



# DECISION

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

**Office of the Inspector-General of Intelligence and Security**  
(AG2024/559)

## **OIGIS ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 15 MARCH 2024

*Application for approval of the OIGIS Enterprise Agreement 2024-2027.*

[1] An application has been made for approval of an enterprise agreement known as the *OIGIS 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 Office of the Inspector-General of Intelligence and Security. The Agreement is a single enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 March 2024. The nominal expiry date of the Agreement is 28 February 2027.

The signature of the Deputy President is written in cursive to the left of the official seal. The seal is circular and contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it, and a banner with the word 'AUSTRALIA' below.

DEPUTY PRESIDENT

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**IGIS**

OFFICE OF THE  
INSPECTOR-GENERAL  
OF INTELLIGENCE  
AND SECURITY

# **OIGIS Enterprise Agreement 2024- 2027**

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# IGIS

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# Section 1 - Technical matters

## Title

1. This agreement will be known as the *OIGIS Enterprise Agreement 2024-2027*.

## Parties to the agreement

2. The agreement covers:
  - 2.1 the Inspector-General of Intelligence and Security (Inspector-General), for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the Office of the Inspector-General of Intelligence and Security (OIGIS) employed under the PS Act other than:
    - 2.2.1 The Inspector-General;
    - 2.2.2 Senior Executive Service employees or equivalent; and
    - 2.2.3 Persons whose salary is paid by another government agency or employer.
  - 2.3 Subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which was a bargaining representative for this agreement, being the Community and Public Sector Union.

## Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. The nominal expiry date for this agreement is 28 February 2027.

## Delegations

5. The Inspector-General may delegate or authorise any or all of their powers and 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 the OIGIS 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 Inspector-General and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

10.1 the agreement deals with one or more of the following matters:

10.1.1 arrangements about when work is performed;

10.1.2 overtime rates;

10.1.3 penalty rates;

10.1.4 allowances;

10.1.5 remuneration; and

10.1.6 leave and leave loading; and

10.2 the arrangement meets the genuine needs of the Inspector-General and the employee in relation to one or more of the matters mentioned in clause 10.1; and

10.3 the arrangement is genuinely agreed to by the Inspector-General and the employee.

11. The agency must ensure that the terms of the individual flexibility arrangement:

11.1 are about permitted matters under section 172 of the FW Act;

11.2 are not unlawful terms under section 194 of the FW Act; and

11.3 result in the employee being better off overall than the employee would be if no arrangement was made.

12. The Inspector-General must ensure that the individual flexibility arrangement:

12.1 is in writing;

12.2 includes the name of the Inspector-General and the employee;

12.3 is signed by the Inspector-General and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

12.4 includes details of:

12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;

12.4.2 how the arrangement will vary the effect of the terms;



12.4.3 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

12.4.4 states the day on which the arrangement commences.

13. The Inspector-General must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14. The Inspector-General or employee may terminate the individual flexibility arrangement:

14.1 by giving no less than 28 days written notice to the other party to the arrangement; or

14.2 if the Inspector-General and employee agree in writing – at any time.

15. The Inspector-General 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 Inspector-General of Intelligence and Security or the person authorised by the Inspector-General as their delegate.

**Agreement** means the *OIGIS 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.

**Broadband** refers to the allocation of more than one approved classification by the Inspector-General to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Casual employee (irregular and 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 and intermittent basis.

**Classification or classification level**, means the approved classifications as defined by 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.

**Delegate** means someone to whom a power or authority 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 37.5 hours per week in accordance with this agreement.

**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 an employee reports 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.

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

**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, and consistent with 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 current, or former spouse or de facto partner.

**Part-time employee** means an employee employed to work less than an average of 37.5 hours per week 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.

## Fair Work Information Statement

17. The Fair Work Information Statement provides new employees with information about their conditions of employment.
18. All employees on engagement will be provided with a copy of the Fair Work Information Statement.
19. All casual employees on engagement will be provided with a copy of the Casual Employment Information Statement.

## Usual Location of Work

20. The ordinary place of work will be the OIGIS office in Canberra, or the Canberra-based offices of agencies overseen by OIGIS, as determined by operational need and/or agreement with the employee's manager. The Inspector-General may approve alternative arrangements on occasion, noting operational and organisational requirements.

## Section 2: Remuneration

### Salary

21. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
22. The base salary rates in Attachment A include the following increases:
  - 22.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - 22.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - 22.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
23. 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 – Base salaries** were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

24. 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

25. 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 Inspector-General determines a higher salary within the relevant salary range under these salary setting clauses.
26. The Inspector-General 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.
27. In determining a salary under these provisions, the Inspector-General will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
28. Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency for a specified term or task, the Inspector-General 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.

29. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the Inspector-General will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.

30. 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 Inspector-General will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.

31. Where the Inspector-General determines that an employee's salary has been incorrectly set, the Inspector-General may determine the correct salary and the date of effect.

## **Incremental advancement**

### ***OIGIS Classification Structure***

32. The OIGIS has a broadbanded APS employee classification structure:

OIGIS Band	APS Classification
Band 1	APS Level 1 - 3
Band 2	APS Level 4 - 6
Band 3	Executive Level 1
Band 4	Executive Level 2

### ***Eligibility for incremental advancement***

33. On 1 July each year, an ongoing employee who is not already on the maximum pay point applying to their current classification within the OIGIS Band may advance to the next pay point if the employee has:

- a. received a rating of at least satisfactory against the relevant work level standards for their classification in the appraisal cycle ending 30 June; and
- b. been at their current pay point for at least 6 months, (which may include aggregated periods of eligible service). The Inspector-General may shorten the qualifying period on a case by case basis.

34. Eligible service for salary progression will include:

- a. periods of paid leave and unpaid parental leave;
- b. periods of unpaid leave that count as service; and
- c. service while employed on a non-ongoing basis.

35. 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.
36. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
37. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
38. Advancement to the next classification level within an OIGIS APS Band (Eg; advancement from APS5.4 to APS6.1) is subject to the application of a Work Availability Test (WAT) and the employee performing at least at a satisfactory level.

#### ***Work availability test (WAT)***

39. The WAT can be applied if:
  - a. the Inspector-General determines that there is sufficient ongoing work available at the higher classification; and
  - b. the Inspector-General is satisfied that the employee has the necessary skills, experience and capabilities to perform that work; this may be determined on the basis of any evidence the Inspector-General deems relevant, which may include performance during periods of acting at the higher level.

#### **Superannuation**

40. The OIGIS will make compulsory employer contributions as required by the applicable legislation and fund requirements.
41. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
42. The OIGIS will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the OIGIS payroll system.

#### ***Method for calculating super salary***

43. The OIGIS will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
44. Employer contributions will be made for all employees covered by this agreement.
45. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

#### ***Payment during unpaid parental leave***

46. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## Overpayments

47. An overpayment occurs if the Inspector-General (or the OIGIS) provides an employee with 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).
48. Where the Inspector-General considers that an overpayment has occurred, the Inspector-General will provide the employee with notice in writing. The notice will provide details of the overpayment.
49. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Inspector-General 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.
50. If after considering the employee's response (if any), the Inspector-General confirms that an 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.
51. The Inspector-General and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's financial circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
52. The Inspector-General and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
53. Interest will not be charged on overpayments.
54. Nothing in clause 47 to 53 prevents:
  - 54.1 the Inspector-General from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 54.2 the Inspector-General from pursuing recovery of the debt through other available legal avenues; or
  - 54.3 the employee or the Inspector-General from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Supported wage system

55. An employee may 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.

56. Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported Wage System**.



## Section 3: Allowances and Reimbursements

### Higher duties allowance

57. 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.
58. 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 a higher amount, or as otherwise determined by the Inspector-General.
59. 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. Where an employee is assigned only part of the higher duties, the Inspector-General will determine the amount of allowance payable.
60. 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.
61. The Inspector-General may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### OIGIS Allowance

62. The OIGIS undertakes essential oversight work to ensure the effective operation of agencies within its legislated remit. To undertake this work the Inspector-General requires staff with the requisite skills and capability to perform its key functions.
63. Employees will be paid an OIGIS Allowance in recognition of the requirement to participate in regular, intrusive, security assessments and comply with the additional requirements imposed on security clearance holders.
64. The OIGIS Allowance will increase at the same rate of increase applied to general salary increases each year, as follows:
- a. \$1,317 per annum, from the first full pay period after 1 March 2024.
  - b. \$1,367 per annum, from the first full pay period after 1 March 2025.
  - c. \$1,413 per annum, from the first full pay period after 1 March 2026.
65. The additional payment does not form part of an employee's base rate of pay and will not count for superannuation purposes unless the relevant superannuation fund rules require otherwise. The allowance will be calculated and paid fortnightly in the OIGS fortnightly pay cycle.
66. OIGIS staff who have taken Personal Leave Without Pay will not normally be eligible to be paid the OIGIS Allowance for the duration of leave without pay.

## Restriction Allowance

67. There may be a requirement for an employee to be contactable and to be available to perform extra duties outside of the bandwidth. In such circumstances and when they meet the eligibility requirements as set out in the Restriction Allowance Policy, relevant employees will be paid a restriction allowance.

68. Restriction allowance will be paid at the same rate to all employees when they meet the eligibility requirements as set out in the Restriction Allowance Policy.

69. The rate of payment for restriction allowance will be \$6.50 per hour, in place for the duration of this agreement.

70. The restriction allowance will be payable outside of business hours and apply for 16.5 hours on week days, 24 hours on weekends, public holidays and during Christmas closedown.

71. Staff who are required to perform additional duties will be compensated through the provision of flex-time or TOIL.

*Table 1: Flex-time and TOIL accrual ratios for staff on restriction responding to call-outs.*

<b>Callout Day</b>	<b>Flex/TOIL ratio</b>	<b>Minimum Flex/TOIL credited (handled from home)*</b>	<b>Minimum Flex/TOIL credited (requiring attendance at office)</b>
Monday – Friday (outside of standard work hours)	1:1.5	1 hour	3 hours
Saturday (any time)	1:1.5	1 hour	3 hours
Sunday / Public Holidays (any time)	1:2	1 hour	3 hours

\* Note: this does not include acknowledging secure area opening or closing messages

## Skills and Responsibilities Loading

72. The Inspector-General may authorise an additional payment to an employee who is directed to undertake a task over and above normal duties or is at the maximum pay point of their classification and the employee provides additional skills in excess of the relevant work level standards.

73. The loading may be applied at the Inspector-General's discretion, if in the judgment of the Inspector-General, the employee brings a significantly higher degree of skill, expertise or experience to a position than would normally be expected, or fills a position which is either extremely complex or difficult, or has demands beyond those which would normally be expected of an employee paid within the relevant salary range and performing the duties of the position. The additional payment does not form part of an employee's base rate of pay and will not count for superannuation purposes unless the relevant superannuation fund rules require otherwise.

## **Motor Vehicle Allowance**

74. The Inspector-General may authorise an employee to use a private vehicle at the employee's expense for official purposes, where the Inspector-General considers that it will result in greater efficiency or involve less expense for OIGIS.

75. The employee, if authorised accordingly, may receive a Motor Vehicle Allowance. Motor Vehicle Allowance will be paid at the rate of the most recent relevant Australian Taxation Office Determination.

76. Any allowance shall not exceed the amount that would have been payable to transport the employee by the most efficient means.

## **Reimbursement for Loss or Damage**

77. The Inspector-General may approve reimbursement to an employee for loss or damage to clothing and/or personal effects, where the Inspector-General considers that the loss or damage:

- a. occurred while the employee was protecting Commonwealth property from loss or damage;
- b. was caused by a fault or defect in goods or other property belonging to the Commonwealth;
- c. resulted from an act or omission by a Commonwealth employee (other than by the employee claiming reimbursement); or
- d. in the circumstances, may reasonably be regarded as having occurred in the course of the employee's duties.

78. If approval is given, the amount to be reimbursed is the amount that the Inspector-General considers to be reasonable for the loss or damage.

79. To claim reimbursement for loss or damage, the employee should make a written submission to the Inspector-General stating how the damage occurred, seeking reimbursement and attaching relevant receipts.

## **Workplace responsibility allowances**

80. A workplace responsibility allowance will be paid where the Inspector-General has appointed or elected an employee to one of the following roles;

- 80.1. First Aid Officer
- 80.2. Health and Safety Representative;
- 80.3. Emergency Warden;
- 80.4. Harassment Contact Officer; or
- 80.5. Mental Health First Aid Officer

81. An employee is not to receive more than one workplace responsibility allowance unless approved by the Inspector-General due to operational or organisational requirements.

82. The Workplace Responsibility Allowance will increase at the same rate of increase applied to general salary increases each year, as follows:

82.1. \$30.51 per fortnight from commencement of the agreement.

82.2. \$31.67 per fortnight from 13 March 2025.

82.3. \$32.75 per fortnight from 12 March 2026.

83. The full allowance is payable regardless of flexible work and part-time arrangements.

84. An employee's physical availability to undertake the role will be considered by the Inspector-General when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

85. 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.

## Community language allowance

86. A community language allowance will be paid where the Inspector-General 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 Inspector-General.

87. The allowance is paid in accordance with the employee's level of competency. Further information is available in policy.

*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 Inspector-General, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
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 Inspector-General.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

## **Section 4: Classifications and broadbands**

### **Work Level Standards**

92. 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

93. The Inspector-General may engage an ongoing employee, non-ongoing employee, casual employee, full-time employee or part-time employee as defined in the definitions section.

### Job security

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

94. The APS is a career-based public service. In making engagement decisions, the Inspector-General recognises that the usual basis for engagement is as an ongoing APS employee.

#### *Reporting*

95. Where an OIGIS consultative committee is in place, the Inspector-General will report to the consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the Inspector-General.

#### *Pathways to permanency*

96. The Inspector-General and the APS will comply with the casual conversion provision of the FW Act. In addition, the Inspector-General 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 and intermittent) employment

97. A casual (irregular and intermittent) employee is defined in the definitions section.

98. A decision to expand the use of casual employees is subject to clause 346 – clause 367 of this agreement.

99. The Inspector-General will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.

100. 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.

101. 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.

102. 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.

103. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

104. A non-ongoing employee is defined in the definitions section.

105. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

105.1. personal/carer's leave accrual at clause 192; and

105.2. redundancy provisions at clause 394 – clause 437 subject to clause 98.

106. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 394 – clause 437 will apply.

107. If the redundancy provisions apply to an employee under clause 99 the agency must adhere to the consultation requirements at clause 346 – clause 367.

## **Working hours**

108. Ordinary hours of work for full-time employees are 37.5 hours per week. This equates to a standard day of 7 hours and 30 minutes.

109. Managers and employees are mutually responsible for discussing a regular pattern of hours and workload requirements, to achieve organisational priorities and support individual and team wellbeing.

110. The span of hours during which an employee may work their ordinary hours is 7am to 7pm Monday to Friday. Employees may vary their work pattern within the 7am to 7pm span of hours Monday to Friday, as agreed with their manager.

111. An employee at or below the APS 6 level (OIGIS Bands 1 and 2) must record their attendance on the timekeeping system.

112. Employees will not be required to work for more than 10 hours on any one day. Employees should take a minimum meal break of 30 minutes after working continuously for a 5 hour period, except when the hours worked on that day are 6 hours or less and the employee has requested to work beyond the 5 hour period.

113. Standard attendance hours are 7 hours and 30 minutes from 8.30am to 12.30pm and 1.30pm to 5.00pm Monday to Friday. Standard attendance hours will apply:

- a. if an employee and their supervisor cannot agree on a pattern of hours; or
- b. if an employee's supervisor considers that the employee's attendance is unsatisfactory or that the employee is misusing flex time.

114. Employees who are going to be absent or later than usual must advise their manager as soon as practicable, ideally within two hours of their usual starting time.



115. Where an employee’s absence from work is unauthorised, the absence will be unpaid and will not count as service for any purpose, unless otherwise required by law.

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

116. Employees at or below the APS 6 level (OIGIS Bands 1 and 2), including part-time employees can use flex time. Details can be found in the relevant OIGIS policy for Attendance and Working Arrangements.

117. A flex time settlement period is a period of 4 weeks. A maximum flex time credit of 37.5 hours (one standard week) can be accumulated and carried over from one flex time settlement period to the next. Flex credits in excess of 25 hours may be paid out once per financial year at the employee’s hourly rate of pay.

118. A maximum of 10 hours debit can be accumulated and carried over from one flex time settlement period to the next. Employees who accumulate a debit in excess of 10 hours have 2 flex time settlement periods to reduce the debit. If the debit is not reduced at the end of 2 flex time settlement periods the excess debit is treated as leave without pay and deducted from the employee’s salary.

119. If an employee has a flex debit upon leaving OIGIS the debit will be treated as leave without pay and deducted from the employee’s final salary, subject to the requirements of the FW Act. Flex credits less than 25 hours will not be paid out upon leaving OIGIS.

120. An APS level 6 or below employee who is required to work outside their ordinary span of hours or on a public holiday is eligible to receive additional flex time credits.

121. Flex credits for additional duties will be granted at a minimum 1:1 basis, or at a higher rate as set out below or determined by the Inspector-General.

*Table 3: Flex-time accrual ratios*

<b>Days</b>	<b>Minimum flex-time ratio</b>
Monday – Friday (non-travel)	1:1.5
Monday – Friday (travel)	1:1
Saturday	1:1.5
Sunday / Public Holidays	1:2

### **Executive Level Time off in Lieu (EL TOIL)**

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

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

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

## **Flexible working arrangements**

129. The Inspector-General, employees and their union recognise:

129.1. 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;

129.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

129.3. 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;

129.4. that flexibility applies to all roles in the OIGIS, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and

129.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

130. The Inspector-General is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the OIGIS at all levels. This may include developing and implementing strategies through an OIGIS consultative committee.

131. 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*

132. The following provisions do not diminish an employee's entitlement under the NES.

133. An employee may make a request for a formal flexible working arrangement.

134. The request must:

134.1. be in writing;

134.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and

- 134.3. 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 FW Act.
135. The Inspector-General must provide a written response to a request within 21 days of receiving the request.
136. The response must:
  - 136.1. state that the Inspector-General approves the request and provide the relevant detail in clause 131; or
  - 136.2. if following discussion between the OIGIS and the employee, the agency 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
  - 136.3. state that the Inspector-General refuses the request and include the following matters;
    - 136.3.1. details of the reasons for the refusal; and
    - 136.3.2. set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 136.3.3. either:
      - 136.3.3.1. 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
      - 136.3.3.2. state that there are no such changes; and
    - 136.3.4. 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 FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
137. Where the Inspector-General approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
  - 137.1. any security and work health and safety requirements;
  - 137.2. a review date (subject to clause 141); and
  - 137.3. the costs of establishing the flexible working arrangement.

138. The Inspector-General may refuse to approve the request only if:
- 138.1. the OIGIS has discussed the request with the employee; and
  - 138.2. the OIGIS 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
  - 138.3. the OIGIS and the employee have not reached such an agreement; and
  - 138.4. the OIGIS has had regard to the consequences of the refusal for the employee; and
  - 138.5. the refusal is on reasonable business grounds.
139. Reasonable business grounds include, but are not limited to:
- 139.1. the new working arrangements requested would be too costly for the OIGIS;
  - 139.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 139.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 139.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 139.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 139.6. 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.
140. For First Nations employees, the OIGIS must consider connection to country and cultural obligations in responding to requests for altering the location of work.
141. Approved flexible working arrangements will be reviewed by the Inspector-General 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*

142. An employee may request to vary an approved flexible working arrangement in accordance with clause 134. An employee may request to pause or terminate an approved flexible working arrangement.
143. The Inspector-General may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 144.
144. The Inspector-General 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.

145. Prior to varying, pausing or terminating the arrangement under clause 144, the Inspector-General must have:

- 145.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- 145.2. 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);
- 145.3. had regard to the consequences of the variation, pause or termination for the employee;
- 145.4. ensured the variation, pause or termination is on reasonable business grounds; and
- 145.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 136.3.

#### *Working from home*

146. The Inspector-General 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.

147. The OIGIS may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.

148. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.

149. The OIGIS will provide employees with guidance on working from home safely.

150. Employees will not be required by the Inspector-General 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, the Inspector-General will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

151. 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.

152. Employees should, where practicable, make the request in writing and provide as much notice as possible.

153. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clause 132 - clause 141.

154. The Inspector-General 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.

155. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Inspector-General should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

### **Part-time work**

157. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.

158. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

### **Christmas closedown**

159. The OIGIS will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.

160. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).

161. There will be no deduction from annual or personal/carer's leave credits for the closedown days.

162. Any decision to re-open OIGIS during the Christmas/New Year period shall be wholly at the discretion of the Inspector-General.

163. Employees may be reimbursed for reasonable costs not recoverable from other sources incurred as a result of being recalled to duty over the Christmas closedown. Further details can be found in the OIGIS Attendance and Flexible Working Arrangements policy.

164. An APS level employee who is required to work on any of those working days referred to in clause 165 below will receive flex-time credits as established in clause 116 – clause 121. Further details are available in the relevant OIGIS Attendance and Flexible Working Arrangements policy. An Executive Level employee will receive an equivalent period of TOIL.

## Public Holidays

165. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

165.1. 1 January (New Year's Day);

165.2. 26 January (Australia Day);

165.3. Good Friday and the following Monday;

165.4. 25 April (Anzac Day);

165.5. 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);

165.6. 25 December (Christmas Day);

165.7. 26 December (Boxing Day); and

165.8. 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.

166. 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.

167. The Inspector-General 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.

168. The Inspector-General 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.

169. 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.

170. 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.)

171. 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 165.1 - clause 165.8.

172. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

173. 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 Inspector-General 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

### Annual leave

174. A full-time employee is entitled to 4 weeks (20 days) leave per year of service, accruing daily, credited at least monthly.
175. Annual leave accrues on a pro-rata basis for part-time employees.
176. Annual leave counts as service for all purposes.
177. The taking of annual leave is subject to approval by the Inspector-General.
178. If more than 30 days leave that is not to count as service for any purpose is taken in a calendar year that whole period of leave will not count towards accrual of annual leave.
179. Employees may apply to take their annual leave on half pay. Annual leave credits will only be deducted at half the duration. Requests for leave on half pay will be considered on a case-by-case basis, taking into account the operational needs of the work area. Unless approved by the IGIS, annual leave may not be taken at half pay, where the employee has an excessive leave balance.
180. An employee with more than 12 weeks annual leave credit may be directed to take annual leave or enter into a managed leave plan. An employee will not be directed to take more than 25% of their annual leave credit at the time of the direction.
181. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
182. Employees will receive payment in lieu of any untaken annual leave on separation from the APS.

### *Cashing Out of Annual Leave*

183. Once per financial year, an employee may make a written election to cash out up to 2 weeks of their accrued annual leave entitlement, provided that:
- 183.1. the employee has taken at least 2 weeks annual leave in the 12-month period immediately preceding the election; and
  - 183.2. the employee's remaining accrued annual leave entitlement, after the election, will be 4 weeks or more
184. If the Inspector-General approves the employee's request to cash out an accrued annual leave entitlement, the Inspector-General and the employee will make an agreement in writing to that effect.
185. The Inspector-General will pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has been cashed out.

### Purchased leave

186. Employees may apply to purchase one or more additional weeks of leave per year, up to a maximum of 8 weeks, subject to approval by the Inspector-General.

187. The employee will have an amount deducted from their annual pre-tax salary, on a fortnightly basis, dependent on the amount of leave purchased.
188. Purchased leave counts as service for all purposes. Salary for superannuation purposes continues to be the employee's salary as if the employee had not purchased leave.
189. Purchased leave is to be taken within 12 months from the date it is approved.
190. Purchased leave may be taken as a single day on an ad-hoc basis by the employee, with consideration of the requirements of the work area.
191. Purchased leave cannot be accessed by an employee on a regular or systematic basis and may not be used to replace a genuine part-time employment arrangement.

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

### *Entitlement to personal/carer's leave*

192. A full-time employee is entitled to 18 days paid leave per annum (pro-rata for part-time employees).
193. Leave at half pay may be approved by the Inspector-General.

### *Accrual of personal/carer's leave*

194. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. In subsequent years, the employee's leave will accrue daily, credited at least monthly. This is to be implemented by 1 January 2026.
195. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period and is 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.
196. 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 carer's leave per occasion, consistent with the NES.

### *Transitional arrangements*

197. Where an employee:
- a. has, or cares for someone with, a chronic condition or other ongoing illness; or
  - b. is recovering from surgery; or
  - c. is pregnant; or
  - d. is returning from parental leave or has a child commencing day care;
- and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the Inspector-General will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

### *Usage*

198. Personal/carer's leave is to be used:
- a. due to personal illness or injury;
  - b. to attend appointments with a registered health practitioner;
  - c. to manage a chronic condition;
  - d. to provide care or support for a family or household member or a person they have caring responsibilities for; because:
    - i. of a personal illness or injury affecting the person; and
    - ii. of an unexpected emergency affecting the other person.

### **Carers**

199. 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; or
  - e. are a child, not limited to a child of the employee.

### **Evidence**

200. Evidence may be requested after:
- a. more than 3 consecutive days; and
  - b. more than 8 days without evidence in a calendar year.
201. Acceptable evidence includes:
- a. a certificate from a registered health practitioner;
  - b. a statutory declaration; or
  - c. another form of evidence approved by the Inspector-General.
202. 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**

203. Where an employee moves into the OIGIS 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.
204. Where an employee is engaged in the OIGIS 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.

205. Where an employee is engaged as an ongoing employee in the OIGIS, 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 separation) and personal/carer's leave will be recognised.

206. 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.

207. Where an employee is engaged as an ongoing employee in the OIGIS, 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 204), the Inspector General will recognise any unused accrued personal/carer's leave at the employee's request. The Inspector General will advise the employee of their ability to make this request.

208. Where an employee is engaged as an ongoing employee in the OIGIS, and immediately prior to the engagement the person was employed by a State or Territory Government, the Inspector-General may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

209. For the purposes of this provision, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Re-crediting of leave**

210. When an employee is on:

210.1. annual leave;

210.2. purchased leave;

210.3. defence reservist leave;

210.4. First Nations ceremonial leave;

210.5. NAIDOC leave;

210.6. cultural leave; or

210.7. long service leave; and

becomes eligible for, under legislation or this agreement:

210.8. personal/carer's leave; or

210.9. compassionate or bereavement leave; or

210.10. leave for jury duty; or

210.11. emergency services leave; or

210.12. leave to attend to family and domestic violence circumstances; or

210.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave

the affected period of leave will be re-credited.

211. 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.

212. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **Long service leave**

213. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

214. 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 at clause 210 – clause 212 of this agreement.

## **Miscellaneous leave**

215. An employee may apply for miscellaneous leave with or without pay, for a purpose not provided for elsewhere. Casual employees may be granted paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

216. Requests for miscellaneous leave will be considered by the Inspector-General on a case-by-case basis taking into account the circumstances, including:

- a. the nature of the request;
- b. the amount of time requested; and
- c. the operational needs of the work area.

217. Further details are available in the relevant OIGIS Human Resources Policy.

## **Cultural, ceremonial and NAIDOC leave**

### *NAIDOC leave*

218. First Nations employees may access up to one day per annum, of paid leave, to participate in NAIDOC week activities.

219. NAIDOC leave can be taken in part days.

### *First Nations ceremonial leave*

220. First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

221. The Inspector-General may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

222. First Nations ceremonial Leave can be taken as part days.

223. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

#### *Cultural leave*

224. The Inspector-General may grant up to 3 days of paid leave per annum for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

225. The Inspector-General may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

226. Cultural leave can be taken as part days.

227. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 221.

### **Parental leave**

228. A primary caregiver, secondary caregiver and the ML Act are defined in the definitions section.

229. 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.

230. 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.

231. 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*

232. An employee is entitled to parental leave with pay as per clause 234 and clause 235 below 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.

233. Employees newly engaged in the agency or who have moved to the OIGIS from another APS agency are eligible for the paid parental leave in clause 234 and clause 235 where such paid leave had not already been provided by another APS 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 or APS employer is less than the limits specified in clause 234 and clause 235, the balance is available to the employee.

234. 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 4** below.

*Table 4: 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

235. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 5** below.

*Table 5: 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
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

236. **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.

237. **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.

238. **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*

239. 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:

- 239.1. is under 16 as at the day (or expected day) of placement;
- 239.2. 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
- 239.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

240. 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*

241. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

242. A stillborn child is a child:

- 242.1. who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
- 242.2. who has not breathed since delivery; and
- 242.3. whose heart has not beaten since delivery.

### *Pregnancy loss leave*

243. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's 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.

244. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

### *Premature birth leave*

245. 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*

246. 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 245 until after the legislated paid maternity leave is used.



## **Compassionate leave**

247. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 247.1. a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 247.2. the employee or their spouse/partner has a miscarriage.
248. An employee may be asked to provide evidence to support their absences on compassionate leave.
249. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days.
250. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

251. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 251.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
  - 251.2. a child is stillborn, where the child was a member of their family (including a member of their household).
252. An employee may be asked to provide evidence to support their absences on bereavement leave.
253. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days.
254. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

255. 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:
- 255.1. the time engaged in the activity;
  - 255.2. reasonable travelling time; and
  - 255.3. reasonable recovery time.
256. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave per year if required. The Inspector-General may provide additional emergency response leave with pay. The full rate of pay is to be applied as if the employee was at work.
257. Paid leave may be refused where the employee's role is essential to the OIGIS response to the emergency.

258. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

259. The Inspector-General may approve reasonable paid or unpaid leave for ceremonial duties and training.

260. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

261. 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.

262. 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.

262.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.

263. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

264. 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 the OIGIS for the period of absence. This will be administered in accordance with the overpayment clause.

## **Volunteer leave**

265. An employee may apply for one day's paid leave per calendar year to perform voluntary work for a not-for-profit community organisation. The timing of the leave should be agreed to by the employee's supervisor and supporting evidence must be provided in relation to the voluntary work to be performed. Further details are available in the relevant OIGIS Human Resources Policy.

## **Defence reservist leave**

266. The Inspector-General will give an employee leave with or without pay to undertake:

266.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and

266.2. Australian Defence Force Cadet obligations

267. An employee who is a Defence Reservist can take leave with pay for:

267.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees);  
and

267.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

268. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

269. 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.

270. In addition to the entitlement at clause 267, 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.

271. Paid defence reservist leave counts for service.

272. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

273. Unpaid leave taken over 6 months counts as service, except for annual leave.

274. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

### **Defence service sick leave**

275. 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:

275.1. warlike service; or

275.2. non-warlike service

276. An eligible employee can receive 2 types of credits:

276.1. an initial credit of 9 weeks (45 days) defence service sick leave (applied pro-rata for part-time employees) which is applied at the later of the following two dates;

276.1.1. the date they start employment with the APS;

276.1.2. the date DVA certifies the condition; and

276.2. an annual credit of 3 weeks (15 days) defence service sick leave, (pro-rata for part-time employees) applied on the anniversary of date the initial grant was approved.

277. An employee can use their defence sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

278. Unused annual credits can be built up to nine weeks.

279. An employee cannot use annual credits until the initial credit is exhausted.

280. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

281. 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.

282. An employee who is not covered under clause 281, 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 the OIGIS.

283. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Inspector-General 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.

284. The Inspector-General 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

285. 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.

286. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

287. The OIGIS will offer annual influenza vaccinations to all employees at no cost.

288. Where the Inspector-General 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

289. Employees, their 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 the Inspector-General and will be accessible on paid time.

### Respect at work

#### *Principles*

290. The Inspector-General values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Inspector-General recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.

291. The Inspector-General recognises that 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*

292. The OIGIS will consult with employees and their unions and/or other representatives 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

293. The OIGIS will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

294. The OIGIS recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

295. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.

296. 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:

- 296.1. illness or injury affecting the employee resulting from family and domestic violence;
- 296.2. providing care or support to a family member (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;
- 296.3. providing care or support to a family member (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;
- 296.4. making arrangements for the employee's safety, or the safety of a close relative;
- 296.5. accessing alternative accommodation;
- 296.6. accessing police services;
- 296.7. attending court hearings;
- 296.8. attending counselling; and
- 296.9. attending appointments with medical, financial or legal professionals.

297. 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.

298. 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.

299. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.

300. 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.

301. 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.

302. Evidence may be requested to support the Inspector-General 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 the Inspector-General will require, unless the employee chooses to provide another form of evidence.

303. 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.

304. The OIGIS will take all reasonable measures to treat information relating to family and domestic violence confidentially. The OIGIS will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the OIGIS may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.

305. Where the OIGIS needs to disclose confidential information for purposes identified in clause 304, where it is possible the OIGIS will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.

306. The OIGIS 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.

307. Other available support to an employee may include, but is not limited to, flexible working arrangements, additional access to Employee Assistance Program (EAP), changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.

308. The OIGIS will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.

309. Further information about leave and other support available to employees affected by family and domestic violence may be found in the relevant OIGIS HR policy.

## **Integrity in the APS**

310. The Inspector-General understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or OIGIS decisions.

311. 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.

312. Employees can, during their ordinary work hours, take time to:

312.1. 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

312.2. attend Inspector-General mandated training about integrity.

## **First Nations cultural competency training**

313. The Inspector-General 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.

314. 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**

315. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

316. The Inspector-General will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 317. In considering whether a space is appropriate, an agency should consider whether:

316.1. there is access to refrigeration;

316.2. the space is lockable; and

316.3. there are facilities needed for expressing such as appropriate seating.

317. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

318. The Inspector-General will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

319. 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.

320. Further information is available in relevant OIGIS Human Resources policy.

## **Disaster support**

321. 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, the Inspector-General will consider flexible working arrangements to assist the employee to perform their work.

322. Where flexible working arrangements are not appropriate, the Inspector-General 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.



323. In considering what period of leave is appropriate, the Inspector-General 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

324. The Inspector-General is committed to enabling the continuous performance improvement and professional development of all employees, in order to support the OIGIS in better performing its functions.

325. The OIGIS performance management framework adopts a strengths-based approach that seeks to facilitate and positively reinforce performance through providing impactful performance feedback. It is embedded on principles of equity, transparency and procedural fairness.

326. All OIGIS employees are required to participate in performance review discussions with their supervisor as part of the OIGIS performance management cycle. This includes the establishment of performance agreements that set clear performance expectations for the year ahead and outline key expected behaviours, goals and deliverables.

327. The purpose of OIGIS performance agreements is to:

- a. ensure that every employee has a clear understanding of their role and responsibilities,
- b. set performance expectation that are clearly articulated and align with the OIGIS People Capability Framework and relevant Integrated Leadership System (ILS) capability expectations,
- c. facilitate opportunities for employees to formally engage with their supervisor regarding their performance,
- d. identify and enable development opportunities to maximise performance and foster ongoing professional development,
- e. recognise the knowledge, skills and abilities of employees, including enabling the recognition of high performance, and
- f. ensure a structure for managing underperformance is in place.

328. Details about the performance management process can be found in the OIGIS performance management policy. This includes the responsibilities, rights and obligations of employees and supervisors, and information regarding the management of underperformance issues.

### Workloads

329. The Inspector-General 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 to be worked by some employees, this should be regarded as the exception rather than the rule.

330. When determining workloads for an employee or group of employees, the Inspector-General will consider the need for employees to strike a balance between their work and personal life.

331. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Inspector-General 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**

332. The Inspector-General aims to provide learning and development opportunities appropriate to the needs of each employee and the OIGIS.

333. Should an employee undertake a formal course of studies that has been approved by the Inspector-General, they may apply for study leave and for the provision of financial studies assistance. The amount of study leave and financial studies assistance payable (if any) will be at the discretion of the Inspector-General.

### *Financial Reimbursement*

334. Eligible employees may apply for reimbursement for course fees of up to \$3,500 per semester or academic period, to a limit of \$7,000 per year. Financial reimbursement is available for course fees only; reimbursement will not be provided for student union fees, materials or texts, or loan fees.

334.1. At the conclusion of the approved unit of study, employees who were approved to receive financial support must forward the approval form to the OIGIS Finance team with a request for processing. The request must be supported by:

334.1.1. a copy of the employee's academic results indicating their successful completion of the relevant course/units and achievement of any criteria specified by the delegate; and

334.1.2. a payment receipt (for employees paying upfront fees).

### *Study Leave*

335. Eligible employees may be granted study leave of up to six hours per week for the duration of the approved unit of study (semester). The use of this leave can be administered flexibly, as negotiated by the employee and their supervisor. The leave may, for example, be taken as part-days over the semester, whole days to attend examinations, or in intensive blocks for activities such as summer schools.

336. Further information is available in the OIGIS Study Assistance Policy.

## Section 9: Travel and location-based conditions

### Travel Assistance for Official Business

337. When travelling for official business, the OIGIS will meet reasonable travel expenses. When determining the maximum reasonable cost of travel expenses, the Inspector-General will have regard to the rates specified in the relevant Australian Taxation Office determination.

338. The actual cost of travel expenses will, wherever practicable, be paid using a corporate credit card issued to the employee. In extenuating circumstances, for example where the use of a corporate credit card is not possible, the Inspector-General may authorise the payment of travel allowance at the rates specified in the relevant Australian Taxation Office determination to the employee who will then pay from those funds.

339. The Inspector-General may authorise the payment of an employee's airline lounge membership, at the Inspector-General's discretion.

340. Where the Inspector-General has decided not to authorise the payment of an employee's airline lounge membership, the employee may purchase an airline lounge membership at a discounted corporate rate (if any) negotiated with OIGIS' domestic travel provider.

341. Frequent flyer points accumulated as a result of travel on official business can only be used for official business purposes and not private purposes.

### Relocation assistance

342. Where an existing employee is required to relocate at the request of the Inspector-General (such as a promotion), 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.

343. Where an employee is required to relocate on engagement with the OIGIS, the employee will be provided with financial relocation assistance.

344. Reasonable expenses associated with the relocation include:

- 344.1. the cost of transport of the employee, dependants and partner by the most economical means;
- 344.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
- 344.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- 344.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

345. Additional relocation assistance may be considered at Inspector-General's discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### *Principles*

346. 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.
347. The Inspector-General recognises:
- 347.1. the importance of inclusive and respectful consultative arrangements;
  - 347.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 347.3. 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;
  - 347.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 347.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
348. Genuine and effective consultation involves:
- 348.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 348.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 348.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 348.4. 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*

349. Consultation is required in relation to:
- 349.1. changes to work practices which materially alter how an employee carries out their work;
  - 349.2. changes to, or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 349.3. major change that is likely to have a significant impact on employees;
- 349.4. implementation of decisions that significantly impact on employees;
- 349.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement; and
- 349.6. other workplace matters that are likely to significantly or materially impact employees.

350. The Inspector-General, employees and 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 OIGIS. In these circumstances, consultation regarding the implementation of the decision will occur as early as reasonably practicable.

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

351. This clause applies if the Inspector-General:

- 351.1. 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
- 351.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

352. 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.

353. The Inspector-General must recognise the representative if:

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

*Major change*

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

- 354.1. the termination of the employment of employees; or
- 354.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 354.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 354.4. the alteration of hours of work; or
- 354.5. the need to retrain employees; or

354.6. the need to relocate employees to another workplace; or

354.7. the restructuring of jobs.

355. The following additional consultation requirements in clause 356 - clause 359 apply to a proposal to introduce a major change referred to in clause 354.

356. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 350.

357. Where practicable, an OIGIS 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.

358. The Inspector-General must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

359. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 354, the Inspector-General must:

359.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:

359.1.1. the proposed introduction of the change; and

359.1.1.1. the effect the proposed change is likely to have on the employees; and

359.1.1.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

359.1.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:

359.1.2.1. all relevant information about the proposed change, including the nature of the change proposed; and

359.1.2.2. information about the expected effects of the proposed change on the employees, and;

359.1.2.3. any other matters likely to affect the employees.

360. The OIGIS 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.

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

362. 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 OIGIS, the requirements set out in clause 354 - clause 359 are taken not to apply.

### *Change to regular roster or ordinary hours of work*

363. The following additional consultation requirements in clause 364 - clause 365 apply to a proposal to introduce a change referred to in clause 349.5.

364. The Inspector-General must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

365. As soon as practicable after proposing to introduce the change, the Inspector-General must:

365.1. discuss with employees and the relevant union(s) and/or other recognised representatives:

365.1.1. the proposed introduction of a change; and

365.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives;

365.2.1. all relevant information about the proposed change, including the nature of the proposed change; and

365.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

365.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

365.3. 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).

366. However, the Inspector-General is not required to disclose information they would be authorised to protect under s.34 of the IGIS Act, confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

367. The Inspector-General 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*

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

## **Agency consultative committee**

369. The Inspector-General may establish an agency consultative committee to discuss relevant workplace matters.

370. The OIGIS consultative committees 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**

371. The Inspector-General 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**

372. If a dispute relates to:

372.1. a matter arising under the agreement; or

371.1 the National Employment Standards;

this section sets out procedures to settle the dispute.

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

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

375. 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.

376. 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 375 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

377.1. 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

377.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

377.2.1. arbitrate the dispute; and

377.2.2. 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 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.*

378. While the parties are attempting to resolve the dispute using the procedures in this term:
- 378.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the OIGIS that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 378.2. subject to 378.1, 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:
    - 378.2.1. the work is not safe; or
    - 378.2.2. applicable work health and safety legislation would not permit the work to be performed; or
    - 378.2.3. the work is not appropriate for the employee to perform; or
    - 378.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

380. Any disputes arising under the *OIGIS Enterprise Agreement 2020-2023* or the National Employment Standards that were formally notified 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*

381. Where the provisions of clause 371 – clause 376 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 376, 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 376.

### **Delegates' rights**

382. 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.

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

384. The Inspector-General and union delegates will work together respectfully and collaboratively.

*Supporting the role of union delegates*

385. The Inspector-General respects the role of union delegates to:
- 385.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 385.2. consult with other delegates and union officials, and get advice and assistance from union officials;
  - 385.3. represent the interests of members to the employer and industrial tribunals; and
  - 385.4. represent members at relevant union forums, consultative committees or bargaining.
386. The Inspector-General 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.
387. 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.
388. To support the role of union delegates, the OIGIS will, subject to legislative and operational requirements, including privacy and security requirements:
- 388.1. 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;
  - 388.2. 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;
  - 388.3. 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.
  - 388.4. provide access to new employees as part of induction; and
  - 388.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
389. 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 Inspector-General before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

# Section 11: Separation and retention

## Resignation

390. An employee may resign from their employment by giving the Inspector-General at least 14 calendar days' notice.

391. At the instigation of the Inspector-General, 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.

392. The Inspector-General has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

## Payment on death of an employee

393. When an employee dies, or the Inspector-General has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Inspector-General must authorise payments to the partner, dependants or legal representative of the former employee, 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, those amounts. 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

### Application

394. The following provisions will apply to excess or potentially excess employees, other than non-going employees or employees on probation.

### Identification

395. Where the Inspector-General becomes aware that an employee is likely to become excess or has become excess, the Inspector-General will advise the employee in writing, as soon as is practicable, of the reasons for this decision.

396. Within 30 calendar days of notification, the Inspector-General will hold discussions with the employee, and where they choose, the employee's nominated representative (if applicable), to consider:

- 396.1. any measures that could be taken to remove or reduce the incidence of an employee becoming excess;
- 396.2. redeployment opportunities;
- 396.3. referral to a redeployment programme; and
- 396.4. whether voluntary redundancy, redeployment or re-assignment of duties may be appropriate.

397. Where an employee has been notified that they are potentially excess, and the employee (or where they choose, the employee's nominated representative) has declined to participate in the consultation process, i.e. to discuss the issue, the Inspector-General may immediately identify the employee as excess to the requirements of OIGIS.

398. Where an employee has not expressed a preference during the consultation process in relation to whether they prefer redeployment or voluntary redundancy, the Inspector-General may identify the employee as excess to the requirements of OIGIS 30 calendar days after the employee was notified that they are potentially excess.

399. Where, during the consultation process, an employee has expressed an interest in redeployment or reassignment of duties, then the Inspector-General may immediately identify the employee as excess to the requirements of OIGIS and the process outlined under clause 403 - clause 407 may apply.

400. Where, during the consultation process, an employee has expressed an interest in voluntary redundancy, then the Inspector-General may immediately identify the employee as excess to the requirements of OIGIS and the process under clause 408 - clause 409 may apply.

#### **Invitation to Express Interest in Voluntary Redundancy**

401. The Inspector-General may, prior to the conclusion of these discussions, invite the employees who are not potentially excess to express interest in voluntary redundancy, where this would permit the redeployment of employees who are potentially excess.

402. Any invitation made by the Inspector-General under clause 399 of this agreement is not an offer of a voluntary redundancy for a particular employee.

#### **Redeployment and Re-Assignment of Duties**

403. Within a reasonable time frame, the Inspector-General will take all reasonable steps, consistent with the interests of the efficient administration of OIGIS, including merit based selection, to re-assign the duties of an excess employee at the same level, within OIGIS, or to assist in the movement of an employee to another APS agency.

404. The Inspector-General will consider an excess employee in isolation from and not in competition with other applicants for an advertised job in OIGIS at or below the employee's classification level for which the employee has applied.

405. Those employees seeking redeployment may be referred to a redeployment programme, if redeployment is not readily available within OIGIS. Any costs associated with this will be borne by OIGIS.

406. An excess employee who declines an offer of voluntary redundancy or does not accept the offer within the 30 day period will be immediately referred to a redeployment programme, unless the employee was referred prior to receiving the offer. The employee's retention period will commence in accordance with the provisions set out in clause 424 – clause 432 that outline the commencement of the retention period.

407. If an employee has been referred to a redeployment programme before being offered voluntary redundancy, the employee must be offered voluntary redundancy 2 months after the referral if the redeployment is not successful.

#### **Voluntary Redundancy**

408. An employee who has been advised that they are excess and who is not seeking redeployment will be made only one offer of voluntary redundancy in respect of any single redundancy situation, and will be given 30 days in which to consider the offer commencing on the day after the offer is made.

409. Where an offer of voluntary redundancy is accepted by the employee, the Inspector-General can terminate the employee's employment under section 29 of the PS Act and give the required notice of termination of 4 weeks (or 5 weeks for an employee over 45 years of age with at least 2 years of continuous service). The period of notice will commence the day after the employee is notified of their termination of employment.

### **Accelerated Separation**

410. The Inspector-General may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and whose employment is terminated by the Inspector-General under section 29 of the PS Act on the grounds that they are excess to requirements within 14 days of receiving it, an amount of 10 weeks salary (or 11 weeks salary for an employee 45 years of age with a least 2 years continuous service). The payments made under this clause are inclusive of the period of consideration and any statutory entitlement to payment in lieu of notice.

411. This option is available to employees who exit from OIGIS prior to the commencement of any formal consultation with employees and, where they choose, their nominated representatives, noting that at any time, the employee may nominate a representative they wish to be involved in this matter, in which case the Inspector-General will hold discussion with the employee and their representative.

412. Where an employee has elected not to accept an offer under this option, the Redundancy provisions of this Agreement will then apply.

413. Where an employee requests or where the Inspector-General directs an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the PS Act on that date. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:

- a. the employee's current ordinary hours of work,
- b. the amounts payable to the employee in respect of those hours, eg: allowances and Skills and Responsibilities Loading, and
- c. any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

### **Where an offer of Voluntary Redundancy has been accepted**

414. When an employee is invited to accept voluntary redundancy, or has been notified in writing that they are potentially excess, they will be given information on the:

- a. amount of their severance pay, pay in lieu of notice and the balance of any annual leave and Long Service Leave credits;
- b. amount of accumulated superannuation contributions;
- c. options available to the employee concerning their superannuation;
- d. taxation rules applying to the various payments; and
- e. access to career advisory services and any financial assistance which will be available to access such services.

415. In the circumstances outlined in clause 414, the Inspector-General will reimburse the employee up to \$500 for professional financial advice. Where the Inspector-General judges it appropriate, they may reimburse in excess of \$500 for professional financial advice.

## Redundancy Benefit – Recognition of Service

416. An employee who accepts voluntary redundancy and whose employment is terminated by the Inspector-General under section 29 of the PS Act on the grounds that the employee is excess to requirements is entitled to be paid;

- a. where the employee's period of continuous service is less than 4 years, a sum equal to the number of weeks salary for each completed year of continuous service in accordance with table at section 119(2) of the FW Act; or
- b. where the employee's period of continuous service is 4 years or greater, a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro-rata payment for each completed month of continuous service since the last completed full year of continuous service.

417. The minimum amount payable will be 4 weeks salary and the maximum will be 48 weeks salary.

418. Severance payments involving part-time employees will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years full-time service.

419. Service for severance pay purposes means:

- a. service in OIGIS;
- b. Government service as defined in section 10 of the *Long Service Leave Act 1976*;
- c. service with the Commonwealth (other than service with a joint Commonwealth- State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- d. service with the Australian Defence Force;
- e. APS service immediately preceding deemed resignation under the repealed section 49 of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
- f. service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement, or an employee of that organisation is engaged as an APS employee as a result of an administrative rearrangement, and such service is recognised for long service leave purposes.

420. Service that will not count as service for severance pay purposes is any period of service which ceased through termination on the following grounds:

- a. the employee lacks, or has lost, an essential qualification for performing their duties;
- b. non-performance, or unsatisfactory performance, of duties;
- c. inability to perform duties because of a physical or mental incapacity;
- d. failure to satisfactorily complete an entry level training course;
- e. failure to meet a condition of engagement imposed under subsection 22(6) of the PS Act;
- f. breach of the Code of Conduct;
- g. any other ground prescribed by the Public Service Regulations;
- h. on a ground equivalent to those above under the repealed *Public Service Act 1922*;

- i. through voluntary redundancy at or above the minimum retiring age applicable to the employee; or
- j. with the payment of a redundancy benefit or similar payment or an employer financed redundancy benefit.

421. For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:

- a. the break in service is less than 1 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 section 49 of the repealed *Public Service Act 1922*.

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

#### **Severance Benefit – Rate of Payment**

423. Salary for severance pay purposes will include:

- a. the employee's base rate of pay adjusted on a pro-rata basis for periods of part-time service,
- b. Temporary Performance Allowance for performance of duties at a higher classification level where the employee has been performing duties at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment, and
- c. other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are a reimbursement for expenses incurred.

#### **Commencement of Retention Period**

424. A retention period will commence in accordance with this clause in relation to an employee who has sought redeployment, has declined an offer of voluntary redundancy and has been referred to a redeployment programme prior to the offer being made.

425. If an excess employee does not accept voluntary redundancy, unless the employee agrees, they will not be involuntarily terminated by the Inspector-General under section 29 of the PS Act until the retention period has lapsed.

426. The retention period for an employee will be 7 months less the NES redundancy pay period.

427. The NES redundancy pay period is the number of weeks specified in the table at section 119(2) of the FW Act which would have applied to the employee at the date 7 months after the commencement of the retention period.

*Note: Where, at the date 7 months after the commencement of the retention period, an employee would have been eligible to receive a redundancy payment equivalent to 12 weeks' salary under Division 11 of Part 2-2 of the FW Act, the retention period for that employee would be 7 months minus 12 weeks.*

428. The retention period will commence on whichever is the earlier:

- a. the day the employee is advised in writing by the Inspector-General that they are an excess employee, or



- b. 30 days after the day on which the Inspector-General invites the employee to accept voluntary redundancy.

429. The retention period and the notice period may be extended by any periods of paid personal leave not exceeding 6 months, which is supported by medical evidence, taken in these periods.

430. During the retention period, the Inspector-General:

- a. will continue to take reasonable steps to find alternative suitable employment for the excess employee, and/or
- b. may after giving 4 weeks' notice to the employee, reduce their classification as a means of securing alternative employment for the excess employee.

431. If the employee's classification is reduced during the retention period, they will continue to be paid at their previous level of salary for the balance of the retention period.

432. Where the Inspector-General believes there is insufficient productive work available for the excess employee during the retention period, the Inspector-General may, with the agreement of the excess employee, terminate the employee's employment under section 29 of the PS Act on the grounds that the employee is excess to requirements and pay the balance of the retention period as a lump sum amount.

433. The lump sum payment in clause 432 of this attachment will be:

433.1. an amount equivalent to:

- a. the balance of the retention period, plus
- b. the number of weeks salary that would have been payable in accordance with the table at section 119(2) of the FW Act if the retention period had been completed; and
- c. taken to include payment in lieu of notice of termination.

### **Involuntary Redundancy**

434. At the end of the retention period, the Inspector-General, subject to redeployment, may determine the excess employee to be redundant under section 29 of the PS Act on the grounds that the employee is excess to requirements.

435. An employee who is made involuntarily redundant is entitled to receive a sum equal to the number of weeks' salary for each completed year of continuous service in accordance with table at section 119(2) of the FW Act.

436. An excess employee will not be involuntarily redundant where:

- a. the employee has not been invited to accept an offer of voluntary redundancy;
- b. the employee has requested to be made involuntarily redundant, but the Inspector-General has refused approval;
- c. the employee has not been given 4 weeks' notice of termination of employment (or 5 weeks' notice for an employee over 45 years of age with at least 2 years continuous service), or payment in lieu of notice;
- d. there remain employees who have elected voluntary redundancy, been refused, and still wish voluntary redundancy in the situation where a redundancy situation affects a number of employees engaged in the same work at the same level and location and the employees have been invited to retire; or

- e. the employee has not consented and a vacancy exists in OIGIS that would permit the retention in employment of the employee (in such cases the employee would have preference in employment before an employee who is not engaged by OIGIS).

437. An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer and will be entitled to reasonable leave with full pay to attend necessary employment interviews.

# Attachment A – Base salaries

## Classification tables

Classification	Pay points	Salary on commencement	Year 1 (4%)	Year 2 (3.8%)	Year 3 (3.4%)
OIGIS Band 4	EL2.7	\$ 155,102	\$ 161,306	\$ 167,436	\$ 173,129
	EL2.6	\$ 151,701	\$ 157,769	\$ 163,764	\$ 169,332
	EL2.5	\$ 148,759	\$ 154,709	\$ 160,588	\$ 166,048
	EL2.4	\$ 143,397	\$ 149,133	\$ 154,800	\$ 160,063
	EL2.3	\$ 138,035	\$ 143,556	\$ 149,011	\$ 154,077
	EL2.2	\$ 134,296	\$ 139,668	\$ 144,975	\$ 149,904
	EL2.1	\$ 130,556	\$ 135,778	\$ 140,938	\$ 145,730
OIGIS Band 3	EL1.4	\$ 125,043	\$ 130,045	\$ 134,987	\$ 139,577
	EL1.3	\$ 121,360	\$ 126,214	\$ 131,010	\$ 135,464
	EL1.2	\$ 116,764	\$ 121,435	\$ 126,050	\$ 130,336
	EL1.1	\$ 112,169	\$ 116,656	\$ 121,089	\$ 125,206
OIGIS Band 2	APS6.4	\$ 104,354	\$ 108,528	\$ 112,652	\$ 116,482
	APS6.3	\$ 101,137	\$ 105,182	\$ 109,179	\$ 112,891
	APS6.2	\$ 97,459	\$ 101,357	\$ 105,209	\$ 108,786
	APS6.1	\$ 92,860	\$ 96,574	\$ 100,244	\$ 103,652
	APS5.4	\$ 88,265	\$ 91,796	\$ 95,284	\$ 98,524
	APS5.3	\$ 86,423	\$ 89,880	\$ 93,295	\$ 96,467
	APS5.2	\$ 84,124	\$ 87,489	\$ 90,814	\$ 93,902
	APS5.1	\$ 81,369	\$ 84,624	\$ 87,840	\$ 90,827
	APS4.4	\$ 79,529	\$ 82,710	\$ 85,853	\$ 88,772
	APS4.3	\$ 77,229	\$ 80,318	\$ 83,370	\$ 86,205
	APS4.2	\$ 75,393	\$ 78,409	\$ 81,389	\$ 84,156
	APS4.1	\$ 73,095	\$ 76,019	\$ 78,908	\$ 81,591
OIGIS Band 1	APS3.4	\$ 70,795	\$ 73,627	\$ 76,425	\$ 79,023
	APS3.3	\$ 68,956	\$ 71,714	\$ 74,439	\$ 76,970
	APS3.2	\$ 67,116	\$ 69,801	\$ 72,453	\$ 74,916
	APS3.1	\$ 65,740	\$ 68,370	\$ 70,968	\$ 73,381
	APS2.4	\$ 63,898	\$ 66,454	\$ 68,979	\$ 71,324
	APS2.3	\$ 62,063	\$ 64,546	\$ 66,999	\$ 69,277
	APS2.2	\$ 59,301	\$ 61,673	\$ 64,017	\$ 66,194
	APS2.1	\$ 57,462	\$ 59,760	\$ 62,031	\$ 64,140
	APS1.4	\$ 56,085	\$ 58,328	\$ 60,544	\$ 62,602
	APS1.3	\$ 53,786	\$ 55,937	\$ 58,063	\$ 60,037
	APS1.2	\$ 52,406	\$ 54,502	\$ 56,573	\$ 58,496
	APS1.1	\$ 52,353	\$ 54,447	\$ 56,516	\$ 58,438

Top of salary band

To be regarded as the top of a salary band unless otherwise approved by the Inspector-General.

### Allowances and Loading table

Allowance	Allowance on commencement	Allowance - Year 1 (4%)	Allowance - Year 2 (3.8%)	Allowance - Year 3 (3.4%)
OIGIS Allowance (*annual rate)	\$1,266	\$1,317	\$1,367	\$1,413
Restriction Allowance	N/A	N/A	N/A	N/A
First Aid Allowance (*fortnightly rate)	\$28	\$30.51	\$31.67	\$32.75
Health and Safety Representative (*fortnightly rate)	N/A	\$30.51	\$31.67	\$32.75
Emergency Warden Allowance (*fortnightly rate)	\$28	\$30.51	\$31.67	\$32.75
Harassment Contact Officer (*fortnightly rate)	\$28	\$30.51	\$31.67	\$32.75
Mental Health First Aid Officer (*fortnightly rate)	\$28	\$30.51	\$31.67	\$32.75
Skills and Responsibilities Loading	As determined by the IGIS			

## 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 1 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 supported 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.

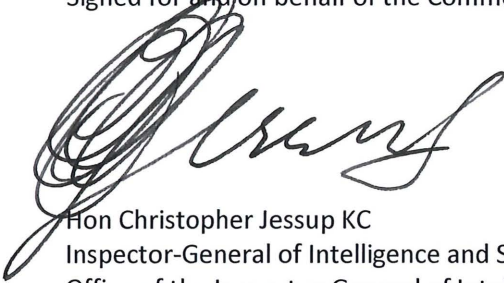
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 [Assessment of capacity].

**Formal acceptance of the OIGIS Enterprise Agreement 2024 – 2027 and signatories**

The OIGIS Enterprise Agreement 2024 - 2027 is made and approved under Section 172 of the *Fair Work Act 2009 (Cth)*.

**Employer**

Signed for and on behalf of the Commonwealth of Australia:



Hon Christopher Jessup KC  
Inspector-General of Intelligence and Security  
Office of the Inspector-General of Intelligence and Security  
3-5 National Circuit  
BARTON ACT 2600

4 March 2024

**Bargaining Representative**

Signed for and on behalf of the employees of the Office of the Inspector-General of Intelligence and Security:



Jessica Steele  
Employee Bargaining Representative  
Office of the Inspector-General of Intelligence and Security  
3-5 National Circuit  
BARTON ACT 2600

26 February 2024