational requirements, on the basis of the employees' applications.

Pattern of hours

- 35.9 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 ordinary time on any day; and
- (b) five consecutive hours without a meal break of at least 30 minutes.

- 35.10 The agreed pattern of hours should provide the flexibility, where agreed by the manager and employee, to enable employees to meet personal responsibilities.

- 35.11 Where no agreement can be reached on a pattern of ordinary hours, standard hours of work will apply. Standard hours are seven hours and 30 minutes per day for full-time employees, to be worked from 8.30 am to 5.00 pm with a one hour lunch break taken between 12.00 pm and 2.00 pm.

Bandwidth of hours

- 35.12 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

- 35.13 Excluding exceptional circumstances, where an APS1 to 6 employee works overtime the employee will be entitled to a nine-hour break (including travelling time) before recommencing work, without incurring any loss of pay.

- 35.14 Excluding exceptional circumstances, where an EL employee works a continuous period of greater than 10 hours the employee will be entitled to a nine-hour break (including travelling time) before recommencing work, without incurring any loss of pay.

Recording attendance

- 35.15 All APS1 to 6 employees must accurately record their attendance, including commencement, break and finish times, and their leave or absences in IPEA's HRIMS.

- 35.16 On days in which an employee is not actually at work (including public holidays and periods of approved leave), employees will record their ordinary working hours (excluding any leave taken with flextime credits).

- 35.17 EL employees must record all hours that attract TOIL, and may choose to record all their working hours.

36. Flexitime

Eligibility for flexitime

- 36.1 APS1 to 6 employees, excluding casual employees, will be eligible to work flexitime. Work performed in excess of ordinary hours, which does not attract overtime, will accrue as flexitime on an hour-for-hour basis.
- 36.2 Where there is agreement between a manager and employee on how flexitime will work within the team, an employee may:
- (a) vary their hours of work; and/or
 - (b) work additional hours.
- 36.3 Where there is insufficient work, a manager will not agree that an employee can work hours in addition to their ordinary hours.
- 36.4 Employees must seek prior approval from their manager for absence from the workplace to utilise flexitime credits.

Maximum flexitime balance and debit

- 36.5 Where operational requirements do not provide for an employee to minimise their flexitime balance by the end of the fortnightly recording period, a maximum:
- (a) credit of 37.5; or
 - (b) debit of 10 hours
- can be carried to the next fortnightly recording period.
- 36.6 Where there is an excess balance, the employee and their manager will identify and discuss appropriate actions to try to reduce the flexitime credit to below 37.5 hours by the end of the following fortnightly recording period. No reasonable request for flexitime leave will be refused by the manager.
- 36.7 Where there is a flexitime debit in excess of 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 circumstances

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

Reversion to standard hours

- 36.9 A manager may revert an employee to standard hours (subclause 35.11) of attendance where an employee fails to maintain a satisfactory performance and/or pattern of attendance or misuses flexitime provisions.
- 36.10 A manager may revert an employee to standard hours (subclause 35.11) based on operational requirements, following consultation and reasonable notice.

Flexitime balances at cessation or APS transfer

- 36.11 Prior to ceasing employment or transferring, employees must take reasonable steps, and managers will provide reasonable opportunities, to balance any flexitime credits or debits.
- 36.12 Where flexitime credits are outstanding at cessation of employment, these credits will not be paid to the employee.
- 36.13 Any remaining flexitime debits will be recovered from the employee's separation payment.

Flexitime balances on promotion or on higher duties

- 36.14 Employees who are promoted to the EL classification and have an existing flexitime debit or credit must clear the balance prior to commencement at the higher classification. Any flexitime credit will not translate across as TOIL.
- 36.15 Employees who have accrued TOIL whilst acting at the EL classification must make all reasonable efforts, in the first instance, to clear the TOIL prior to returning to their substantive classification.

37. Overtime

- 37.1 Employees in the APS1 to 6 classifications, will be paid overtime where they are directed to, and perform, additional work:
 - (a) on a public holiday or weekend;
 - (b) that requires the employee to return to work, or address workplace issues, outside the bandwidth (subclause 35.12);
 - (c) in excess of 10 hours on any one normal working day; or
 - (d) during annual closedown.
- 37.2 Overtime payments will be based on the actual additional period worked and is calculated at a rate of time-and-one half.

38. TOIL

Eligibility for TOIL

- 38.1 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 eight hours 30 minutes on any one day;
 - (b) on a weekend or public holiday; or
 - (c) during annual closedown.
- 38.2 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 closedown or public holiday.
- 38.3 The provisions for TOIL as outlined in this clause do not alter the ordinary hours for full-time EL employees.

Part-time EL TOIL

- 38.4 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 subclause 35.5.

Converting TOIL credits to annual leave

- 38.5 Where an EL employee has taken at least five days TOIL and five days annual leave in the previous 12 month period and has TOIL credits in excess of five days as at 1 July, the CEO may approve conversion of up to five days of TOIL to annual leave per year. This election must be made before 1 July.

- 38.6 TOIL will be converted to annual leave on an hour-for-hour basis.

Cash out of TOIL credits

- 38.7 Where an EL employee has taken at least five days TOIL and five days annual leave in the previous 12 month period, and has TOIL credits in excess of five days as at 1 July, the CEO may approve cashing out of TOIL credits exceeding five days. This election must be made before 1 July in the year the TOIL is to be cashed out.

- 38.8 TOIL will be cashed out at ordinary time rates.

TOIL balances at cessation

- 38.9 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 credit.

- 38.10 Where an employee has been unable to utilise TOIL credits prior to cessation the CEO may approve conversion of up to five days of TOIL to annual leave. This election must be made prior to the employee's cessation.

- 38.11 Where any TOIL credits are outstanding at cessation of employment, these credits will not be paid to the employee.

39. Public holidays and annual closedown

Recognised public holidays

- 39.1 Employees will observe all public holidays provided by the Act. The CEO, following agreement with an employee, may determine that a day may be substituted for a gazetted public holiday, e.g. for religious or cultural purposes, having regard to operational requirements.

Make up time for substituted day

- 39.2 Where an employee cannot work on the day for which a substituted holiday has been granted, the employee will make up that time through mutual agreement with the employee's manager, without entitlement to flextime, TOIL or payment for overtime.

Public holidays during paid leave

- 39.3 Where a public holiday falls during a period when an employee is on annual or paid personal/carer's leave, payment for the public holiday will be made at the employee's ordinary hours of work. Payment for a public holiday during other forms of leave will

be in accordance with the entitlement to that form of leave (e.g. if on long service leave at half pay, payment is at half pay).

Annual closedown

- 39.4 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.
- 39.5 Employees on parental leave, leave without pay, or long service leave during the annual closedown will not be entitled to re-crediting of leave.
- 39.6 Part-time employees normally not working on the days of the week on which annual closedown or a public holiday occurs will not be entitled to alternative time off duty or additional payment.

Public holidays and/or annual closedown

- 39.7 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 subclauses 37.1 and 37.2; and
 - (b) EL employees will accrue TOIL consistent with subclauses 38.1 to 38.3.

Leave

40. General conditions

Non-approval of leave

- 40.1 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.

Balances and record keeping

- 40.2 All accrued leave entitlements will be expressed and deducted in hours and minutes, with the exception of long service leave which is expressed in calendar days.

Recall to duty

- 40.3 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.

41. Recognition of prior service

Portability of leave

- 41.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.

41.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee 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/carers leave (however described) will be recognised.

41.3 For the purposes of this clause:

- (a) 'APS employee' has the same meaning as in the PS Act; and
- (b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

Portability of leave – former non-ongoing employees

41.4 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the CEO may, at the employee's request, recognise any accrued annual leave and personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

42. Annual leave

Entitlement

- 42.1 Employees are entitled to 20 days (150 hours), pro-rata for part-time employees, for each full year of service.
- 42.2 Annual leave may be taken at either full or half pay. Employees may access twice as much leave when taken at half pay.
- 42.3 All annual leave will accrue and be credited to employees daily.

Requirement to take annual leave

- 42.4 Employees are required to take a minimum 10 days per calendar year, pro-rata for part time employees, unless the employee's manager approves not taking the leave.
- 42.5 Employees and managers will take joint responsibility for ensuring that accrued annual leave does not exceed 40 days. When accrued annual 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.

Approval

- 42.6 The taking of annual leave is subject to the approval of the CEO based on operational requirements.

Effect of leave without pay

- 42.7 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

- 42.8 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

- 42.9 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

- 42.10 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 financial 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;
- (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.

- 42.11 The payment for cashed out annual leave will be the same as what the employee would have been paid if they took the leave.

- 42.12 Annual leave cannot be cashed out in advance of it being credited to the employee.

Purchased additional leave

- 42.13 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.

- 42.14 Purchased leave must be taken at full pay unless otherwise approved by the CEO as an exceptional circumstance.

43. Personal/carer's leave

Entitlement

- 43.1 An employee, other than a casual employee, is entitled to 18 days or part-time equivalent, of paid personal/carer's leave per year, which accrues progressively and is credited daily.
- 43.2 Newly engaged ongoing employees to the APS (excluding those entitled to have leave transferred in accordance with subclauses 41.1 to 41.4) will receive nine days or part-time equivalent, of paid personal/carer's leave on commencement. Thereafter, personal/carer's leave will accrue at the rate of 18 days or part-time equivalent per year, which is credited daily.
- 43.3 Unused personal/carer's leave will accrue from year to year but will not be paid out on separation.

Use of leave

- 43.4 An employee may take personal/carer's leave for the following purposes:
- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee;
 - (b) to provide care or support to an immediate family or household member, who has a personal illness or injury or unexpected emergency; or
 - (c) to attend appointments with Registered Health Practitioners.
- 43.5 Personal/carer's leave must be taken at full pay, however, on request by an employee the CEO may approve the employee taking personal/carer's leave at half pay or leave without pay for long term absences or a specified chronic medical condition.
- 43.6 Employees may access twice as much leave when taken at half pay.

Conditions

- 43.7 To use personal/carer's leave, an employee must provide acceptable evidence in the following circumstances:
- (a) for personal/carer's leave of three consecutive working days or more;
 - (b) for any personal/carer's leave in excess of a total of seven days in the previous 12 month period where acceptable evidence has not been provided for any of those days; or
 - (c) in any other circumstance where requested by the CEO.
- 43.8 The CEO may waive the requirement for acceptable evidence for circumstances set out in subclauses 43.7(a) and 43.7(b).

Acceptable evidence

- 43.9 Employees must provide a medical certificate, a report or other documentation from a Registered Health Practitioner for the purpose of personal illness or injury.
- 43.10 Where it is not reasonably practicable to provide acceptable evidence from a Registered Health Practitioner, a statutory declaration, made by the employee, may be accepted for up to three single day absences in the previous 12 month period. The statutory declaration will state:
- (a) the reason for the absence; and
 - (b) why it was not reasonably practicable for the employee to obtain acceptable evidence from a Registered Health Practitioner.
- 43.11 Where the CEO considers that the evidence provided is unsatisfactory, the leave application may be rejected.
- 43.12 An employee will not be entitled to paid personal/carer's leave while also entitled to paid maternity, adoption or foster care leave except as otherwise provided by legislation.
- 43.13 An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid personal/carer's leave credit has expired, except as otherwise provided by legislation.

Reappointment after invalidity retirement

43.14 An employee who has their APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976* is entitled to be credited with personal/carer's leave equal to the balance of personal/carer's leave at the time of termination.

Effect of leave without pay

43.15 Where leave without pay not to count as service has been granted in the accrual year, the personal/carer's leave accrual will be affected as follows:

- (a) where aggregated absences total 30 calendar days or less, the accrual is not affected; and
- (b) where aggregated absences total more than 30 calendar days in the accrual year, personal leave will not accrue for the entire period of leave without pay not to count as service.

Public holidays during personal/carer's leave

43.16 Personal/carer's leave will not be debited where an employee is medically unfit for duty or required to undertake caring responsibilities on a public holiday which the employee would otherwise have observed.

Use of personal/carer's leave during other forms of leave

43.17 Employees who are medically unfit, are required to undertake caring responsibilities, or become eligible for another type of non-discretionary leave required to be granted under the National Employment Standards during a period of annual or long service leave, may apply to have the leave substituted. Such non-discretionary leave includes compassionate and bereavement leave and community service leave but does not include parental leave. Substitution is subject to the provision of satisfactory evidence. Annual and long service leave will be credited to the extent of other paid leave granted.

Unpaid carer's leave

43.18 An employee is entitled to a period of up to two days unpaid carer's leave for each occasion, where paid leave credits are exhausted, and a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency.

43.19 The period of unpaid personal leave may be taken as a single period of two days or any separate period to which the employee and manager agree.

44. Compassionate and bereavement leave

Compassionate leave

44.1 An employee will be granted two days paid compassionate leave on each occasion that a member of the employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to their life;
or
- (b) sustains a personal injury that poses a serious threat to their life.

44.2 An additional one day paid compassionate leave per occasion is provided to all employees other than casual employees.

- 44.3 The employee may take the period of leave as a single period or any separate period which the manager and employee agree. The CEO may require the employee to provide evidence of the illness or injury in support of the request for leave.

Bereavement leave

- 44.4 An employee will be granted up to three days paid leave on each occasion that a member of the employee's immediate family or household dies.
- 44.5 The employee may take the period of leave as a single period of three days or any separate period which the manager and employee agree. The CEO may require the employee to provide evidence of the death in support of the request for leave.

45. Maternity and parental leave

Maternity leave

- 45.1 Eligible employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
- 45.2 Employees who are eligible for paid maternity leave under the ML Act are entitled to an additional four weeks (inclusive of public holidays) of paid leave, to be taken immediately following the period of paid maternity leave provided by the ML Act.

Maternity leave at half pay

- 45.3 The CEO will approve spreading the payment during maternity leave over a maximum period of 32 continuous weeks when an employee elects to do so. Where an employee opts for this arrangement a maximum of 16 weeks will count as service.

Special maternity leave

- 45.4 Where an expecting mother experiences a pregnancy related illness, or her pregnancy ends within 28 weeks of expected birth, she will be granted paid personal/carer's leave for the period of leave as set out in the acceptable evidence provided in accordance with subclause 43.9. If personal/carer's leave credits are exhausted, the remainder of leave will be unpaid.
- 45.5 Special maternity leave will operate in conjunction with entitlements under the ML Act.

Supporting partner leave

- 45.6 Within 12 months of the birth, adoption or long-term fostering of a child, an employee who has, or will have, responsibility for the care of a child and who is otherwise ineligible for leave under the ML Act or the adoption leave or long-term foster care leave provisions in this agreement, is entitled to 20 days paid leave (inclusive of public holidays) to care for the child. Leave must be taken as a minimum of five-day blocks.
- 45.7 This leave can be taken at half pay and counts as service for all purposes.

Parental leave without pay

- 45.8 To enable an employee to care for a new born child, or newly adopted or fostered child under school age, the employee will be entitled to leave without pay (except for employees covered by the ML Act to the extent that the ML Act is more beneficial).

45.9 Parental leave without pay does not count as service for any other purpose except as provided in the ML Act.

Maximum period of parental leave

45.10 The total period of parental leave (paid and unpaid) taken in respect of the birth, adoption or fostering of a child will not exceed two years (excluding other periods of paid leave such as annual leave).

Return from parental leave

45.11 Prior to an employee returning from parental leave the manager will discuss with the employee their return to work, including any request for part-time work.

45.12 Following consultation, and dependent on operational requirements, the employee may be given suitable duties at their substantive classification either in the role they performed prior to leave or in another role.

Adoption leave

45.13 An eligible employee is entitled to a continuous period of 16 weeks (inclusive of public holidays) paid leave on full pay or 32 weeks on half pay for the purposes of adopting a child. Where adoption leave is taken at half pay only the first 16 weeks will count as service.

45.14 To be eligible for adoption leave:

- (a) the employee must have completed at least 12 months continuous service in the APS;
- (b) the employee must be the primary caregiver;
- (c) the child that is, or is to be, placed with the employee for adoption:
 - (i) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
 - (ii) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and
 - (iii) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

45.15 Adoption leave is available from one week prior to the date of placement of a child or children under 16 years, and must be commenced within eight weeks of the child or children being adopted.

Pre-adoption arrangements

45.16 Employees in the process of adopting a child are entitled to access their existing paid leave entitlements, flextime or TOIL arrangements to attend any interviews or examinations required to obtain approval for the adoption.

45.17 Where the employee has exhausted their leave credits, two days unpaid leave will be granted.

Long-term foster care leave

45.18 An eligible employee with at least 12 months continuous service in the APS, who is to be the primary caregiver to a fostered child may access a continuous period of 16 weeks (inclusive of public holidays) foster care leave to fulfil long-term fostering obligations.

- 45.19 Leave for fostering purposes is to commence within six months of the placement of the child and can also be taken at half pay, however the period beyond the first 16 weeks will not count as service.
- 45.20 To be eligible for this purpose, an employee is to have assumed long-term responsibility for a child under a permanent fostering arrangement following placement:
- (a) by a person/organisation with statutory responsibility for the placement of the child; and
 - (b) where the child is not expected to return to their family.
- 45.21 Where a fostered child is subsequently adopted by the employee, the employee is not eligible for adoption leave in relation to the same child where foster leave has previously been granted.
- 45.22 The CEO may approve up to 16 weeks paid leave on full pay or up to 32 weeks on half pay where an eligible employee has primary care for a child under a permanent care order. Only the first 16 weeks will count as service.

46. Defence reserve leave and war service sick leave

Entitlement to defence reserve leave

- 46.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 46.2 An employee is entitled to up to four weeks leave with pay during each financial year and an additional two weeks paid leave in the first year of ADF reserve service, for the purpose of fulfilling service in the ADF Reserve.
- 46.3 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 46.4 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 46.5 Defence reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

Entitlement to war service sick leave

- 46.6 Employees may be eligible to be granted war service sick leave while unfit for duty because of a war or defence caused condition.
- 46.7 A war-caused or defence-caused condition is an injury or disease of an employee that has been determined, by the Department of Veterans' Affairs, to be war-caused or defence-caused within the meaning of relevant legislation.
- 46.8 Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

47. Long service leave

Entitlement

- 47.1 An employee will be eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 47.2 The minimum period for which long service leave will be granted is seven consecutive calendar days at full pay or 14 calendar days for leave at half pay. A period of long service leave cannot be broken by other periods of leave, including flextime or TOIL, a weekend or a public holiday, except as otherwise provided by legislation.
- 47.3 Long service leave credits may be taken at any time, on full pay or half pay, subject to operational requirements and the approval of the employee's manager.

48. Miscellaneous leave

- 48.1 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.
- 48.2 Unless the CEO determines otherwise, any continuous period of miscellaneous leave without pay greater than 30 calendar days will not count as service for annual leave and personal/carer's leave purposes.

49. Community service leave

- 49.1 In accordance with section 108 of the Act, leave for participation in voluntary emergency management duties, including training, emergency service responses, reasonable recovery time, and ceremonial duties, will be approved. The CEO may determine whether any or all of leave taken for participation in voluntary emergency management activities will be with pay.
- 49.2 An employee will continue to be paid by IPEA for any period of jury service, but will be required to pay to IPEA any amount of jury service pay received by the employee, excluding any quantity of expense allowance paid.

50. Unauthorised absences

- 50.1 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.
- 50.2 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.

Performance management

51. Performance management system

- 51.1 All employees, unless they are a non-ongoing employee engaged for a period of less than three months, will have an individual performance agreement in place during the performance management cycle.

- 51.2 The performance cycle runs from July to June each year.
- 51.3 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.
- 51.4 IPEA's Performance Management Policy sets out the performance management processes, including responsibilities of managers and employees in managing performance.

Supportive workplace

52. Supportive workplace

Employee assistance program

- 52.1 IPEA will provide access to confidential, professional counselling for employees and their immediate families to assist with work or personal issues through the provision of an Employee Assistance Program (EAP).

Study assistance

- 52.2 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

- 52.3 The CEO may approve financial reimbursement for professional memberships and/or subscriptions deemed relevant to the needs of IPEA.

Separation from the APS

53. Resignation

Notice of resignation

- 53.1 Where an employee resigns, they must provide their manager with two weeks' notice (APS1 to 6), or four weeks' notice (EL), unless otherwise agreed with their manager.

Death of an employee

- 53.2 Where an employee dies whilst in employment, or the CEO has determined that an employee is presumed to have died on a particular date whilst in employment, the CEO will authorise the payment of the amount to which the former employee would have been entitled had they ceased employment by resignation or retirement.
- 53.3 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.

54. Redeployment and redundancy

- 54.1 Subclauses 54.2 to 54.19 do not apply to non-ongoing employees or employees on probation. It is IPEA's intention to redeploy employees where possible.

Notification of excess employees

- 54.2 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.
- 54.3 An employee may choose to have a support person assist them in accordance with subclause 57.1.

Redeployment

- 54.4 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

- 54.5 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

- 54.6 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.
- 54.7 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.
- 54.8 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

- 54.9 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

- 54.10 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

- 54.11 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.
- 54.12 An excess employee will be entitled to reasonable time off with pay to attend necessary employment interviews during the notice period.

Redundancy pay

- 54.13 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 subclauses 54.16 to 54.19) 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 National Employment Standards.
- 54.14 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.
- 54.15 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

- 54.16 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.
- 54.17 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

54.18 Having regard to subclauses 54.16 and 54.17, 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.

54.19 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Workplace consultation and dispute resolution

55. Staff consultative group

55.1 During the life of this agreement, IPEA will establish and maintain a Staff Consultative Group.

56. Consultation and communication

56.1 This term applies if IPEA:

- (a) has made a definite decision 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.

Major change

56.2 For a major change referred to in subclause 56.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 56.3 to 56.8 apply.

56.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

56.4 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;

the employer must recognise the representative.

56.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

56.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

56.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

56.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclause 56.2(a) and subclauses 56.3 and 56.5 are taken not to apply.

56.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (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.

Change to regular roster or ordinary hours of work

56.10 For a change referred to in subclause 56.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 56.11 to 56.15 apply.

56.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

56.12 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;

the employer must recognise the representative.

56.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the 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 the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

56.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

56.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

56.16 In this term *relevant employees* means the employees who may be affected by a change referred to in subclause 56.1.

57. Support persons and employee representatives

57.1 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.

57.2 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 Act.

58. Procedures for preventing and settling disputes

58.1 If a dispute relates to:

- (a) a matter arising under this agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

58.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

58.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

58.4 If a dispute is not resolved under subclause 58.3, the parties to the dispute will endeavour to resolve the dispute through discussion with more senior levels of management or through alternative dispute resolution methods, where appropriate

58.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

58.6 The FWC may deal with the dispute in two stages:

- (a) the FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

58.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) 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.

58.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

Attachment A – Classification and salary tables

Table 1: On commencement of the agreement

	APS1	APS2	APS3	APS4	APS5	APS6	EL1	EL2
1st pay point	45,249	51,957	57,755	65,145	72,648	79,925	103,457	126,308
2nd pay point	45,931	52,866	59,233	66,736	73,898	81,857	105,617	128,355
3rd pay point	46,613	53,889	60,825	67,987	75,604	83,676	107,665	130,856
4th pay point	47,637	54,913	62,189	69,693	76,968	85,721	109,938	133,357
5th pay point	49,000	56,164	63,781	71,057	78,447	87,541	111,870	135,631
6th pay point	50,479	57,755	65,145	72,648	79,925	89,473	114,145	138,132
7th pay point	52,185	59,461	66,623	74,353	81,516	91,407	117,669	140,520
8th pay point (Highest pay point)						97,546	125,286	148,704
Maximum guidepoint						104,139	133,471	157,345
IPEA Broadband: Career Starter Program								
Commencement pay point	APS1 – 1st pay point				45,249			
Advancement pay point	APS2 – 1st pay point				51,957			

Note: The “On commencement” rates are those payable prior to commencement of this agreement and until the first salary increase takes effect in accordance with subclause 8.2.

Table 2: First full pay period following commencement of the agreement

	APS1	APS2	APS3	APS4	APS5	APS6	EL1	EL2
1st pay point	46,154	52,996	58,910	66,448	74,101	81,524	105,526	128,834
2nd pay point	46,850	53,923	60,418	68,071	75,376	83,494	107,729	130,922
3rd pay point	47,545	54,967	62,042	69,347	77,116	85,350	109,818	133,473
4th pay point	48,590	56,011	63,433	71,087	78,507	87,435	112,137	136,024
5th pay point	49,980	57,287	65,057	72,478	80,016	89,292	114,107	138,344
6th pay point	51,489	58,910	66,448	74,101	81,524	91,262	116,428	140,895
7th pay point	53,229	60,650	67,955	75,840	83,146	93,235	120,022	143,330
8th pay point (Highest pay point)						99,497	127,792	151,678
Maximum guidepoint						106,222	136,140	160,492
IPEA Broadband: Career Starter Program								
Commencement pay point	APS1 – 1st pay point				46,154			
Advancement pay point	APS2 – 1st pay point				52,996			

Table 3: First full pay period following the 12 month anniversary of the agreement

	APS1	APS2	APS3	APS4	APS5	APS6	EL1	EL2
1st pay point	47,077	54,056	60,088	67,777	75,583	83,154	107,637	131,411
2nd pay point	47,787	55,001	61,626	69,432	76,884	85,164	109,884	133,540
3rd pay point	48,496	56,066	63,283	70,734	78,658	87,057	112,014	136,142
4th pay point	49,562	57,131	64,702	72,509	80,077	89,184	114,380	138,744
5th pay point	50,980	58,433	66,358	73,928	81,616	91,078	116,389	141,111
6th pay point	52,519	60,088	67,777	75,583	83,154	93,087	118,757	143,713
7th pay point	54,294	61,863	69,314	77,357	84,809	95,100	122,422	146,197
8th pay point (Highest pay point)						101,487	130,348	154,712
Maximum guidepoint						108,346	138,863	163,702
IPEA Broadband: Career Starter Program								
Commencement pay point	APS1 – 1st pay point				47,077			
Advancement pay point	APS2 – 1st pay point				54,056			

Table 4: First full pay period following the 24 month anniversary of the agreement

	APS1	APS2	APS3	APS4	APS5	APS6	EL1	EL2
1st pay point	48,019	55,137	61,290	69,133	77,095	84,817	109,790	134,039
2nd pay point	48,743	56,101	62,859	70,821	78,422	86,867	112,082	136,211
3rd pay point	49,466	57,187	64,549	72,149	80,231	88,798	114,254	138,865
4th pay point	50,553	58,274	65,996	73,959	81,679	90,968	116,668	141,519
5th pay point	52,000	59,602	67,685	75,407	83,248	92,900	118,717	143,933
6th pay point	53,569	61,290	69,133	77,095	84,817	94,949	121,132	146,587
7th pay point	55,380	63,100	70,700	78,904	86,505	97,002	124,870	149,121
8th pay point (Highest pay point)						103,517	132,955	157,806
Maximum guidepoint						110,513	141,640	166,976
IPEA Broadband: Career Starter Program								
Commencement pay point	APS1 – 1st pay point				48,019			
Advancement pay point	APS2 – 1st pay point				55,137			

Attachment B – Supported salary rates for employees with disability

Eligibility criteria

Employees covered by these provisions will be those who are unable to perform the range of duties to the work level required for their classification, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

Supported wage rates

Employees to whom these provisions apply will be paid the applicable percentage of the relevant salary rate, based on the employee's assessed capacity. The amount payable will be not less than the minimum prescribed rate set by the relevant Government body.

Where an employee's assessed capacity is 10%, they will receive a high degree of assistance and support.

Assessment of capacity

For the purpose of establishing the percentage of the relevant salary rate, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

Lodgement of assessment instrument

All assessment instruments, including the assessment of the percentage of the relevant salary rate to be paid, will be lodged by the CEO with the relevant Government body.

All assessment instruments will be agreed and signed by the parties to the assessment.

Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other employment conditions

Where an assessment has been made, the applicable percentage shall apply to the salary only. Employees covered by these provisions will be entitled to the same terms and conditions of employment as all other employees covered by this agreement, paid on a pro rata basis.

Workplace adjustment

Where the CEO employs a person under these provisions, they shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial Period

In order for an adequate assessment of the employee's capacity to be made, the CEO may employ a person under these provisions for a trial period not exceeding 12 weeks. Where

additional work adjustment time is required, an extension of up to four weeks may be permitted.

During the trial period the assessment of capacity shall be undertaken and the proposed applicable percentage of the relevant salary rate for a continuing employment relationship determined.

The minimum amount payable to the employee during the trial period will be no less than the minimum amount determined by the Annual Wage Review by the FWC.

Where the CEO and the employee wish to continue the employment relationship following the trial period, a further contract of employment shall be entered into based on the outcome of the assessment of capacity.

Attachment C – Definitions

The following words have these meanings in this agreement unless the contrary intention appears.

Term	Definition
Acceptable evidence	A medical certificate, report or document provided by a Registered Health Practitioner, or a statutory declaration made by the employee.
Accrual year	Accrual year is the period between the anniversary date of commencement and each subsequent 12 month period which will end at midnight on the preceding day before the next accrual year begins.
Agreement	The Independent Parliamentary Expenses Authority Enterprise Agreement 2018 – 2021.
APS	Australian Public Service.
CSP	Career Starter Program.
CEO	The person performing the functions of Agency Head of IPEA.
Continuity of service	Means no break in employment from the final working day from the transferring agency to the next consecutive working day which must be the commencement date with IPEA. A weekend or a public holiday is not considered a break in the continuity of service. This does not apply to long service leave which will be in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
CFTS	Continuous full-time service in the defence forces.
Continuous service	Continuous service for redundancy pay is set out at subclauses 54.13 to 54.19. Continuous service for the purposes of the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> means a break of no greater than 12 months. Continuous service for other purposes (e.g. the portability of annual and personal/carer's leave and paid maternity, adoption and fostering leave) means no break at all.
Delegate	The person delegated by the CEO to perform functions as provided in IPEA's HR Delegations instrument and this agreement.
EL	Executive Level employee.
Employee	A non-SES employee of IPEA eligible to be covered by this agreement and engaged under section 22(2) of the PS Act.
Employer	The CEO of IPEA, representing the Commonwealth of Australia.

Excess employee	An employee is 'excess' when the CEO determines: <ul style="list-style-type: none"> • they are identified as being included in a group of employees in IPEA, comprising a greater number than is necessary for the efficient and economical working of IPEA; • due to technological or other changes in the work methods of IPEA, or structural or other changes in the nature, extent or organisation of the functions of IPEA, the services of the employee cannot be effectively used; or • the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the CEO has determined that the employee is excess to IPEA's requirements.
FWC	Fair Work Commission.
The Act	<i>Fair Work Act 2009.</i>
First pay point	The base salary point for each classification's salary range.
HDA	Higher duties allowance.
Highest pay point	For APS1 to 5 employees, the last pay point within each classification's salary range. For APS6 to EL2 employees, the last pay point within each classification's salary range before the Zone of Discretion.
HRIMS	Human resource information management system.
Immediate family	Immediate family member includes: <ul style="list-style-type: none"> • a spouse, de facto partner (including same sex partner), child, parent, grandparent, grandchild or sibling of the employee; • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; and • fostering or traditional kinship. Immediate family member also includes a former de facto partner and a former spouse.
IFA	Individual flexibility arrangement.
ITP	Indigenous Traineeship Program.
IPEA	Independent Parliamentary Expenses Authority.
LWOP NTCAS	Leave without pay not to count as service.
Manager	A manager is an employee specified in IPEA's HR Delegations instrument to perform functions of the CEO and who has another employee reporting directly to them.
Maximum guidepoint	The highest salary available within the salary range of the APS6 to EL2 classifications.
ML Act	<i>Maternity Leave (Commonwealth Employees) Act 1973.</i>
Non-ongoing employee	An employee who is not ongoing, and is employed for a specified term, for the duration of a specified task or on an irregular or intermittent (casual) basis as determined by section 22(2)(b) or 22(2)(c) of the PS Act.

Ordinary hours	For full-time employees, seven hours and 30 minutes per day (37.5 hours per week) or, for part-time employees, the hours specified in their part-time work agreement.
OTE	Ordinary time earnings.
Pay point advancement	The movement through the pay points within the salary range for a classification.
PS Act	<i>Public Service Act 1999.</i>
PSSap	Public Sector Superannuation accumulation plan.
Registered health practitioner	Means a health practitioner registered by The Australian Health Practitioner Regulation Agency .
Salary	An employee's base rate of pay, excluding employer-paid superannuation.
TOIL	Time off in lieu.
Zone of Discretion	The salary zone between the highest pay point and the maximum guidepoint in the relevant APS6 to EL2 classification salary range.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/2935

Applicant:

Independent Parliamentary Expenses Authority

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Annwyn Godwin, Chief Executive Officer of the Independent Parliamentary Expenses Authority, give the following undertakings with respect to the *Independent Parliamentary Expenses Authority Enterprise Agreement 2018-2021* ("the Agreement"):

1. I have the authority to provide this undertaking in relation to the application before the Fair Work Commission.
2. I undertake that under the Agreement, employees will be entitled to four weeks of annual leave per year in accordance with the National Employment Standards.
3. I undertake that the rates of pay applicable 'on commencement' of the Agreement (per Attachment A of the Agreement) are the same rates of pay applicable on the date the Agreement was lodged.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

Date