



# DECISION

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

## **Indigenous Land and Sea Corporation** (AG2025/2797)

### **INDIGENOUS LAND AND SEA CORPORATION ENTERPRISE AGREEMENT 2025 – 24 MAY 2028**

Commonwealth employment

DEPUTY PRESIDENT FAROUQUE

MELBOURNE, 9 SEPTEMBER 2025

*Application for approval of the Indigenous Land and Sea Corporation Enterprise Agreement  
2025 – 24 May 2028*

#### **Introduction**

[1] The Indigenous Land and Sea Corporation (the **Employer**) has made an application for approval of a single-enterprise agreement known as the *Indigenous Land and Sea Corporation Enterprise Agreement 2025 – 24 May 2028* (the **Agreement**), pursuant to s 185 of the Fair Work Act 2009 (Cth) (the **Act**).

#### **Section 186, 187 and 188**

[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.

#### **Section 183 Bargaining Representatives**

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

#### **Approval**

[4] The Agreement is approved and, in accordance with s 54 of the Act, will operate seven days after approval.



DEPUTY PRESIDENT

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**Australian Government**

**Indigenous Land Corporation**

# **INDIGENOUS LAND AND SEA CORPORATION**

## **ENTERPRISE AGREEMENT 2025 – 24 May 2028**

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## **PART A: Scope of this Agreement**

### **1. Title**

- 1.1 This Agreement is made under section 172 of the Fair Work Act 2009 (FW Act) and shall be known as the Indigenous Land and Sea Corporation Enterprise Agreement 2025 – 24 May 2028

### **2. Commencement and duration**

- 2.1 This Agreement will commence operation 7 days after approval by the Fair Work Commission (FWC).
- 2.2 This Agreement shall nominally expire on 24 May 2028.
- 2.3 This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the FW Act.

### **3. Coverage**

- 3.1 In accordance with section 53 of the FW Act, this Agreement covers:
- a) the ILSC; and
  - b) all employees employed by the ILSC other than:
    - i. employees of ILSC's subsidiary companies; and
    - ii. Senior Executive Employees (SEE); and
  - c) subject to notice being given in accordance with section 183 of the FW Act, the CPSU, which was a bargaining representative for this Agreement.

### **4. Delegation**

- 4.1 The Chief Executive Officer (CEO) may, at his or her discretion, delegate or authorise in writing part or all of the CEO's powers and functions under this Agreement.

### **5. Relationship with other Legislative Arrangements**

- 5.1 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.
- 5.2 It is acknowledged that the employment of employees covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:
- a) Aboriginal and Torres Strait Islander Act 2005;
  - b) Fair Work Act 2009;
  - c) Fair Work Regulations 2009;
  - d) Public Governance, Performance and Accountability Act 2013 (PGPA Act);
  - e) Australian Human Rights Commission Act 1986;



- f) Age Discrimination Act 2004;
  - g) Disability Discrimination Act 1992;
  - h) Racial Discrimination Act 1975;
  - i) Sex Discrimination Act 1984;
  - j) Work Health and Safety Act 2011;
  - k) Work Health and Safety Regulations 2011;
  - l) Work Health and Safety Codes of Practice 2011;
  - m) Safety, Rehabilitation and Compensation Act 1988;
  - n) Long Service Leave (Commonwealth Employees) Act 1976;
  - o) Superannuation Act 1976 (CSS);
  - p) Superannuation Act 1990 (PSS);
  - q) Superannuation Act 2005 (PSSap);
  - r) Superannuation Guarantee (Administration) Act 1992 (Super Choice).
- 5.3 The Award covering employees who are covered by this Agreement is the *Australian Government Industry Award 2016*. The terms of the Award will not apply while this Agreement operates, subject to the base rates of pay in the Agreement being at least equivalent to base rates of pay in the Award.
- 5.4 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES), which are contained in the *Fair Work Act 2009*. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **6. Policies and guidelines**

- 6.1 The operation of this Agreement is supported by policies, procedures and guidelines. These policies, procedures and guidelines do not form part of this Agreement. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express term of this Agreement will prevail.
- 6.2 The ILSC and its employees agree that such policies, procedures and guidelines will be available to all employees and will be updated as necessary following consultation with employees including through the ILSC Consultative Committee.

## **PART B: Vision and Values**

### **7. ILSC Vision**

- 7.1 Indigenous people achieving sustainable economic, social, environmental and cultural benefits through owning and managing land.

### **8. ILSC Values**

- 8.1 The employees will uphold and promote the following ILSC Values.

<b>Respect</b>	We respect the diversity of ideas, backgrounds and cultures of Indigenous peoples, our employees and other stakeholders. We will provide a workplace that is free from discrimination, harassment and bullying.
<b>Excellence</b>	We will provide leadership of the highest quality. We strive for excellence in the delivery of services and outcomes to our stakeholders.
<b>Commitment</b>	We are committed to working together to achieve the ILSC's vision and meet statutory obligations. We will provide a fair, flexible, safe and rewarding workplace that is focused on achieving results and managing performance.
<b>Integrity, Fairness and Equity</b>	We will strive to make decisions objectively and ethically and provide a fair system of review of decisions taken in respect of ILSC employees. We will provide accurate, consistent and timely information, and give reasons for our decisions. We are an organisation in which employment decisions are based on merit. We will promote equity in employment in conjunction with a framework of encouraging the recruitment, development and retention of Indigenous employees.
<b>Cost Effectiveness</b>	We are committed to using funds wisely and accountably.
<b>Professionalism &amp; Openness</b>	We strive to be professional, responsive, impartial and honest in our dealings with employees and stakeholders. We take suggestions and complaints seriously and learn from them.
<b>Collaboration</b>	We will establish workplace relations that value communication, consultation, cooperation and input from employees on matters that affect their workplace. We are committed to working in collaboration with Indigenous groups and other stakeholders.
<b>Best Practice</b>	We will adhere to the Australian National Audit Office principles of corporate governance in Commonwealth authorities.

## **9. *Preventing and Eliminating Discrimination***

- 9.1 The ILSC and its employees will endeavour to prevent and eliminate discrimination, harassment and bullying in the workplace on the basis of race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion or affiliation, union membership, national extraction or social origin. In support of this, the ILSC will maintain an effective Harassment Contact Officer (HCO) network and a Workplace Respect Policy, including appropriate training.
- 9.2 ILSC managers are responsible for raising the awareness of employees about the nature and effects of workplace discrimination, harassment and bullying as well as modelling appropriate workplace behaviours, consistent with the ILSC Values and Code of Conduct. Managers are also responsible for taking early intervention action to manage instances where there is unacceptable workplace behaviour.
- 9.3 ILSC employees are responsible for behaving consistently with the ILSC Values and Code of Conduct.

## **PART C: Communication and Consultation**

The ILSC is committed to consulting with employees and where they choose their representatives on matters concerning their employment and the implementation of the enterprise agreement that affect them. The purpose of such consultation is to allow employees and management to work together to mitigate any adverse impacts on employees that might result from the proposed changes.

### **10. Consultation**

#### *Principles*

- 10.1 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.
- 10.2 The ILSC recognises:
- a) the importance of inclusive and respectful consultative arrangements;
  - b) employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - d) consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e) the benefits of employee and union involvement and the right of employees to be represented by their union.
- 10.3 Genuine and effective consultation involves:
- a) providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - b) providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c) considering feedback from employees and the relevant union(s) in the decision-making process; and
  - d) advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### *When consultation is required*

- 10.4 Consultation is required in relation to:
- a) changes to work practices which materially alter how an employee carries out their

work;

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

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

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

10.6 This clause applies if the ILSC:

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

*Representation*

10.7 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.

10.8 The ILSC must recognise the representative if:

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

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

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for

promotion or tenure); or

- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

10.10 The following additional consultation requirements in clause 10.11 to 10.17 apply to a proposal to introduce a major change referred to in clause 10.4(c).

10.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 10.5.

10.12 Where practicable, an ILSC 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.

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

10.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 10.5, the ILSC must:

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

10.15 The ILSC 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.

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

10.17 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 ILSC, the requirements set out in clauses 10.11 to 10.15 are taken not to apply.

*Change to regular roster or ordinary hours of work*

10.18 The following additional consultation requirements in clause 10.19 to 10.22 apply to a proposal to introduce a change referred to in clause 10.4(e).

10.19 The ILSC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

10.20 As soon as practicable after proposing to introduce the change, the ILSC must:

- a) discuss with employees and the relevant union(s) and/or other recognised representatives:
  - i. the proposed introduction of the change; and
- b) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
  - i. all relevant information about the proposed change, including the nature of the proposed change; and
  - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
  - iii. information about any other matters that the employer reasonably believes are likely to affect the employees.
- c) invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the ILSC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

10.21 The ILSC 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*

10.22 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.

## **11. Consultative Committee**

11.1 The ILSC will consult with employees on matters relating to the operation of this Agreement, or the ILSC's general employment and workplace relations arrangements, including on policies, procedures and guidelines through the use of a Consultative Committee (CC).

- 11.2 The CC shall be chaired by the CEO or their nominee and comprise of:
- a) elected employee representatives from each Division, and Head Office;
  - b) the ICG Chairperson;
  - c) People & Capability.
  - d) A union representative
- 11.3 Membership of the Committee, where possible, will be for the term of this Agreement.
- 11.4 Secretariat services for the CC will be provided by People & Capability.
- 11.5 Other specialist support services that assist the CC with its role and function may be considered by the CEO.
- 11.6 The CC will meet regularly, as a minimum every 6 months, to discuss matters relating to the implementation of this Agreement and other significant employment and workplace relations matters.
- 11.7 Any proposed new, or a proposed substantive change to an existing policy or guideline relating to working arrangements will be made available to staff for comment for at least 2 weeks.
- 11.8 The ILSC will report to the ILSC CC 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 ILSC.
- 11.9 The CC will make recommendations to the CEO but is not a decision making body.
- 11.10 The CC will operate in accordance with the principles, objectives and structure set out in the agreed ILSC Consultative Committee Terms of Reference.

## **12. *Indigenous Consultative Group***

- 12.1 The ILSC is committed to ongoing consultation with the ILSC Indigenous Consultative Group (ICG) on matters relating to Indigenous employees under the operations of this Agreement. These may include but are not limited to the Reconciliation Action Plan, Indigenous Employment Strategy and any other policy that affects Indigenous employees and maintaining a culturally capable workforce.
- 12.2 The ICG will comprise the CEO, a People & Capability representative, elected Indigenous employee representatives from each Division, Head Office and the ICG Chairperson. The Chairperson will be separately elected member. Where there are no Indigenous employees in a geographic location an additional Indigenous member can be elected from another location. Membership of the ICG, where possible, will be for the term of this Agreement. Secretariat services for the ICG will be provided by People & Capability.
- 12.3 Other specialist support services that assist the ICG with its role and function may be considered by the CEO.
- 12.4 The ICG will meet at least every 3 months, or more often if required, to effectively support



and represent the views of Indigenous employees to:

- a) continually review, improve, monitor and develop Indigenous employee policies, programs and guidelines;
- b) identify and promote activities and programs that allow the ILSC to more effectively engage and retain Indigenous employees;
- c) report progress of activities to the ILSC Board at least annually.

### **13. *Indigenous Employment Strategy***

13.1 The ILSC is committed to implementing an Indigenous Employment Strategy (IES) and associated learning and development program including, where appropriate, to:

- a) ensure the objectives of IES are met;
- b) identify and resolve any issues with existing programs/ procedures; and
- c) conduct ongoing reviews of the current IES, with a view to identifying and developing further objectives, strategies and programs.

### **14. *Safety and Wellbeing Committee***

14.1 The ILSC will maintain the operations of a Safety and Wellbeing Committee to facilitate communication and consultation with employees on relevant work, health and safety matters.

### **15. *Right of Entry, Freedom of Association and Employee Rights to Representation***

15.1 The ILSC will comply with the right of entry provisions in the Fair Work Act 2009 or successive legislation.

15.2 The ILSC recognises:

- a) the legitimate role of unions in the workplace; and
- b) that employees are free to choose whether or not to join a union.
- c) irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this agreement.

15.3 An employee may have an employee representative, who may be a union representative, to represent them in their industrial interests. The ILSC and employee representative will deal with each other in good faith.

15.4 The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

### **16. *Delegate Rights***

16.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

- 16.2 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 ILSC.
- 16.3 The role of union delegates is to be respected and supported.
- 16.4 The ILSC and union delegates will work together respectfully and collaboratively.

*Supporting the role of union delegates*

- 16.5 The ILSC respects the role of union delegates to:
  - a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - b) consult with other delegates and union officials, and get advice and assistance from union officials;
  - c) represent the interests of members to the employer and industrial tribunals; and
  - d) represent members at relevant union forums, consultative committees or bargaining.
- 16.6 The ILSC 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.
- 16.7 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.
- 16.8 To support the role of union delegates, the ILSC will, subject to legislative and operational requirements, including privacy and security requirements:
  - a) provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - b) advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - c) allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - d) provide access to new employees as part of induction; and
  - e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 16.9 Where employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ILSC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **PART D: Dispute Review and Settlement Procedures**

### **17 Procedures for Preventing and Settling Disputes**

17.1 If a dispute relates to:

- a) a matter arising under the Agreement; or
- b) the National Employment Standards (NES);

this term sets out procedures to settle a dispute.

17.2 ILSC, an employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

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

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

17.5 If discussions at the workplace level do not resolve the dispute and all appropriate steps in clause 17.4 have been taken, a party to the dispute may refer the matter to the Fair Work Commission.

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

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

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

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

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

- a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at ILSC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b) Subject to 17.7(a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or

- ii. applicable work health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the employee to perform; or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 17.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.
- 17.9 Subject to any provision to the contrary in this Agreement, any right, obligation or liability that was already accrued or incurred under the provisions of the *Indigenous Land Corporation Enterprise Agreement 2019* shall be preserved. Any benefits accrued shall be subject to the operation of this Agreement.

## **18 Review of Decision**

- 18.1 An employee may request in writing, a written statement from their manager setting out the reasons a decision has been made which directly affects the employee. The written statement must be provided within 14 working days.
- 18.2 An employee who is affected by and aggrieved by a matter for which the CEO has a responsibility, may request the CEO to inquire into the matter.
- 18.3 A request under this clause must:
  - a) be in writing;
  - b) set out the reasons why the employee is aggrieved; and
  - c) be addressed to the CEO.
- 18.4 As soon as practicable after receiving a request under this clause, the CEO will:
  - a) inquire into and determine the matter in any manner the CEO thinks fit; and
  - b) advise the employee in writing of the results of the inquiry, the decision in relation to the matter and the reasons for that decision.
- 18.5 For the purpose of dealing with an inquiry under this clause, the CEO may request any person, including the employee, to provide information or documents relevant to the matter.
- 18.6 The CEO may amend, rescind or uphold the decision.

## **19 Review of Decisions to Terminate Employment**

- 19.1 Termination of, or a decision to terminate, employment cannot be reviewed under Part D- Dispute Review and Settlement Procedures.

## **PART E: Working Environment**

### **20 Individual flexibility arrangement**

- 20.1 The CEO or their Delegate and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:
- a) the agreement deals with one or more of the following matters:
    - i. arrangements about when and where work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and
    - vi. leave; and
  - b) the arrangement meets the genuine needs of the ILSC and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - c) the arrangement is genuinely agreed to by the ILSC and the employee.
- 20.2 The CEO must ensure that the terms of the IFA:
- a) are about permitted matters under section 172 of the FW Act 2009; and
  - b) are not unlawful terms under section 194 of the FW Act 2009; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 20.3 The CEO must ensure that the IFA:
- a) is in writing; and
  - b) includes the name of the ILSC and the employee; and
  - c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d) includes details of:
    - i. the terms of the Agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the IFA commences and, where applicable, when the IFA ceases.
- 20.4 The CEO must give the employee a copy of the IFA within 14 days after it is agreed to.
- 20.5 The employer or employee may terminate the IFA:
- a) by giving 28 days written notice to the other party to the arrangement; or
  - b) if the CEO and employee agree in writing—at any time.

20.6 The ILSC and employee are to review the IFA at least every 12 months.

## **21 *Hours of Work***

21.1 Ordinary Hours for fulltime employees will be 37.5 hour per week or 150 hours over a four (4) week period.

21.2 The standard working day will be seven hours and thirty minutes (7 hours 30 minutes).

21.3 Standard Hours of attendance are between the hours of 7.30am to 5.30pm.

21.4 A standard day will be worked continuously, except for meal breaks. No more than five (5) hours may be worked without an unpaid break for a meal of at least 30 minutes.

21.5 Ordinary Hours of work are to be performed within a bandwidth of 7:00am to 7:00pm Monday to Friday. No more than 10 Ordinary Hours of work can be performed on one day with the exception of time spent travelling, which may be performed within or outside of the bandwidth, subject to prior approval by the Employee's supervisor.

21.6 An employee and their manager may agree to vary the employee's standard hours of attendance, subject to hours worked averaging the Ordinary Hours consistent with clause 21.1. Where variation is not agreed, standard hours of attendance consistent with clause 21.3 will be observed.

21.7 Where an employee is absent from work, and prior approval has not been given, the employee must notify their manager by phone before 9:30am on the morning of the absence.

21.8 If the employee does not contact the ILSC by 9:30am the employee may be deemed to be on unauthorised leave and paid leave may not be approved. This requirement may be waived where the manager/delegate is satisfied that the employee was unable to notify the absence due to circumstances beyond their control.

21.9 In the following circumstances (excluding flex leave) where employees other than casual employees are not actually at work, 7.5 hours a day will be recorded or their agreed part time hours:

- a) Public holidays; and
- b) Periods of all approved leave.

21.10 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave in accordance with this Agreement.

## **22 Flextime**

- 22.1 Excluding Casual Employees, Flextime will be the default system for the provision of flexible working arrangements for employees at the ILSC3 and L1.7 and lower classifications under this Agreement.
- 22.2 Employees who participate in the Flextime system will be required to record time worked on the Flextime Record.
- 22.3 A flextime credit balance is the time worked in excess of an employee's ordinary hours. The maximum flextime credit, which can be carried from one Settlement Period to another, is 15 hours.
- 22.4 Where an employee has a flex credit over 15 hours, the employee and their manager will identify and discuss appropriate actions to reduce the flex credit. No reasonable request for flex leave will be refused.
- 22.5 A flextime debit balance is time that has not been worked and is less than the employee's ordinary hours. The maximum flextime debit, which can be carried from one Settlement Period to another, is 10 hours.
- 22.6 An employee who has a flextime debit of more than 10 hours at the end of the next Settlement Period must use approved annual leave or have salary payments deducted (recorded as Leave Without Pay) to cancel the flextime debit.
- 22.7 Employees may use up to three consecutive days of flex leave.
- 22.8 Prior approval and reasonable notice are required for any flextime leave of a day or more and for part days where predetermined operational requirements would be affected.
- 22.9 Travel outside of the bandwidth before 7:00am and after 7:00pm Monday to Friday may be recorded on the Flextime Record subject to prior approval by the Employee's supervisor. Approved travel on weekends will be recognised as TOIL after Weekend Business Travel consistent with clause 26 and is not to be recorded on the Flextime Record.
- 22.10 Travel time associated with:
  - a) air travel will be recorded from 60 minutes prior to the scheduled flight departure time and 30 minutes after actual arrival time;
  - b) motor vehicle will be recorded from "door to door";
  - c) other modes, for example bus or train, travel time will be recorded from 30 minutes prior to scheduled departure and 30 minutes after actual arrival time.
- 22.11 During a notice period preceding termination, an employee will be given a reasonable opportunity to settle flextime credits or debits subject to operational requirements.
- 22.12 Flextime credits are not payable to the employee on termination.
- 22.13 Any remaining flextime debits will be recovered from the employee's separation payment.

## **23    *Opting Out of Flextime Provision***

- 23.1 Employees up to and including ILSC3 classification and L1.7 and lower classifications may opt-out of the Flextime scheme and choose to move to the TOIL scheme as set out in clause 25.

## **24    *Reversion to Flextime***

- 24.1 Employees may request to revert to the flextime scheme after opting out.
- 24.2 While the intention of this clause is not to allow employees to move back and forth between the two schemes, reasonable requests will not be denied.

## **25    *EL Time Off in Lieu (TOIL) and TOIL Scheme***

- 25.1 Executive level (EL) and L1.8 employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 25.2 Other employees in ILSC may nominate to utilise the TOIL system for extra hours worked rather than the flex system.
- 25.3 Unless directed by their manager, employees on the TOIL system are not required to complete a daily record of attendance.
- 25.4 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.
- 25.5 The working arrangements for EL and L1.8 employees should be agreed through discussion between the manager and the 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.
- 25.6 EL and L1.8 employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- 25.7 The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours.
- 25.8 Requests from EL and L1.8 employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **26    *TOIL After Weekend Business Travel***

- 26.1 Where employees are required to travel on weekends, employees will be entitled to TOIL on a one-for-one basis.
- 26.2 Accrued TOIL for business travel should be taken as soon as possible after the hours have been worked, but must be taken within 2 weeks of travel being undertaken. Leave requests must be submitted and reasonable requests will not be refused by managers.

## **27    *Revision to Standard Hours of Attendance***



- 27.1 A manager may direct an employee to return to Standard Hours of attendance as specified in clause 21.3, for an indefinite period, in the following circumstances:
- a) Due to operational requirements; or
  - b) Where the employee has failed to maintain a satisfactory pattern of attendance; or
  - c) the employee has breached or fails to comply with the provisions of the Flextime or TOIL schemes.
- 27.2 Where it is necessary because of essential work requirements, a manager may enter into a local agreement with employees in a workplace to temporarily vary or revert to Standard Hours.
- 27.3 Where the temporary arrangement extends for more than four weeks further discussion will be undertaken with the Group Director People & Capability to find mechanisms to resolve the issues that caused the agreement to be made.

## **28 Overtime**

- 28.1 In exceptional circumstances, the CEO or their Delegate may approve overtime through payment at the rates prescribed below. Paid overtime will not be included in the Flextime hours' total.
- 28.2 Executive Levels 1 and 2 and L1.8 and above employees are not covered by the overtime provisions, unless the CEO agrees that exceptional circumstances exist.
- 28.3 If the CEO requires an employee to work (other than travel time):
- a) Monday to Friday - outside of the bandwidth of hours; or
  - b) weekend work,
- then work approved as overtime will be calculated at the following rates:
- a) Monday to Saturday - time and a half for the first 3 hours and double time thereafter;
  - b) Sunday - double time for all hours;
  - c) Public holidays - double time and a half for all hours.
- 28.4 Approval for overtime must be in writing and in advance of the work being undertaken. Paid overtime must be approved by the CEO.
- 28.5 The minimum payment for overtime, which is not continuous with a standard day, will be 4 hours at the relevant overtime rate.
- 28.6 Where an employee is required to attend the workplace or another location to perform emergency work outside of the standard day, and no notice was given to the employee of such work prior to the completion of work on that day, the employee will be paid at the rate of double time for all hours worked, subject to a minimum payment of 2 hours.
- 28.7 Where an employee is required to perform overtime and does not have a break of 8 consecutive hours off work plus reasonable travelling time between the time of completing ordinary duty and the time of the next required ordinary hours, the employee is entitled to:
- a) be absent from work with no loss of pay until the employee has had such a break; or

- b) if such a break is not possible, double time accrued for all hours worked until the employee is granted the break.

## **29     *Workloads***

- 29.1 ILSC recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 29.2 When determining workloads for an employee or group of employees, ILSC will consider the need for employees to strike a balance between their work and personal life.
- 29.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, ILSC 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.

## **PART F: Work and Life Balance (including Part time Employment)**

### **30 Access to Flexible Working Arrangements**

30.1 ILSC, employees and their union recognise:

- a) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- b) access to flexible work can support strategies to improve diversity in employment and leadership;
- c) access to flexible work supports capability, and can assist in attracting and retaining the employees needed to deliver upon ILSC strategies, including employees located at a wider range of locations;
- d) that flexibility applies to all roles in ILSC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

30.2 The ILSC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ILSC at all levels. This may include developing and implementing strategies through the Consultative Committee or the Indigenous Consultative Committee.

30.3 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*

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

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

30.6 The request must:

- a) be in writing;
- b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

30.7 ILSC must provide a written response to a request within 21 days of receiving the request.

30.8 The response must:

- a) state that ILSC approves the request and provide the relevant detail in clause 30.8;  
or

- b) if following discussion between ILSC and the employee, ILSC and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- c) state that ILSC refuses the request and include the following matters:
  - i. details of the reasons for the refusal; and
  - ii. set out ILSC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
  - iii. either:
    - A) 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
    - B) state that there are no such changes; and
  - iv. 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.

30.9 Where ILSC approves the request this will form an arrangement between ILSC and the employee. Each arrangement must be in writing and set out:

- a) any security and work health and safety requirements;
- b) a review date (subject to clause 30.12); and
- c) the cost of establishment (if any).

30.10 ILSC may refuse to approve the request only if:

- a) ILSC has discussed the request with the employee; and
- b) ILSC has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
- c) ILSC and the employee have not reached such an agreement; and
- d) ILSC has had regard to the consequences of the refusal for the employee; and
- e) the refusal is on reasonable business grounds.

30.11 Reasonable business grounds include, but are not limited to:

- a) the new working arrangements requested would be too costly for ILSC;

- b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e) the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- f) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

30.12 For First Nations employees, ILSC must consider connection to country and cultural obligations in responding to flexible work requests and change of location requests.

30.13 Approved flexible working arrangements will be reviewed by ILSC 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*

30.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 30.5. An employee may request to pause or terminate an approved flexible working arrangement.

30.15 ILSC may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 30.16.

30.16 ILSC 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.

30.17 Prior to ILSC varying, pausing or terminating the arrangement under clause 30.14, ILSC must have:

- a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- c) had regard to the consequences of the variation, pause or termination for the employee;
- d) ensured the variation, pause or termination is on reasonable business grounds; and

- e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 30.7(c).

### **31 Work from Home**

- 31.1 ILSC recognises that there may be benefits for both the individual and ILSC for employees to access home based work. Home based work may be used by agreement between the CEO and an employee to permit the employee to perform a range of ordinary hours of duty at home
- 31.2 The ILSC 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.
- 31.3 ILSC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement. The equipment supplied remains the property of the ILSC.
- 31.4 An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 31.5 ILSC will provide employees with guidance on working from home safely. In establishing WFHA appropriate security and health and safety requirements must be ensured and an assessment of the home location may be required.
- 31.6 Employees will not be required by ILSC 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, ILSC will consider the circumstances of the employees and options to achieve work outcomes safely.
- 31.7 Requests to work from home must be in writing and include the hours and days to work from home, the duration of the arrangement and detail any specific requirements that are necessary to facilitate WFHA. The ILSC will provide a written response within 21 days.
- 31.8 The CEO or their Delegate may vary or terminate a work from home arrangement due to operational requirements having followed the processes in 30.16. If this occurs, a minimum of 4 weeks' notice will be provided to the employee. Approval may be given to vary the arrangement rather than terminate it.
- 31.9 Approval for an ad hoc home based work may be given by the manager.

#### *Ad-hoc arrangements*

- 31.10 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.
- 31.11 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 31.12 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 30.3 to 30.12.
- 31.13 ILSC 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.

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

*Altering span of hours*

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

## **32 Part-time Employment**

- 32.1 A part-time employee means an employee whose ordinary hours are less than 37.5 hours per week or an average of 37.5 hours per week averaged over a four (4) week period.
- 32.2 The CEO or their Delegate may engage employees on a part time basis, having regard to operational efficiency.
- 32.3 The CEO and a full time employee may enter into part time employment arrangement by agreement. A full time employee cannot be compelled to work part time.
- 32.4 The agreement will be in writing and set out the details of the agreed arrangement. At the conclusion of the agreement the employee will return to their substantive hours or apply for an extension or variation to the part time arrangement.
- 32.5 The terms of the agreement can be varied at any time by agreement of both parties including reversion or conversion to full time hours before the originally agreed date. Where changes to part-time hours are made the processes in 30.16 will be followed.
- 32.6 Remuneration and other entitlements for a part-time employee, including leave, will be calculated on a pro-rata basis with 7.5 hours per day considered the full-time equivalent. Entitlements based on reimbursement or expense related allowances will be the same as for full-time employees.
- 32.7 Part time hours can be varied on a short term basis to facilitate access to training or other corporate opportunities.
- 32.8 An employee who is part time should be genuinely considered for promotions and transfers on the basis of merit, subject to operational efficiency. In these circumstances, part time agreements may need to be renegotiated in accordance with clause 34.2
- 32.9 An employee employed on a part-time basis will be engaged for a minimum of three (3) consecutive hours on any shift (or such alternative period agreed by ILSC and the employee).
- 32.10 A part time employee will not be compelled to convert to full-time employment.

## **33 Additional Part time Hours**

- 33.1 Part time employees can be requested but not required to work hours in excess of their

agreed hours. Where an employee is directed to work additional hours in excess of their ordinary weekly hours, the additional hours worked over their ordinary weekly hours will be recognised at overtime rates in accordance with the overtime provisions of this Agreement.

- 33.2 If a part time employee so chooses, they can work Flextime or TOIL arrangements in accordance with those specified in this Agreement. Such arrangements need to be detailed in writing and based around the agreed pattern of hours.

### **34 *Management Initiated Part time Work***

- 34.1 The CEO or delegate will consult with employees on any ILSC proposals for management initiated part time work consistent with clause 10 – Consultation.
- 34.2 Due to operational requirements, the ILSC may initiate the introduction or extension of part time employment by giving an employee 4 weeks written notice.
- 34.3 In introducing or extending part time work, employees will not be required to convert from full-time to part-time hours without their agreement.

### **35 *Dependent Care***

- 35.1 The CEO may authorise reimbursement of reasonable expenses arising from additional caring arrangements made necessary where an employee:
- a) Is the sole or primary care giver at the time that the costs are incurred; and
  - b) has reasonably incurred additional costs for the care of a dependent family member(s), provided that they incurred the costs as a consequence of being:
    - i. required to travel away from their normal location; or
    - ii. directed to work outside of standard hours (or approved part-time working agreement) with less than one working days notice; or
    - iii. required to attend a conference or training away from the employee's normal location, or at times outside of the standard hours.

### **36 *Performance of Outside Work***

- 36.1 An employee must apply in writing to the CEO for approval to engage in outside paid or unpaid employment. Approval will be at the sole and absolute discretion of the CEO.
- 36.2 Employees must not accept payment for outside activities that would be regarded as part of their normal duties.



## **PART G: Leave Arrangements**

### **37 Public Holidays**

- 37.1 An employee is entitled to public holidays in accordance with the NES.
- 37.2 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a) 1 January (New Year's Day);
  - b) 26 January (Australia Day);
  - c) Good Friday and the following Monday;
  - d) 25 April (ANZAC Day);
  - e) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - f) 25 December (Christmas Day);
  - g) 26 December (Boxing Day); and
  - h) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
- 37.3 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.
- 37.4 Part-time employees will not be paid for the public holiday if they are not rostered to work on that day.
- 37.5 Casual employees are not entitled to be paid for public holidays in lieu of working.
- 37.6 The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements. Where the CEO and an employee agree, a cultural or religious day of significance may be substituted for any 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.
- 37.7 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.
- 37.8 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).

- 37.9 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 37.2.
- 37.10 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.
- 37.11 Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flexi-time credits or TOIL in recognition of the planned day off.

### **38 *Christmas / New Year / Easter Shutdown***

- 38.1 The ILSC workplaces will be closed for business for the Christmas/New Year Shutdown, which applies from 3:00pm on the last working day before Christmas until the commencement of the first working day following 1 January. There will be no requirement for employees to utilise their annual or personal Leave, flex or TOIL during this period. For casual employees this period is unpaid.
- 38.2 ILSC workplaces will be closed for business from 3.00pm on Easter Thursday reopening from 8:30am on Tuesday following Easter Monday. There will be no requirement for employees to utilise their annual or personal Leave, flex or TOIL during this period. For casual employees this period is unpaid.
- 38.3 Employees directed to attend for duty during the shutdown periods at Christmas and Easter will be eligible for time off in lieu on the basis of one hour off for every one hour worked.
- 38.4 Casual employees will not be rostered to perform work during the Christmas/New Year/Easter Shutdown periods.

### **39 *Long Service Leave (LSL)***

- 39.1 The entitlement to Long Service Leave (LSL) is provided for under the Long Service Leave (Commonwealth Employees) Act 1976.
- 39.2 LSL will be granted in minimum continuous periods of 7 calendar days (whether taken at full or half pay). Minimum periods of LSL cannot be broken with other leave, except as otherwise provided by legislation.
- 39.3 The CEO may approve other types of leave during a period of LSL if satisfactory evidence is provided. LSL will be re-credited to the extent of any other leave granted.

#### **40 *Portability of accrued Annual and Personal leave entitlements***

- 40.1 New ongoing employees recruited directly from an APS or Commonwealth agency or an agency employed under the Parliamentary Services Act 1999 will have unused accrued annual and personal leave (however described) recognised, provided there is no break in continuity of service.
- 40.2 For the purposes of this clause, an employee with a break in service of less than 2 months is considered to have continuity of service.

#### **41 *Annual Leave***

- 41.1 An employee (other than a casual employee) will be entitled to four (4) weeks (20 working days) annual leave for each completed year of service, accruing on a daily basis, credited at least monthly.
- 41.2 Part-time employees will be entitled to a pro-rata amount of annual leave calculated against the hours for which the employee is engaged to work.
- 41.3 Employees will not accrue any annual leave during any period of leave that is not to count as service.
- 41.4 Employees are not entitled to annual leave loading. Annual leave loading will continue to be incorporated into base rates of pay.
- 41.5 Annual leave credits may be taken at any time, subject to operational requirements and the approval of the CEO.
- 41.6 Annual leave may be taken at half pay. However, unless approved by the CEO, it may not be taken at half pay where the employee has an excess leave balance in accordance with clause 41.7.
- 41.7 An employee with more than 40 working days annual leave accrued as at 1 October each calendar year may be directed by the CEO to reduce their annual leave to 40 days or less by 31 March the following year. These limits will be pro-rata for Part-time employees.
- 41.8 The CEO may approve other types of leave during a period of annual leave if satisfactory evidence is provided. Annual leave will be re-credited to the extent of any other leave granted.
- 41.9 Where an employee has their leave cancelled or is recalled to duty from leave by the CEO, on production of receipts, the CEO may reimburse:
- a) the cost of any non-refundable accommodation and travel deposits and advance fares paid or purchased for the employee and his or her dependants;
  - b) non-refundable rent paid for accommodation not used; and
  - c) the cost of transport of an employee from a locality other than his or her normal place of residence and the cost of transport to resume leave at a locality other than his or her normal place of residence.

- 41.10 An employee will only be recalled to duty in exceptional circumstances and by agreement.
- 41.11 Employees will receive payment in lieu of any untaken annual leave upon separation from the ILSC.

## **42 Cashing Out Annual Leave**

- 42.1 The CEO may approve an application in writing from an employee to cash out a portion of the employee's accrued annual leave credits subject to the following conditions:
- a) the employee must retain an entitlement to at least four weeks (20 days) paid annual leave;
  - b) there is a separate agreement in writing on each occasion that leave is cashed out;
  - c) the ILSC must not exert undue influence or undue pressure on the employee to agree to cash out an amount of annual leave; and
  - d) the employee must be paid at least the full amount that would have been payable had the annual leave been taken.
- 42.2 The CEO may, at their sole and absolute discretion, refuse the request.

## **43 Personal Leave**

- 43.1 Ongoing employees will be entitled to 18 paid personal leave days on commencement. A further 18 paid personal leave days will be credited on completion of each 12 months of continuous service thereafter. Personal leave is cumulative.
- 43.2 For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement at ILSC. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. For example, if a non-ongoing employee is engaged for 6 months they will be credited with 9 days paid personal leave. Where non-ongoing employees are extended, the credit of personal leave will be adjusted at the time of the extension.
- 43.3 Part-time employees will have their paid personal leave entitlement calculated on a pro-rata basis against the hours for which the employee is engaged to work.
- 43.4 A casual employee may be absent without pay when not fit for duty due to personal illness or injury. A casual employee may access 2 day's unpaid carer's leave per instance, consistent with the NES.
- 43.5 Where leave without pay (LWOP), which does not count as service, has been granted in the accrual year, personal leave accrual is to be deferred where aggregated full day absences total more than 20 working days. The accrual date will be deferred by the total number of days taken in the accrual period.
- 43.6 In exceptional circumstances the CEO or their Delegate may approve an employee to take personal leave at half pay. Any such request will be considered on its merits. This will result in the period of leave for which the employee is absent being half the amount of leave that is deducted from the employee's personal leave credits.

- 43.7 Personal leave without pay may be granted for illness or injury where paid personal leave entitlements has been exhausted. Such leave will count as service for all purposes.
- 43.8 In accordance with the FW Act, employees are entitled to 2 days of unpaid carer's leave for each permissible occasion where they have exhausted their paid personal leave entitlement or they have no entitlement to paid personal leave.
- 43.9 The CEO or their Delegate may approve the anticipation of the next accruing paid personal leave credit where an employee is within their first ten years of service and has exhausted all available paid personal leave.
- 43.10 The CEO or their Delegate may, in exceptional circumstances, grant an employee, with at least 10 years service, an additional period of paid personal leave to cover periods of illness or injury. Such leave will only be granted where all paid personal leave has been exhausted.
- 43.11 An employee may take personal leave for the following purposes:
- a) 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 member (including a household member) or a person they have caring responsibilities for, because:
    - e) i. of a personal illness or injury affecting the person; or
    - f) ii. Of an unexpected emergency affecting the other person
  - g) to care for a child due to a student/teacher free day at school, or a lack of attendance for some other reason, of those who would normally care for the child;
  - h) to attend to an unforeseen personal home based emergency or repair or to provide security at home (not planned building or renovation work).
- 43.12 Leave for the purposes of clauses 43.11(g) and (h) must not exceed 8 days per anniversary year.
- 43.13 Absences on personal leave of 3 days or more must be supported by a medical certificate or other evidence as specified in clause 43.15.
- 43.14 The CEO or their Delegate may refuse personal leave, or request satisfactory medical evidence or other evidence as specified in clause 43.15, where there is cause to believe that the reasons for such absences, irrespective of the length of absence, are not reasonable or legitimate. Such requests will be made at the time the employee requests the leave and will be provided in writing where possible. In order to facilitate this process the employee requesting leave must speak directly with their manager or Section/Divisional Manager.
- 43.15 Acceptable evidence will be evidence that would satisfy a reasonable person that the leave was taken for the permitted use as described in Part G of this Agreement. This would generally be either a medical certificate or a statutory declaration. Documentary evidence from service providers (other than health professionals) may be needed for other (non injury or illness) types of absences.

- 43.16 A certificate from a registered health practitioner may be used for evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 43.17 Employees who are medically unfit or have a requirement to care while on annual or long service leave and who produce satisfactory medical evidence may apply for personal leave. Annual and LSL will be re-credited to the extent of the period of personal leave granted.
- 43.18 An employee will not be entitled to paid personal leave while absent on paid or unpaid Parental leave.
- 43.19 Personal leave will not be debited for public holidays, which the employee would have observed.
- 43.20 Unused personal leave will not be cashed out during the course of an employee's employment, or paid out on separation.
- 43.21 Where an employee has been regularly absent on personal leave, or there are reasonable grounds to form a view that medical intervention will assist the employee in undertaking their duties or returning to work in a safe and timely manner, the CEO may direct the employee to undergo an independent health assessment, at the cost of the ILSC.

#### **44 *Compassionate Leave***

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

#### **45 *Bereavement leave***

- 45.1 Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- a) a member of their family (including a member of their household) or someone they have a close relationship dies; or
  - b) a child is stillborn, where the child was a member of the family (including a member of their household).
- 45.2 Where the employee needs to travel (intrastate and interstate) to attend formalities and other related matters pertaining to the bereavement, up to an additional 2 days paid leave for travel may be approved.

- 45.3 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totaling 3 days. This can include part days.
- 45.4 Casual employees are entitled to 3 days unpaid leave for bereavement or compassionate purposes.
- 45.5 The ILSC may request employees to provide documentary evidence to support claims of this nature.

## **46 Parental leave**

- 46.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 46.2 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 a primary caregiver or a secondary caregiver for the particular leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 46.3 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.
- 46.4 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***

- 46.5 An employee is entitled to parental leave with pay as per clauses 46.7 and 46.8 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.
- 46.6 Employees newly engaged in the agency or who have moved to ILSC from another APS agency are eligible for the paid parental leave in clauses 46.7 and 46.8 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 46.7 and 46.8 the balance is available to the employee.
- 46.7 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 1** below.

**Table 1: 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

- 46.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2 [Secondary caregivers – circumstances for paid parental leave]** below.

**Table 2: 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 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

- 46.9 **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.
- 46.10 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.
- 46.11 **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*

- 46.12 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- a) is under 16 as at the day (or expected day) of placement;



- b) has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
- c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

46.13 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.

## **47    *Stillbirth***

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

47.2 A stillborn child is a child:

- a) who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
- b) who has not breathed since delivery; and
- c) whose heart has not beaten since delivery.

## **48    *Pregnancy loss leave***

48.1 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

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

## **49    *Premature birth leave***

49.1 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose 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.

## **50    *Transitional provisions***

50.1 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 49 until after the legislated paid maternity leave is used.

## **51    *Purchased Leave***

51.1 The CEO may approve an application from an employee to purchase from one to four

weeks of additional leave per year.

- 51.2 Employees will have an amount deducted from their annual salary, which will be reflected in their fortnightly salary. The amount deducted will depend on the amount of leave purchased, when the leave will be taken and the employee's salary.
- 51.3 All ongoing and non-ongoing (full-time and part-time) employees are eligible to apply for purchased leave including employees who are currently on probation. Casual employees are not entitled to purchase leave.
- 51.4 Extended purchased leave will be considered on a case-by-case basis.

## **52    *Defence Reserve Leave***

- 52.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 52.2 An employee is entitled to leave with pay, of up to 4 weeks (20 days) during each financial year, and an additional 2 weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve (pro-rata for part-time employees).
- 52.3 Leave can be accumulated and taken over a period of two years. This includes the extra 2 weeks in the first year of service.
- 52.4 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 52.5 In addition to subclause 52.2, 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 or Defence Force.
- 52.6 Paid defence reservist leave counts for service
- 52.7 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 52.8 Unpaid leave over 6 months counts as service, except for annual leave.
- 52.9 The ILSC will not require Defence Reservists to pay their tax-free Reserve salary to the ILSC in any circumstances.

## **53    *Defence Service Sick Leave***

- 53.1 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - a) warlike service; or
  - b) non-warlike service.

- 53.2 An eligible employee can get 2 types of credits:
- a) an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - i. they start employment with the APS or ILSC; or
    - ii. DVA certifies the condition; and
  - b) an annual credit of 3 weeks (15 days) defence service sick leave.
- 53.3 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 53.4 Unused annual credits can be built up to 9 weeks.
- 53.5 An employee cannot use annual credits until the initial credit is exhausted.
- 53.6 Defence service sick leave is paid and counts as service for all purposes.

## **54 *Emergency Response Leave***

- 54.1 In accordance with section 108 of the FW Act, leave for participation in voluntary emergency management duties, including training, emergency service response, reasonable recovery time, reasonable travelling time associated with the activity and ceremonial duties, will be approved. The CEO may determine whether any or all of the leave taken for participation in voluntary emergency management activities will be with pay.
- 54.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 54.3 Paid leave under clause 54.2 may be refused where the employee's role is essential to the ILSC's response to the emergency.
- 54.4 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.
- 54.5 The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 54.6 Emergency response leave, with or without pay, will count as service.

## **55 *Jury Service***

- 55.1 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.
- 55.2 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.

- 55.3 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 55.4 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 55.5 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 ILSC for the period of absence. This will be administered in accordance with the overpayments clause.

## **56 Community Volunteering Leave**

- 56.1 The CEO may approve up to 2 days paid leave per annum (non accumulative), subject to operational requirements, for employees to apply their professional skills working with charitable and community organisations when beneficial to both the employee and the ILSC.

## **57 NAIDOC Week Activities Leave**

- 57.1 The CEO may approve one day paid leave per annum (non accumulative) for employees. The leave may be taken in part days.

## **58 Leave for Aboriginal and Torres Strait Islander Employees**

- 58.1 ILSC recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities, cultural, kinship and community obligations. To allow employees to meet these obligations and participate in activities, Aboriginal and Torres Strait Islander employees (except casual employees) are entitled to participate in;
- a) NAIDOC week activities: Consistent with clause 57, a total of one day paid leave per annum (non accumulative). The leave may be taken in part days.
  - b) First Nations Cultural Leave: Up to six (6) days of paid leave in a two year period (non accumulative) to participate in ceremonial activities, cultural, kinship and community obligations. Leave may be taken in part days. First Nations ceremonial leave is in addition to compassionate and bereavement leave.
  - c) Other Cultural Leave: ILSC employees may be granted up to three months cultural leave per annum (non accumulative) to fulfil obligations based on the employee's particular culture/faith, by application to the CEO. Up to three days per annum is paid leave. The remaining leave is without pay. Leave without pay does not count for service for any purpose. Cultural leave can be taken in part days.

## **59 Miscellaneous Leave (With or Without Pay)**

- 59.1 The CEO or their Delegate may approve Miscellaneous Leave with or without pay for purposes considered to be in the interests of the ILSC, and in circumstances not provided elsewhere in this agreement.
- 59.2 Approval of Miscellaneous Leave will be at the sole and absolute discretion of the CEO or their Delegate and may be granted with or without pay and subject to any conditions the CEO may apply, including whether any leave counts for service.

- 59.3 Employees must apply for leave in writing and include the reason for the proposed leave. Employees will be provided written notice of the approval or refusal of the leave and if refused, the written notice will include reasons.
- 59.4 Casual Employees may be granted paid Miscellaneous Leave to deal with family and domestic violence and otherwise by Government directive.

## **60 *Leave for Family and Domestic Violence Purposes***

- 60.1 Employees are entitled to paid leave to deal with family and domestic violence. For clarity, the entitlement to paid family and domestic violence leave is in addition to personal leave entitlements.
- 60.2 The ILSC recognises that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the ILSC is committed to supporting employees affected by family and domestic violence and will provide the maximum appropriate support.
- 60.3 Where an employee is required to be absent as a result of family and domestic violence, they may apply for Miscellaneous Leave (With or Without Pay) in accordance with clause 59 or Personal Leave in accordance with clause 43. This clause applies in addition to entitlements available to eligible employees under the NES.
- 60.4 Employees and/or their family members, who are affected by family and domestic violence, have access to counselling services provided by the ILSC's Employee Assistance Program. The EAP shall include professionals trained specifically in domestic violence and abuse. Employees may also access flexible working arrangements in accordance with Part F of this agreement.
- 60.5 An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a) illness or injury affecting the employee resulting from family and domestic violence;
  - b) providing care or support to a family 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;
  - c) 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;
  - d) making arrangements for the employee's safety, or the safety of a close relative;
  - e) accessing alternative accommodation;
  - f) accessing police services;
  - g) attending court hearings;
  - h) attending counselling; and
  - i) attending appointments with medical, financial or legal professionals.
- 60.6 Leave may be taken as consecutive days, single days or part days and will count as service for all purposes.

- 60.7 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.
- 60.8 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.
- 60.9 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.
- 60.10 Evidence may be requested to support the ILSC 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 ILSC will require, unless the employee chooses to provide another form of evidence.
- 60.11 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.
- 60.12 The ILSC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ILSC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ILSC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 60.13 Where the ILSC needs to disclose confidential information for purposes identified in clause 60.11, where it is possible the ILSC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 60.14 The ILSC 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.
- 60.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 60.16 The ILSC 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.
- 60.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **61 *Leave to attend proceedings***

- 61.1 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.
- 61.2 An employee who is not covered under clause 61.1, 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 ILSC.

- 61.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the ILSC 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.
- 61.4 The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## **62 Blood donation**

- 62.1 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.
- 62.2 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

## **63 Vaccinations**

- 63.1 The ILSC will make arrangements for the provision of selected vaccinations for all employees. Other needs for vaccinations may emerge from time to time and the ILSC will assess the impact on employees and approve those that may affect field employees in particular. The ILSC will pay the costs of obtaining these vaccinations. Vaccinations are encouraged but are not compulsory.

## **64 Eye Sight Testing**

- 64.1 All ongoing employees who use screen based equipment (SBE) can undertake an eyesight test on engagement. Non-ongoing and casual employees engaged for more than 6 months may undertake an eyesight test.
- 64.2 The ILSC will pay the costs of a test conducted by an approved optometrist. If the optometrist or a General Practitioner recommends an ophthalmologist referral before the use of SBE, the ILSC will pay any amount not reimbursed under Medicare and/or Private Health Fund arrangements. All employees are eligible for a free eye test once in every two-year period or more frequently if symptoms indicate a problem exists.
- 64.3 Where the optometrist prescribes spectacles for SBE users, the ILSC will reimburse part of the cost of a standard set of frames and lenses. The ILSC has determined to reimburse the difference between Medicare and/or a Private Health Fund up to \$300 (per occasion) for frames/lenses or contact lenses, including any associated fitting costs. Employees can obtain non-standard frames or lenses, provided the employee pays the difference. Any employee who has been prescribed spectacles for the use of SBE must wear them when using SBE. If a medical practitioner certifies that an employee should not use SBE, or that such use should be limited, that employee will not be disadvantaged in respect of salary and suitable options will be explored with the employee.

## **65    *Re-crediting of leave***

65.1    When an employee is on:

- a)    annual leave;
- b)    purchased leave;
- c)    defence reservist leave;
- d)    First Nations cultural leave;
- e)    NAIDOC leave;
- f)    other cultural leave; or
- g)    long service leave; and

becomes eligible for, under legislation or this Agreement:

- h)    personal/carer's leave;
  - i)    compassionate or bereavement leave;
  - j)    jury service;
  - k)    emergency services leave;
  - l)    leave to attend to family and domestic violence circumstances; or
  - m)    parental leave, premature birth leave, stillbirth leave or pregnancy loss;
- the affected period of leave will be re-credited.

65.2    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.

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



## **PART H: Remuneration Arrangements**

### **66 *Broadband and Classification***

- 66.1 This Agreement contains a broadband classification structure. The broadband classification structure and the salary rates are set out in Schedule A to this Agreement. A broadband is either:
- a) a single classification, with an internal barrier; or
  - b) two or more classifications with special advancement arrangements.
- 66.2 Advancement through a broadband will occur where;
- a) an employee's performance is rated at least 'Good Standard at Level' consistent with clause 67.1;
  - b) there is sufficient work available at the higher classification; and
  - c) the employee has the necessary skills and proficiencies to perform that work.

### **67 *Salary on Commencement***

- 67.1 Where an employee commences ongoing employment in the ILSC immediately following a period of non-ongoing employment with ILSC that was for a specified term or task, the CEO, and Executive delegate with People and Capability endorsement will determine 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 ILSC.
- 67.2 Where an employee commences ongoing employment in the ILSC immediately following a period of casual employment in the ILSC, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ILSC.
- 67.3 Where an employee moves to the ILSC at level from an APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.

### **68 *Work Level Standards***

- 68.1 ILSC Work Level Standards describes the platform for classifying positions consistently across the ILSC Levels, Executive Level (EL) and Legal classification structures to achieve the following:
- a) provide a comprehensive set of standards for each classification level;
  - b) reflect the ILSC's unique operating environment;
  - c) emphasise the need for employees in the ILSC to demonstrate a knowledge and understanding of, and sensitivity to, Aboriginal and Torres Strait Islander cultures and protocols;
  - d) form the basis for determining work value;

- e) support ILSC's classification structure;
- f) assist employees and managers in identifying development needs; and
- g) support the progression of employees.

## **69 Temporary Assignment of Duties and Higher Duties Allowance**

69.1 Where an ongoing or non-ongoing employee is temporarily assigned to duties at a higher classification level, Higher Duties Allowance (HDA) will be paid at the base of the higher classification level for the entire period subject to the following conditions:

- a) The minimum qualifying period for the payment of HDA to a position at the EL2 or below classification level will be 10 working days);
- b) The minimum qualifying period for the payment of HDA to a position at the Senior Executive Employee (SEE) band will be 10 working days.

Only in exceptional circumstances, at the discretion of the CEO, will HDA be paid for shorter periods.

69.2 HDA will equal the difference between the employee's substantive salary and temporary assignment classification salary. However HDA may be approved on partial performance of duties and will then be paid on a percentage basis.

69.3 If an employee is approved leave or observes a public holiday in a period where HDA is being remunerated, the HDA will continue to be paid during that absence.

69.4 If an employee is temporarily reassigned to work in a SEE role (not covered by this Agreement), the rate of HDA will be paid to bring the employee's salary up to the lowest salary point (salary component of the package) of the senior management salary range.

69.5 Where an employee has previous periods of temporary performance at a higher classification level, the CEO may authorise HDA to be remunerated at a higher increment level than the base for the acting classification.

69.6 Where an employee is assigned only part of the higher duties, the CEO, or Executive delegate with People and Capability endorsement, will determine the amount of allowance payable.

69.7 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.

69.8 The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

## **70 Salary on Promotion (Reassignment of Duties to a Higher Level)**

70.1 Where an employee is promoted to a higher classification level, salary will be payable at the base salary increment within the new classification.

70.2 The CEO may, taking into consideration any previous higher duties/acting arrangements and the employee's experience, qualifications and skills, authorise payment of salary above the base level in the classification and the date of effect at any time.

## **71 Temporary Reassignment of Duties to Lower Level**

- 71.1 Where an employee and the CEO mutually agree, an employee who temporarily performs work at a lower work classification level may be paid at a salary rate applicable to the lower classification level.

## **72 Payment of Salaries**

- 72.1 Employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account of their choice.
- 72.2 The fortnightly rate of pay will be ascertained by applying the following formula:
- a) Fortnightly pay = Annual Salary x 12 / 313
- 72.3 Payment on termination of employment will be made on the next scheduled pay day after separation unless a recovery is required under this clause.
- 72.4 Prepayment of salary in advance for approved annual and long service leave in excess of 10 days will be available on request. The payment will be made on the next appropriate scheduled pay day.

## **73 Overpayment**

- 73.1 An overpayment occurs if ILSC 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).
- 73.2 ILSC will provide the employee with notice of the overpayment in writing. The notice will provide details of the overpayment.
- 73.3 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise ILSC 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.
- 73.4 If after considering the employee's response (if any), ILSC confirms that an overpayment has occurred, the overpayment will be treated as a debt that must be repaid to ILSC in full by the employee.
- 73.5 ILSC 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 circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 73.6 *ILSC and the employee may agree to make a deduction from an amount to be paid to the employee or final monies where there is an outstanding payment upon cessation of employment. Interest will not be charged on overpayments.*
- 73.7 Nothing in this clause prevents:
- a) The ILSC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and*

*Accountability Act 2013;*

- b) The ILSC from pursuing recovery of the debt through other available legal avenues; or
- c) The Employee or the ILSC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

#### **74 Annual salary increases**

- 74.1 Salary rates will be as set out in Schedule A ILSC Classification Structure to this Agreement.
- 74.2 The base salary rates in Schedule A ILSC Classification Structure include the following increases:
  - a) 2.81% effective from the first full pay period on or after the date of commencement of this Agreement which will be 7 days after approval by the FWC;
  - b) 3.8% from 25 May 2026; and
  - c) 3.4% from 25 May 2027 .
- 74.3 No qualifying period applies in relation to an employee's eligibility to receive an annual salary increase.

#### **75 Salary Increment Progression**

- 75.1 An employee will be paid a commencement salary at the base level for that classification unless the CEO authorises payment of a higher increment point.
- 75.2 Salary progression to the next increment within a classification level will occur subject to the employee meeting the following provisions:
  - a) participation in the ILSC Performance and Development Management Program (PDMP);
  - b) 6 months of aggregate eligible service with ILSC in the employee's substantive role prior to 15 September of that year;
  - c) adhering to the ILSC Values and Code of Conduct; and
  - d) receiving a performance rating of at least 'Good Standard at Level' during the employee's most recent PDMP review.
- 75.3 Progression through Executive Level 2 (EL2) salary increments up to EL2.4 will occur in accordance with the standard performance and eligibility criteria above. Progression beyond EL2.4 to EL2.5 requires the approval of the GCEO and will be limited to roles that involve:
  - The leadership of a substantial team or teams of at least 4 or more staff; and/or
  - Responsibilities of significant complexity and strategic impact
- 75.4 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.
- 75.5 Increment Date: Salary progression through increments within a classification level will occur on the first full pay period on or after 3 October each year subject to clause 75.2.
- 75.6 Accelerated Increment Advancement: An employee's salary cannot be progressed by more than one increment per annum except:
- a) where accelerated advancement provisions have been put in place and met;
  - b) there are exceptional circumstances; and
  - c) where the CEO has approved the accelerated increment.
- 75.7 An employee's salary cannot be progressed to a higher broadband/classification level unless:
- a) specific qualification or advancement barriers have been met;
  - b) there is ongoing work at the higher level available; and
  - c) the CEO has approved the progression and/or reclassification.
- 75.8 Implications and Delay: Where a manager fails to report on an employee's suitability or non-suitability for salary progression by 15 September, the employee's salary progression will be delayed until the assessment is finalised but will then be backdated to 3 October. Where the delay is a direct result of unreasonable actions by the employee, the salary progression may not be backdated.
- 75.9 During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, subject to meeting the criteria in clause 75.2, regardless of the length of unpaid parental leave.
- 75.10 Employees on Higher Duties: Employees on higher duties will receive their next increment on their acting role after 12 months in the role and subject to meeting the provisions of clause 75.2.
- 75.11 An employee on HDA for over 12 months will still retain an entitlement to a salary increment at their usual level (taking into consideration the performance at the higher level).
- 75.12 Where an employee performs higher duties in broken periods, salary increment progression for the higher level will be available when an employee has been paid for a total of 12 months higher duties in a 24 month period and subject to meeting the provisions of clause 75.2 in the acting role.
- 75.13 Deferred Increment: An employee's salary progression increment may be deferred for up to 12 months where they have not met the requirements of clause 75.2 or they are under a performance improvement plan and have been advised that they are not performing to the required level. Salary progression may be paid when the manager reports that the employee has met the requirements of clause 75.2. Salary progression will then be paid from the first pay day following the report.

75.14 Casual employees will not usually be eligible for incremental advancement.

## **76 *Supported Salary for Employees with a Disability***

76.1 Employees with a disability, which makes them eligible for a supported salary, will be paid in accordance with the “Supported Wage System” as set out in Schedule B of this Agreement.

## **77 *Cadets***

77.1 The ILSC is committed to the ongoing development of Indigenous Cadets by hosting cadets through an approved employing third party (Legal Employer).

77.2 Cadets remain the employee of the Legal Employer with their conditions and entitlements governed by the Legal Employer. The ILSC provides workplace development and experience consistent with the requirements of the Legal Employer’s cadetship program.

## **78 *Trainees***

78.1 The ILSC is committed to the ongoing development of Indigenous trainees by hosting trainees through an approved employing Group Training Organisation (GTO).

78.2 Trainees remain the employee of the GTO with their conditions and entitlements governed by the employing GTO. The ILSC provides workplace development and experience consistent with the requirements of the training program. The ILSC may receive reimbursement for some costs from the training provider.

78.3 In the event the ILSC directly employs a Trainee, the rates of pay will be in accordance with Australian Government Industry Award 2016 - Schedule S—National Training Wage.

## **79 *Superannuation***

79.1 The ILSC will make compulsory employer contributions as required by the applicable legislation and fund requirements.

79.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.

79.3 The ILSC 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 ILSC’s payroll system

79.4 The ILSC will provide an employer contribution of 15.4% of the Fortnightly Contribution Salary (excluding Cadets and Casuals – refer clause 79.6) for members of the Public Sector Superannuation Accumulation Plan and members of other accumulation superannuation funds.

79.5 This will not be reduced by any other contributions made through salary sacrifice arrangements.

79.6 The ILSC will provide Cadets and Casual employees an employer contribution of 15.4% of

Ordinary Time Earnings for members of the Public Sector Superannuation Accumulation Plan and members of other accumulation superannuation funds.

**80 Flexible Remuneration Packaging (Salary Sacrificing)**

- 80.1 Access to flexible remuneration packaging is available to employees (excluding cadets, casuals or employees on probation) on a salary sacrifice basis. The cash component of the salary package will be paid fortnightly.
- 80.2 Where an employee takes up the option of flexible remuneration packaging on a 'salary sacrifice' basis, the employee's salary for purposes of superannuation, severance and termination payments (and any other purpose), will be determined as if the flexible remuneration packaging arrangement had not been entered into.
- 80.3 Any fringe benefits tax and administrative costs incurred as a result of remuneration packaging under these provisions will be met by the employee.
- 80.4 The ILSC will not accept responsibility for any liabilities arising (taxation or otherwise) from salary sacrifice arrangements.

## **PART I: Allowances and Expenses**

### **81 Workplace Allowances**

81.1 An employee who is appointed to perform one the following additional roles:

- a) First Aid Officer
- b) Harassment Contact Officer
- c) Health & Safety Representative
- d) Fire Warden; and
- e) Mental Health First Aid Officer;

and has the required recognised qualifications and/or and responsibilities, will be paid a fortnightly allowance via the payroll system of:

- i. \$31.67 from commencement of the Agreement
- ii. \$32.87 12 months after commencement of the Agreement
- iii. \$33.99 **24 months** after commencement of the Agreement.

81.2 As a salary-related allowance, this value will continue to be increased in line with headline wage increases.

81.3 An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

81.4 The allowances will not be paid during periods of paid or unpaid leave other than long service leave.

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

81.6 An employee's physical availability to undertake the role will be considered by ILSC 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.

81.7 Casual employees who are eligible to receive a workplace 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.

### **82 Meal Allowance**

82.1 Employees are entitled to an overtime meal allowance at the rate determined by the relevant subscription service in addition to any recognition of overtime where:

- a) they are required to work overtime after the end of ordinary duty for the day, to the completion of or beyond a meal allowance period, without a break for a meal;
- b) they are required perform duty after a break for a meal after the completion of their standard hours and they are not paid for that break;



- c) they are required to perform overtime prior to the commencement of their standard hours of duty for that day and they take a meal break which is not a paid meal break;
- d) they are required to perform duty on a Saturday, Sunday or public holiday, in addition to their ordinary weekly hours of duty, extending beyond a meal break and are not entitled to payment for that meal break.

82.2 A meal allowance period means the following periods:

- a) 7.00 am to 9.00 am;
- b) 12 noon to 2.00 pm;
- c) 6.00 pm to 7.00 pm;
- d) midnight to 1.00 am.

82.3 Overtime meal allowance shall not be payable if an employee is also receiving travel allowance for an overnight stay or is in receipt of part day travel allowance.

### **83 Professional Membership**

83.1 In recognition of the benefit professional membership offers the individual and the ILSC, a reimbursement of up to \$660 (GST inclusive) per annum for Professional Membership fees may be approved by the Section / Divisional Manager.

### **84 Retirement Planning**

84.1 To assist with retirement planning, employee aged 54 years and over who are approaching or genuinely considering retirement, may access financial assistance in the form of a one off reimbursement payment up to a total maximum of \$660 (GST inclusive) to obtain financial advice from a registered financial advisor.

### **85 Loss, Damage and Indemnity**

85.1 The ILSC provides no insurance for employee's personal effects. Employees should consider private insurance to cover personal effects.

85.2 The CEO may, in exceptional circumstance, approve reimbursement to an employee for loss or damage to personal effects, which occurred in the course of the employee's work.

### **86 Relocation Assistance**

86.1 The CEO may approve reasonable relocation assistance for existing ILSC employees to move from one ILSC office to another and to be reimbursed the associated costs.

86.2 Moves between cities/regions at the suggestion of the ILSC and agreed to by the employee, or to take up a promotion, will attract full relocation entitlements.

86.3 Relocation Assistance for existing ILSC employees may include:

<b>Relocation Assistance</b>	<b>Existing Employees</b>
<b>Relocation Leave</b>	Up to 3 days is available to cover packing, travelling and unpacking. An application for leave should be completed for this purpose.
<b>Removal and Storage of Household Goods</b>	Reasonable expenses paid as determined by the ILSC to transport household goods by road or rail, including: <ul style="list-style-type: none"> <li>• Wrapping, packing, transporting and unpacking;</li> <li>• Removalist transit and storage</li> <li>• Insurance for standard household items;</li> <li>• Up to 30 days temporary storage;</li> <li>• Relocation of up to 2 motor vehicles.</li> </ul>
<b>Relocating Domestic Pets</b>	Where practical, domestic pets travel with the Employee and/or family. Where not practical, reimbursement on receipt of up to \$200 (GST inclusive) for relocating pets.
<b>Travel Expenses</b>	Reimbursement on receipt of expenses for travel for Employee and immediate family members. The appropriate method of travel and reimbursement will be mutually agreed between the ILSC and Employee.
<b>Meals and Accommodation during Transit</b> (This will not include incidentals expenses)	Reimbursement on receipt of reasonable expenses for meals and accommodation during transit.
<b>Temporary Accommodation</b> (This will not include meals or incidentals)	Maximum of 30 days temporary accommodation which can be used prior to the move to vacate the origin home and arrival at the destination. The CEO may extend the period where the employee has not been able to secure suitable long-term accommodation and can demonstrate their efforts.
<b>Reimbursement of Relocation Assistance Package expenses on Resignation</b>	Employees who resign within 2 years of relocation, will be required to reimburse the following Relocation Assistance Package cost (no pro-rata): <ul style="list-style-type: none"> <li>• 100% within 1<sup>st</sup> year;</li> <li>• 50% within 2<sup>nd</sup> year;</li> </ul> Nil after 2 <sup>nd</sup> years.
<b>Reimbursement of Sale and Purchase of Primary Residence</b>	The extent to which an employee will be reimbursed costs associated with the sale and purchase of homes will be determined by the CEO in accordance with advice received from the ILSC General Counsel. Eligible transferred employees are entitled to be reimbursed reasonable legal, conveyance, break-lease and professional expenses associated with the sale and purchase of their homes as a consequence of their relocation. The reimbursement of these payments: <ul style="list-style-type: none"> <li>• are subject to time limits in accordance with the ILSC's guidelines;</li> <li>• are only payable in respect of one home in each locality;</li> <li>• are only payable if the employee is an employee at the time of the sale or purchase; and</li> </ul> an employee must first have established an entitlement to, and been paid, sale allowance.
<b>Pre-location Visits</b>	Where it is considered reasonable, the CEO may approve the payment of costs associated with a visit by an employee and their dependents to the new locality prior to relocation.
<b>Advance of Bond Monies and Utility Connection Deposits</b>	An employee on written application and provision of the relevant documents may be paid in advance an allowance equal to the amount of bond money and any utility deposits paid in respect of rental accommodation in which the employee intends to live. The employee must sign a declaration acknowledging payment of the advance, and agreeing the advance will be recovered from the employee's net fortnightly salary for a period of up to 12 months, or the duration of the Lease Agreement of which the payment is based, whichever is the shorter.

- 86.4 Where an employee retires or is retired from the ILSC the CEO may, having regard to relevant circumstances, authorise the payment of expenses reasonably incurred by the employee and their dependants in respect of conveyance and removal of household furniture and effects from the locality in which the employee was performing duty immediately prior to retirement to:
- a) the nearest capital city; or
  - b) the locality where the employee had lived immediately prior to engagement; or
  - c) another place as determined by the CEO.
- 86.5 The CEO may approve an employee an Education Costs Allowance (ECA) up to a maximum of \$10,000 gross per annum to assist with costs incurred in boarding a child at a school or elsewhere as a consequence of the employee's relocation.
- 86.6 Relocation assistance for new employees is subject to negotiation and approval on a case by case basis and is not a pre-condition of engagement with the ILSC.

## **87 Community Language Allowance**

- 87.1 A community language allowance will be paid where ILSC 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 ILSC.
- 87.2 The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of the Agreement	Rate from 12 months after commencement	Rate from 24 months after commencement
1	An employee who has adequate language skills, as determined by an individual or body approved by ILSC for simple communication.	\$1,490 per annum	\$1547 per annum	\$1600 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 ILSC.	\$2,979 per annum	\$3092 per annum	\$3197 per annum

- 87.3 The allowance is calculated annually and paid fortnightly.
- 87.4 The full allowance is payable regardless of flexible work and part-time arrangements.
- 87.5 The allowance is payable during periods of paid leave.

- 87.6 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## **88 *Adjustment of Allowances***

- 88.1 Allowances in this Agreement, other than salary rates and those allowances adjusted in line with salary increases, may be increased by the CEO during the life of this Agreement, taking into account *relevant economic indicators or statistical measures*.

## **PART J: Official Travel**

### **89 Domestic Fares**

- 89.1 Employees required to travel between locations in Australia for official purposes will be entitled to economy class air travel.

### **90 Overseas Air Travel**

- 90.1 Employees required to travel overseas for official purposes will be entitled to Business Class travel.

### **91 Motor Vehicle Allowance**

- 91.1 The ILSC may approve an employee using their own vehicle, or a vehicle hired at the employees expense, for official purposes where the CEO considers that it will result in greater efficiency or involves less expense for the ILSC.
- 91.2 Motor Vehicle Allowance will be paid in accordance with the relevant subscription service.

### **92 Travelling Allowance**

- 92.1 Travelling allowance will be payable to an employee who travels on official business and is away from home overnight. This allowance is to meet the cost of accommodation, meals and any incidental expenses incurred by the employee.
- 92.2 The rates of travelling allowance payable are in accordance with advice from the relevant subscription service.
- 92.3 Travelling allowance will be paid in advance, by way of electronic funds transfer to the employee's bank or financial institution account.
- 92.4 Where the CEO is satisfied that the overall allowance is insufficient for, or in excess of expenses, an alternative amount equal to reasonable expenses may be paid.
- 92.5 Where employees are not able to identify accommodation options within the travel allowance rate for accommodation, a case needs to be made to their Section/General Manager including 3 quotes (where possible) requesting an increase in the accommodation component of the travel allowance. Approval must be sought prior to travel.
- 92.6 Where the employee is provided with either accommodation or meals by the employer, the employee will not be paid for those components of travelling allowance in respect of any accommodation or meals provided.
- 92.7 Employees who have resided in the one locality, away from home, for more than 21 days will be paid an allowance equal to the amount expended on accommodation, meals and incidentals, or an amount, which the CEO considers to be reasonable in the circumstances.

### **93 Part Day Travel Allowance**

- 93.1 Employees who travel away from their usual place of work for a period of 10 hours or

greater but do not incur an overnight stay, will be entitled to an allowance for out of pocket expenses of \$60.00, which will be paid through an employee's salary.

## **PART K: Performance and Development**

### **94 Performance Development Program (PDP)**

- 94.1 The ILSC is committed to a performance development system that is fair and effective, operates transparently and consistently, supports employees, provides regular two way feedback and focuses on learning and development opportunities.
- 94.2 Performance measures must be reasonable, measurable and in line with the ILSC Work Level Standards.
- 94.3 The ILSC will maintain effective performance development via the ILSC “Performance Development Plan” (PDP). Further guidance is available in the *Employee Performance Development Policy* (HRM005) and the *Performance and Development Management Program (PDMP) Employee and Manager Guide* (HRM005A).

### **95 Studies Assistance Scheme**

- 95.1 The ILSC may provide financial, leave or other assistance to an employee to undertake formal course of study at a tertiary institution.
- 95.2 Assistance may also be considered for employees who wish to undertake post secondary studies, thesis or professional courses which are not covered by Learning and Development that are considered relevant to the ILSC and which provide direct or general benefits to the ILSC.
- 95.3 The hours per week available to approved students for part-time study are as follows:
  - a) Three hours per week for external/thesis students or part-time students with no face to face requirements during working hours. This time is cumulative and can be taken subject to operational requirements in blocks of up to one week at a time;
  - b) Five hours maximum per week for standard part-time face to face study to attend approved study activities and up to three hours available for travel to and from study activities;
  - c) Ten hours maximum per week for standard part-time face to face study to attend approved study activities for Aboriginal people and Torres Strait Islanders and up to three hours available for travel to and from study activities.
- 95.4 An approved student will be entitled to leave of absence with pay to travel to and from, and to attend, compulsory examinations/assessments held during the approved student’s ordinary hours of duty.
- 95.5 An approved student who is a part-time employee undertaking part-time study may apply for and be granted pro rata leave of absence with pay, or leave without pay for a proportionately equivalent study load, in accordance with the relevant provisions for full time employees.
- 95.6 The ILSC may, on application by an approved student, grant financial assistance as follows:
  - a) for the costs of the subject fees, text books and deferred and up-front HELP debt (formerly known as HECS);

- b) for first or subsequent degrees, payment of an allowance up to \$1,430 per subject per academic year, to a maximum of 4 subjects;
  - c) the scope of the expenditure is not limited, however student union fees, HELP Indexation (interest), taxi or parking expenses and computer and software are excluded.
- 95.7 Financial assistance for a part-time employee will not be pro-rated.
- 95.8 The financial assistance will be paid through the ILSC Payroll system and will be taxed.
- 95.9 Where an employee fails a subject, they will not be required to repay the monies already paid by way of a financial assistance. However, no further financial assistance will be payable for that subject.
- 95.10 Where an approved student is involved in 'non subject' related study, for example, a thesis, the financial assistance is limited to an equivalent amount capped at a maximum of \$3,740pa. For Indigenous employees the amount will be capped at a maximum of \$4,840pa. Reasonable travel (consistent with ILSC Travelling Allowance) and other costs associated with required field work/research may be considered and will be paid as an allowance through the ILSC Finance system, on presentation of receipts.

## **96     *Revocation of Studies Assistance Approval***

- 96.1 The CEO may revoke approved Studies Assistance due to, but not limited to:
- a) a subject in the course of study was not successfully completed;
  - b) the performance of the student's work area experienced significant adverse affects;
  - c) failure to successfully complete the subject or to balance work and study was not due to extenuating circumstances.
- 96.2 The ILSC will give the approved student written notice of the decision.
- a) strategically focusing employee development and management;
  - b) streamlining administration;
  - c) strengthening the responsibilities of managers in performance management;
  - d) using simple, fair and consistent bases for recognising and rewarding performance; and;
  - e) appropriate management of underperformance.
- 96.3 Employees engaged for 6 months or more must participate in the ILSC's PDMP scheme.
- 96.4 The performance management cycle runs from 15 September to 14 September each year or such other date as determined by the CEO and includes a mid cycle review. Further guidance is available in the PDMP policy guideline.
- 96.5 Employees may access the ILSC's mechanisms for Review of Decision clause for any grievances relating to the PDMP.

## **97     *Performance Improvement Plan***



- 97.1 An employee who is assessed as:
- a) working below an acceptable standard of performance/behaviour; and/or
  - b) has an overall rating of “Needs Development”;
- performance/behaviour may be managed through a Performance Improvement plan (PIP).
- 97.2 Where an issue is identified a manager must advise the Employee as early as possible. Feedback should be provided to the employee that:
- a) identifies the specific expectations that are not being fully met;
  - b) how the manager and others will support the employee to improve; and
  - c) the time period that will be used to develop and improve performance.
- 97.3 Where a Performance Improvement Plan is necessary this will be developed jointly by the manager and Employee and should include:
- a) a statement of the specific area or areas requiring improvement;
  - b) clear and measurable expectations;
  - c) a timeframe and method of assessment including regular discussions on progress; and
  - d) the support, training or other measures that will be provided to assist in improving performance.
- 97.4 Employees may have a support person present or representative, including a union representative, accompany them to meetings.
- 97.5 Further guidance is available in the Management Performance guideline.

## **98 *Learning and Development***

- 98.1 The ILSC will maintain an effective learning and development program for employees. The CEO may approve funding of professional development needs where these are agreed to in the PDMP or requested by the employee and the employee’s manager.
- 98.2 Competency based training courses, such as those offered through TAFE, which result in the achievement of a certificate, Diploma or graduate Diploma are covered under Learning and Development.

## **99 *First Nations Cultural Competency Training***

- 99.1 The CEO will take reasonable steps to ensure all substantive, ongoing, and contracted employees employed at the commencement of this agreement or any new substantive, ongoing, and contracted employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural capability training within 12 months of the commencement of the agreement.

- 99.2 Any new substantive, ongoing, or contracted employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural capability training course within 6 months of their engagement or promotion.

## **PART L: Supporting a Safe and Healthy Workplace**

### **100 Work Health and Safety Responsibilities**

100.1 The ILSC will endeavour to provide employees with a safe and healthy workplace. The ILSC and employees will work together to ensure obligations under the WHS Act and other relevant legislation are met.

### **101 Employee Assistance Program (EAP)**

101.1 The ILSC will continue to provide access to an external professional employee assistance provider for employees and their families.

101.2 There will be no initial cost to employees who contact the counselling service. Up to six counselling sessions will be provided at no charge to the employee. This number can be increased at the discretion of the ILSC if recommended by the counselling service and requested by the employee.

101.3 If the counselling service refers the employee to another service or agrees to provide services in addition to those under contract to the ILSC then the employee will be responsible for any costs which may arise.

101.4 If the employee and their manager agree, the provider may also be used to assist in providing advice and mediation in resolving workplace issues. The cost for such a service will be borne by the ILSC.

101.5 Manager Assist Service: Managers may access the “Manager Assist” service provided by the current EAP supplier, on the same basis as above.

101.6 Absence on Duty: Employees may access this service during working hours if they so desire but will need to inform their manager that they are planning a work place absence, to visit the service. No explanation other than this will be necessary.

### **102 Facilities for Breastfeeding Mothers, Insulin Dependent Diabetics & Family Rooms**

102.1 Wherever possible, the ILSC will establish and maintain a room for breastfeeding mothers, insulin dependent diabetics and use as a family room.

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

102.3 The ILSC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to sub clause 102.4. In considering whether a space is appropriate, an agency should consider whether:

- a) there is access to refrigeration;
- b) the space is lockable;
- c) there are facilities needed for expressing, such as appropriate seating.

- 102.4 Where it is not practicable for an ILSC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 102.5 ILSC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 102.6 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 change over time.
- 102.7 Further information is available in policy.

### **103 Remote Area Skills and Resources**

- 103.1 The ILSC will ensure that employees working in remote and isolated areas are appropriately trained and equipped to undertake this work safely.

### **104 Vaccinations**

- 104.1 The ILSC will make arrangements for the provision of selected vaccinations for all employees. Other needs for vaccinations may emerge from time to time and the ILSC will assess the impact on employees and approve those that may affect field employees in particular. The ILSC will pay the costs of obtaining these vaccinations. Vaccinations are encouraged but are not compulsory.

### **105 Healthy Employees Scheme (HES)**

- 105.1 Employees will be paid a one off allowance through the ILSC payroll system (taxed) per financial year on the first pay period after 3 October each year. The payment is made in anticipation that the employee will utilise this allowance towards the cost of activities and personal equipment/items, which contribute to improvement in an employee's health and well-being.
- 105.2 As at commencement of this agreement, the payment is \$674-per financial year. This allowance will be increased on the first pay period after 3 October each year, in line with CPI as advised by the Australian Bureau of Statistics for the 12 months to the preceding June quarter.
- 105.3 Ongoing employees may access the HES after successfully completing the 6 month probationary period. If confirmation of appointment is received after the nominal payment date, the allowance will be paid in the next available pay period.
- 105.4 If an ongoing employee returns from LWOP after the nominal payment date, the allowance will be paid in the next available pay period.
- 105.5 Non-ongoing employees must have completed 12 months service to be eligible for the HES. If 12 month's employment occurs after the nominal payment date, the allowance will be paid in the next available pay period.

105.6 Casual employees are not eligible for the HES.

## **106 Team Participation Scheme**

106.1 The ILSC will provide a Team Participation Scheme reimbursement of up to \$600 (GST inclusive) per financial year, for a team, made up of a majority of ILSC employees, to participate in an activity or a sport, which contributes to maintenance and/or improvement of the health and well-being of the team members.

## **107 Eye Sight Testing**

107.1 All ongoing employees who use screen based equipment (SBE) can undertake an eyesight test on engagement. Non-ongoing and casual employees engaged for more than 6 months may undertake an eyesight test.

107.2 The ILSC will pay the costs of a test conducted by an approved optometrist. If the optometrist or a General Practitioner recommends an ophthalmologist referral before the use of SBE, the ILSC will pay any amount not reimbursed under Medicare and/or Private Health Fund arrangements. All employees are eligible for a free eye test once in every two-year period or more frequently if symptoms indicate a problem exists.

107.3 Where the optometrist prescribes spectacles for SBE users, the ILSC will reimburse part of the cost of a standard set of frames and lenses. The ILSC has determined to reimburse the difference between Medicare and/or a Private Health Fund up to \$300 (per occasion) for frames/lenses or contact lenses, including any associated fitting costs. Employees can obtain non-standard frames or lenses, provided the employee pays the difference. Any employee who has been prescribed spectacles for the use of SBE must wear them when using SBE.

107.4 If a medical practitioner certifies that an employee should not use SBE, or that such use should be limited, that employee will not be disadvantaged in respect of salary and suitable options will be explored with the employee.

## **108 Disaster Support**

108.1 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 CEO will consider flexible working arrangements to assist the employee to perform their work.

108.2 Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

108.3 In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## **PART M: Workforce Engagement**

### **109 Engagement of Employees**

- 109.1 The CEO may, on behalf of the ILSC, engage such employees as are necessary for the performance of the ILSC's functions under the Act and that the ILSC in the performance of its functions give priority to "maximising the employment of Aboriginal persons and Torres Strait Islanders".
- 109.2 The CEO may engage an employee on the terms and conditions set out in this Agreement:
- a) on an ongoing basis; or
  - b) non-ongoing; or
  - c) as a casual employee.
- 109.3 In respect of ongoing and non-ongoing employment only, the basis of employment can be full-time or part-time.
- 109.4 In its engagement decisions, ILSC recognises that the default basis for engagement is on an ongoing basis.

### **110 Non-Ongoing Employment**

- 110.1 A non-ongoing employee under this Agreement will be employed for a fixed term period and will receive all the terms and conditions of employment as specified for an employee unless this Agreement or the applicable guidelines provides otherwise.
- 110.2 Non-ongoing employees are entitled to access a variety of provisions described elsewhere in this Agreement, including the following:
- a) Vaccinations;
  - b) Eyesight testing and the provision of corrective lenses if required – after 6 months continuous service;
  - c) Personal leave – pro rata;
  - d) Annual leave – (accrues on the same basis as ongoing employees);
  - e) Studies Assistance – after 12 months' continuous service;
  - f) Professional Membership – after 12 months' continuous service;
- 110.3 Non-ongoing employees may be selected to temporarily perform duties of a higher work level (commonly referred to as 'Higher Duties') where there are no suitable ongoing employees available to perform those duties.

### **111 Casual Employment**

- 111.1 Casual employees will receive payment for the hours that they actually work. The hours to be worked will be no greater than the hours the ILSC requires them to carry out the work.
- 111.2 Each engagement that casual employees work will be a separate contract of employment

which ceases at the end of that engagement.

111.3 Casual employees have no guarantee of ongoing or regular work.

111.4 Casual employees shall be paid a minimum of 3 hours pay for each engagement.

111.5 The following provisions of this Agreement do not apply to employees covered by this clause:

- a) hours and pattern of work;
- b) regular part-time employment;
- c) leave;
- d) HES;
- e) professional membership;
- f) salary packaging;
- g) learning and development;
- h) studies assistance scheme; and
- i) redeployment and redundancy.

111.6 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

111.7 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

111.8 Casual employees will have no entitlement to paid annual leave. Time off as a result of sickness, injury, carers or compassionate leave will be unpaid. Any leave taken will be in accordance with the FW Act.

111.9 The ILSC may at any time and in its absolute discretion terminate the employment of casual employees for any lawful reason and having complied with procedural fairness obligations where applicable.

111.10 The ILSC will comply with the casual conversion provision(s) of the FW Act. In addition, the ILSC 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.

111.11 A decision to expand the use of casual employees is subject to clause 10 of this Agreement.

111.12 The ILSC will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the Consultative Committee.

111.13 A casual employee who is eligible for a workplace allowance in accordance with clause 81 will be paid the full amount.

## **112 Probationary Employment**

- 112.1 The Probationary Employment Period for ongoing and non-ongoing employees shall be a 6 month qualifying period. If a non-ongoing employee is employed for less than 6 months, the entire period of employment will be considered as the Probation Employment Period. If a person is re-employed as ongoing or non-ongoing, they may be subject to another probationary period or the balance of the original 6 month probationary period.
- 112.2 Casual employees are not subject to probation, as there is no expectation of ongoing employment and their employment can be terminated without a notice period.
- 112.3 During the probationary period, either Party may terminate the employment by giving at least 2 weeks' notice in writing or the ILSC may make a payment in lieu of the notice period.
- 112.4 Notice in writing will be provided to the Employee prior to the expiry of the 6 month Probationary Employment Period if employment is not to continue.
- 112.5 During the probationary period the ILSC will provide regular feedback to the employee regarding expectations and their performance and will provide reasonable support and training to assist the employee in meeting those expectations.
- 112.6 An employee on probation has the right to be represented by a person or organisation of their choosing in any processes relating to assessment or the consequences of assessment.



## **PART N: Workforce Adjustment**

### **113 Employee Notice of Resignation**

- 113.1 An ongoing employee will terminate their employment by giving the ILSC at least two weeks' written notice, unless the ILSC agrees to a shorter period.
- 113.2 A non-ongoing employee will terminate their employment with the ILSC in accordance with their contractual arrangements. If this is omitted for any reason, they will comply with the same provisions as ongoing employees.
- 113.3 The ILSC may, at its sole and absolute discretion, terminate the employee's employment at any time prior to the expiry of the notice period nominated by the employee, by making a payment to the employee equal to the employee's salary rate, in lieu of any unexpired part of that notice period.

### **114 Termination of Employment**

- 114.1 The CEO may, by notice in writing, terminate the employment of an ongoing, non-ongoing or casual employee in the ILSC. Note: The FWA has rules and entitlements that apply to termination of employment.
- 114.2 For an ongoing or non-going employee, the notice must specify the ground or grounds that are relied on for the termination.
- 114.3 For an ongoing, non-ongoing or casual employee, the following are the grounds for termination:
- a) the employee is excess to the requirements of the ILSC;
  - b) the employee lacks, or has lost, an essential qualification for performing his or her duties;
  - c) non-performance, or unsatisfactory performance, of duties;
  - d) inability to perform duties because of physical or mental incapacity;
  - e) failure to satisfactorily complete any entry-level training course;
  - f) failure to meet an ILSC condition of employment imposed as follows:
    - i. probation;
    - ii. any formal qualifications stated as a requirement of the position that are unable to be verified;
    - iii. failure to secure security, police and character clearances;
    - iv. failure to secure health clearances;
  - g) breach of the ILSC Values and/or Code of Conduct;
  - h) any act of dishonesty or fraud;
  - i) any act or omission that brings the ILSC into disrepute;
  - j) any serious act of negligence;
  - k) any criminal act.

## **PART O:   Redeployment and Redundancy Provisions**

### **115   Excess Employees**

115.1 The following provisions apply to all employees of the ILSC with the exception of:

- a) Employees who are on probation;
- b) Ongoing employees who have less than 12 months service;
- c) Non-ongoing employees; and
- d) Casual employees.

### **116   Definition of Excess Employee**

116.1 An employee is an excess employee if in the opinion of the ILSC:

- a) the employee is substantively employed at a level where there are a greater number of employees than is necessary for the efficient and economical working of the ILSC;
- b) the services or duties of the employee, for which they were employed, cannot be effectively or reasonably used because of technological or other changes in the work methods of the ILSC or changes in the nature, extent or organisation of the functions of the ILSC; or
- c) their duties are to be performed at a different locality and the employee is not willing or able to transfer to the different locality.

### **117   Consultation with Potentially Excess Employees**

117.1 When the ILSC is aware that an ongoing employee is likely to become excess, the ILSC will advise the employee.

117.2 The ILSC will hold discussions (**Consultation Discussions**) with the employee to advise them of the reasons they may become excess and to consider:

- a) reasonable redeployment opportunities for the employee at or below level which might exist at the time;
- b) referral to a service provider approved by the ILSC to provide career planning and other appropriate assistance;
- c) whether voluntary redundancy might be appropriate; or
- d) whether to remain employed for the specified Retention Period.

117.3 The minimum time frame for the Consultation Discussions, unless the employee agrees otherwise, will be 8 weeks.

117.4 Where the employee nominates a representative, the ILSC will include the employee's representative in the Consultation Discussions.

117.5 The ILSC may, prior to the conclusion of Consultation Discussions, invite any employee who is not a potentially excess employee to express interest in a Voluntary Redundancy, where the redundancy of that employee would permit the redeployment of an employee who is potentially excess.

## **118 Declaring an Excess Employee**

- 118.1 At the conclusion of the Consultation Discussions set out in clause 117, the ILSC may advise the employee in writing that they are an excess employee. Unless the ILSC and employee agree to a shorter period of time for the Consultation Discussions, the ILSC will not advise an employee that they are an Excess Employee until at least 8 weeks from the date they were first advised they were potentially excess.

## **119 Voluntary Redundancy Key Steps**

- 119.1 Where an employee is advised that they are an excess employee in accordance with this Agreement, the employee may opt for either:
- a) accepting a voluntary redundancy; or
  - b) an opportunity to pursue redeployment followed by Voluntary Redundancy if they are not redeployed; or
  - c) a Retention Period in accordance with clause 125.
- 119.2 The employee will have a 4 week period (**Consideration Period**) from the date the employee has been advised they are excess to consider the three options specified in clause 119.1.
- 119.3 An employee, who has opted for an immediate Voluntary Redundancy consistent with clause 119.1(a), will not receive a Voluntary Redundancy and/or notice of termination before the end of the 4 week Consideration Period has concluded, unless they request otherwise.
- 119.4 An employee who opts to pursue redeployment consistent with clause 119.1(b), will have an 8 week period (**Redeployment Period**) from the date of notification that they are excess to pursue redeployment with assistance of a redeployment agent and/or the person nominated by the CEO. If they are not redeployed, a Voluntary Redundancy and notice of termination will follow at the end of the Redeployment Period. The employee may opt to end the Redeployment Period early in which case the employee will receive immediate Voluntary Redundancy and notice of termination.
- 119.5 An employee will only be given one offer of Voluntary Redundancy unless the CEO agrees otherwise.
- 119.6 As soon as possible following the employee being notified they have been declared excess and at the commencement of the 4 week Consideration Period specified in clause 119.2, the ILSC will give the excess employee information on:
- a) the amount of the severance benefit, pay in lieu of notice and paid leave credits;
  - b) how to ascertain the amount of accumulated superannuation contributions;
  - c) options open to the employee concerning superannuation; and
  - d) any taxation rules applying to the various payments, which would be payable on Voluntary Redundancy.
- 119.7 The 4 week Consideration Period specified in clause 119.2 can be reduced at any time by the employee where the employee advises that they have been provided with the

voluntary redundancy advice.

## **120 Accelerated Separation Option and Additional Payment**

- 120.1 Where the ILSC invites an excess employee to accept Voluntary Redundancy, the CEO may also invite the excess employee to accept an accelerated separation option.
- 120.2 In addition to the Redundancy Benefit set out in clause 122, a payment of a maximum of 4 weeks' salary in lieu of the Consideration Period specified in clause 119.2, may be made where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of Voluntary Redundancy.
- 120.3 If the excess employee agrees to Voluntary Redundancy after the 14 days, but employment is terminated before the end of the 4 week Consideration Period, only the unexpired period of the 4 week Consideration Period will be paid in lieu.

## **121 Period of Notice**

- 121.1 Where the excess employee accepts Voluntary Redundancy, the CEO may terminate the excess employee's employment by giving the required period of notice.
- 121.2 The period of notice will be four weeks (or 5 weeks for an employee over 45 and with at least 5 years of continuous service).
- 121.3 Where an employee's employment is terminated either before or within the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

## **122 Redundancy Benefit**

- 122.1 An employee who elects to take Voluntary Redundancy is entitled to be paid a Redundancy Benefit of an amount equal to two week's salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- 122.2 The minimum sum payable will be eight weeks salary (including any payment in lieu of the period of notice) and the maximum will be 48 weeks' salary.
- 122.3 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service, subject to any minimum amount the employee is entitled to under the NES.

## **123 Service for Redundancy Purposes**

- 123.1 Service for redundancy pay purposes means service defined in the *Fair Work Act 2009 (Cth)* and is taken to include:
- a) service in the ILSC;
  - b) government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
  - c) service with a Commonwealth body (other than service with a Joint Commonwealth-

State body) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;

- d) service with the Australian Defence Forces;
- e) ILSC service immediately preceding deemed resignation under the repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for redundancy pay purposes; or
- f) service in another organisation where:
  - i. an employee was transferred from the ILSC to that organisation with a transfer of function; or
  - ii. an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the ILSC; and
  - iii. such service is recognised for Long Service Leave purposes.

123.2 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the Public Service Act 1922.

123.3 Any period of service which ceased by way of redundancy retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit will not count as service for redundancy pay purposes.

123.4 Absences from work, which do not count as service for long service leave purposes, will not count as service for redundancy pay purposes.

## **124 Rate of Payment - Redundancy Benefit**

124.1 For the purpose of calculating any payment for any redundancy benefit, "salary" will include:

- a) the employee's salary at their substantive work value; or
- b) the salary of a higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of voluntary redundancy; and
- c) other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## **125 Retention Periods**

125.1 An excess employee who does not accept an offer of Voluntary Redundancy consistent

with clause 119.1(a) or 119.1(b) will commence a Retention Period as follows:

- a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- b) 7 months for other employees.

125.2 The **Retention Period** will commence on the earlier of the following:

- a) the day the employee is advised in writing by the ILSC that the employee is an excess employee in accordance with clause 116 or
- b) 4 weeks after the day, on which the ILSC, invites the employee to elect to be Voluntarily Redundant in accordance with clause 119.1.

125.3 During the retention period the ILSC:

- a) will continue to take all reasonable steps to find alternative employment for the excess employee; and/or
- b) may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate Retention Period, the employee will continue to be paid at their previous level for the balance of the Retention Period. On redeployment within the ILSC, the employee will have no further entitlement to a redundancy benefit under the NES or Clause 122.

125.4 During the Retention Period the employee:

- a) will take reasonable steps to find alternative employment; and
- b) will actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.

125.5 Where the CEO believes that there is insufficient productive work available for an excess employee during the Retention Period, the CEO and employee can agree to terminate the employee and pay the balance of the retention period as a lump sum.

125.6 An excess employee will be given four weeks' notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) at the conclusion of the Retention Period.

125.7 If an employee's employment is to be terminated at the end of the Retention Period, and the employee would be entitled to a redundancy payment under the NES, the Retention Period specified in clause 125.1 will be reduced by the employee's redundancy payment entitlement under the NES on termination, calculated as at the expiration of the Retention Period (as adjusted by this clause).

125.8 For the avoidance of doubt:

- a) It is intended that compliance with the obligations imposed on the ILSC and the employee during the Retention Period (as set out in clauses 125.3 and 125.4 above) will result in the employee obtaining alternative employment during the Retention Period; and
- b) Where the employee obtains a reasonable offer of alternative employment during the Retention Period, the employee's compliance with their obligations under clause 123.4 will in most circumstances require that offer be accepted; and

- c) Where the employee serving a Retention Period obtains alternative employment and voluntarily resigns from their position at the ILSC, there will be no entitlement to a Redundancy Benefit under NES or Clause 122 of this Agreement.

## **126 Career Transition and Financial Assistance**

126.1 Where an ILSC employee has agreed to accept a Voluntary Redundancy or an Accelerated Separation option, while the employee remains employed by the ILSC, the ILSC will assist the excess employee to find other employment by, to a reasonable extent:

- a) providing professional career counselling, resume and job-seeking services through an ILSC appointed accredited external provider;
- b) providing the employee with reasonable time off with full pay to attend necessary employment interviews.
- c) reimbursing expenses to attend interviews where expenses are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred upon production of invoices; and
- d) reimbursing the employee's expenses up to a maximum of \$600 (GST inclusive) for consultation with a qualified financial adviser of the employee's choice upon production of invoices.

126.2 Where an employee has not elected to accept a voluntary redundancy and is serving a Retention Period or 8 week Redeployment Period, while the employee remains employed by the ILSC, the ILSC will assist the excess employee to find employment by:

- a) providing professional career counselling, resume and job-seeking services through an ILSC appointed accredited external provider;
- b) facilitating funded trial placements in other organisations (within the State) where vacancies or potential vacancies exist;
- c) allowing the employee to attend professional development programs that may assist the employee to find other suitable employment;
- d) providing the employee with reasonable time off with full pay to attend necessary employment interviews;
- e) reimbursing expenses to attend interviews where expenses are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred upon production of invoices; and
- f) reimbursing the employee's expenses up to a maximum of \$600 (GST inclusive) for consultation with a qualified financial adviser of the employee's choice upon production of invoices.

126.3 The ILSC will consider an excess employee in isolation from and not in competition with other applicants for vacancies to which an excess employee of the ILSC seeks transfer. The excess employee (or most suitable excess employee based on merit) will be selected unless the employee is assessed as not competent for the job.

126.4 The ILSC will take reasonable steps to assign new duties to an excess employee at their substantive classification within the ILSC.

## PART P: Interpretations and Definitions

In this Agreement, unless contrary intention appears:

- i. "Act" means the Aboriginal and Torres Strait Islander Act 2005.
- ii. "Adoption and fostering" means at the expected day of placement, the child will be under school age and has not lived continuously with the employee for a period of 6 months. The child is not of the employee or the employee's spouse or de facto partner.
- iii. "Award" means the *Australian Government Industry Award 2016*.
- iv. "Bandwidth" means the beginning and ends times (7am – 7pm) of the day when employees may undertake duty.
- v. "Calendar day" means that there is 7 days to make-up a calendar week.
- vi. "Casual Employee" means an employee who is a casual employee as defined by the FW Act, who works on an irregular and intermittent basis and is paid a loading on their salary in lieu of most paid leave entitlements and other entitlements for which casual employees are excluded by this Agreement and the NES.
- vii. "Casual Loading" means an additional amount of pay in lieu of payment for Public Holidays on which the employee is not rostered to work (and does not work), paid leave entitlements (except long service leave and family and domestic violence leave).
- viii. "Carer" means an individual who provides personal care, support and assistance to another individual who needs it because that other individual:
  - (a) has a disability;
  - (b) has a medical condition (including a terminal or chronic illness);
  - (c) has a mental illness;
  - (d) is frail and aged; or
  - (e) are a child, not limited to a child of the employee.For the full definition of a Carer, please refer to the Carer Recognition Act 2010.
- ix. "CEO" means the person appointed under section 192K of the Act and includes an Acting CEO appointed under section 192P of the Act.
- x. "Continuous Service" means the period of employment that have not been affected by leave/absences which does not count for service (e.g. leave without pay).
- xi. "Core Hours" are periods during the standard day when an employee must perform work except when they are on an approved period of absence (e.g. approved leave, TOIL or flex). Core hours are 9:30am to 12:00 and 2:30pm to 4:00pm.
- xii. "Enterprise Agreement" means an agreement made under section 172(2)(a) of the Fair Work Act 2009.
- xiii. "Corporation" has the same meaning as the Indigenous Land Corporation in section 191 A of the Act.
- xiv. "EL1" means employees in the classification group EL1 (Executive Level 1) according to the ILSC Work Level Standards.
- xv. "EL2" means employees in the classification group EL2 (Executive Level 2) according to the ILSC Work Level Standards.



- xvi. "Employee" means an employee engaged under subsection 192S of the Aboriginal Torres Strait Islander (ATSI) Act 2005.
- xvii. "Employee Couple" means where two employees (not necessarily of the same employer) are in a spousal or defacto relationship.
- xviii. "Employee representatives" means ILSC employee representatives and employee representative groups, including employee organisations with members in the ILSC.
- xix. "FW Act" means the Fair Work Act 2009 or its successor.
- xx. "FWC" means the Fair Work Commission.
- xxi. "ILSC" means the Indigenous Land and Sea Corporation.
- xxii. "ILSC 1-3" means an employee in the classification groups ILSC Level 1 to ILSC Level 3, according to the ILSC Work Level Standards.
- xxiii. "ILSC Board" has the same meaning as the Indigenous Land Corporation Board in section 191V of the Act.
- xxiv. "Immediate 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 person whom a parental or care order in the employee's favour applies from either a State, Territory or Commonwealth jurisdiction;
  - (e) a member of an employee's household or another person of significance; and
  - (f) traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.
- xxv. "Manager" means the manager the employee directly reports to.
- xxvi. "ML Act" means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.
- xxvii. "Non-Ongoing employee" means an employee (full-time or part-time) who is not a Casual employee and is employed on a fixed term basis and will receive all the terms and conditions for this type of employment as specified in the Enterprise Agreement or the applicable guidelines provides otherwise.
- xxviii. "Ongoing employee" means an employee (full-time or part-time) who is not a Non-ongoing, contract or Casual employee or a person employed on a fixed term or specific task basis.
- xxix. "Ordinary Rate of Pay" means the minimum pay rates specified and payable to an employee for ordinary hours worked plus any reasonable additional hours without applying any overtime rate or other allowance or payment.
- xxx. "Notice Period" means the time period that is either notified by an employee to the ILSC or notified to an employee by the ILSC in respect of a proposed date of termination of employment.
- xxxi. "Parental Leave" means the paid and/or unpaid leave arrangements available to the

parents or caregivers for the birth of their baby or the adoption or long-term foster care of a child.

- xxxii. "Performance Agreement" means the agreement made between the CEO and the employee in accordance with the ILSC Performance Evaluation and Management Program.
- xxxiii. "Primary Care Giver" 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.
- xxxiv. "Reasonable Additional Hours" means any agreed additional hours that are in excess of ordinary hours worked.
- xxxv. "Request in writing" means it can be written via email rather than formal internal memo.
- xxxvi. 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.
- xxxvii. "SEE" means Senior Executive Employee.
- xxxviii. "Section/Divisional Manager" means the Manager responsible for the section/directorate or division of the ILSC.
- xxxix. "Settlement period" means the four week period over which credits and debits of time within the bandwidth is calculated for Flexi-time.
- xl. "Standard day" means a 7.5 hour day for the purposes of all leave accruals and deductions (8.30 am until 5.00 pm with 1 hour for lunch).
- xli. "Standard hours" means attendance from 8.30 am to 12.30 pm and 1.30 pm to 5pm with an hour for lunch.
- xlii. "TOIL" means Time off in Lieu.

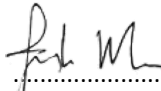
Words in the singular include the plural and words in the plural include the singular.

## PART Q: Formal Acceptance of Agreement and Signatures

### SIGNED FOR AND ON BEHALF of

The Indigenous Land and Sea Corporation

ABN: 59 912 679 254


Signature:   
Full Name: Joseph Morrison  
Position: Group Chief Executive Officer  
Address: GPO Box 652  
Adelaide SA 5001  
Basis of authority  
to sign: Employer covered by the Agreement.  
Dated: 18 / 08 / 2025

in the presence of:

Witness  
Signature:   
Name: Annette Brown  
Address: GPO Box 652  
Adelaide SA 5001  
Dated: 18 / 08 / 2025

### SIGNED FOR AND ON BEHALF of

the Employees

Signature:   
Full Name: Karen Mangan  
Position: Business Development Manager  
Address: GPO Box 652  
Adelaide SA 5001  
Basis of authority  
to sign: Member of the CPSU's bargaining team representing staff  
Dated: 15/08/2025

in the presence of:

Witness  
Signature:   
Name: Damon Lewis  
Address: GPO Box 652, Adelaide SA 5001  
Dated: 15/08/2025

SIGNED FOR AND ON BEHALF of

the Union

Signature: M. Payne  
Full Name: Melissa Payne  
Position: Assistant National Secretary  
Address: 54-58 Foveaux Street  
Surry Hills NSW 2010  
Basis of  
authority  
to sign: Union Official PS  
Dated: 18 / 8 / 2025

in the presence of:

Witness  
Signature: Stewart  
Name: Stephen Thompson-Fowler  
Address: 54-58 Foveaux St Surry Hills NSW 2010  
  
Dated: 18 / 08 / 2025

## SCHEDULE A: ILSC Classification Structure

Pay Points	Base Salary prior to Commencement of Agreement	2.81% Increase to Base Salary on Commencement of Agreement	3.8% Increase to Base Salary on 25 May 2026	3.4% Increase to Base Salary on 25 May 2027
IL□2□1	\$72,566	\$74,605	\$77,440	\$80,073
IL□2□2	\$74,436	\$76,528	\$79,436	\$82,137
IL□2□□	\$76,308	\$78,452	\$81,433	\$84,202
ILS□2□□□	\$78,353	\$80,555	\$83,616	\$86,459
IL□2□4	\$80,871	\$83,143	\$86,302	\$89,236
IL□2□5	\$83,440	\$85,785	\$89,045	\$92,073
IL□2□□	\$85,604	\$88,009	\$91,353	\$94,459
ILS□2□□	\$87,870	\$90,339	\$93,772	\$96,960
IL□□□1	\$90,279	\$92,816	\$96,343	\$99,619
IL□□□2	\$93,123	\$95,740	\$99,378	\$102,757
IL□□□□	\$95,730	\$98,420	\$102,160	\$105,633
IL□□□4	\$101,004	\$103,842	\$107,788	\$111,453
IL□□□5	\$103,831	\$106,749	\$110,805	\$114,572
IL□□□□	\$107,705	\$110,732	\$114,940	\$118,848
ILS□□□□	\$111,983	\$115,130	\$119,505	\$123,568
□L1□1	\$126,968	\$130,536	\$135,496	\$140,103
□L1□2	\$130,894	\$134,572	\$139,686	\$144,435
□L1□□	\$134,774	\$138,561	\$143,826	\$148,716
□L1□4	\$140,959	\$144,920	\$150,427	\$155,542
□L2□1	\$153,378	\$157,688	\$163,680	\$169,245
□L2□2	\$161,812	\$166,359	\$172,681	\$178,552
□L2□□	\$167,853	\$172,570	\$179,128	\$185,218
□L2□4	\$173,895	\$178,781	\$185,575	\$191,885
□L2□5	\$179,709	\$184,759	\$191,780	\$198,301
<b>Note: EL2.5 increment subject to clause 75.3</b>				
<b>LEGAL STRUCTURE</b>				
L1□8	\$126,968	\$130,536	\$135,496	\$140,103
L1□□	\$130,894	\$134,572	\$139,686	\$144,435
L1□10	\$134,774	\$138,561	\$143,826	\$148,716
L1□11	\$140,959	\$144,920	\$150,427	\$155,542
L1□12	\$153,378	\$157,688	\$163,680	\$169,245
L2□1	\$161,812	\$166,359	\$172,681	\$178,552
L2□2	\$167,853	\$172,570	\$179,128	\$185,218
L2□□	\$173,895	\$178,781	\$185,575	\$191,885
L2□4	\$179,709	\$184,759	\$191,780	\$198,301

## SCHEDULE B: Supported Wage System

**B.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

**B.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 wages in this Agreement 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.

### B.3 Eligibility criteria

B.3.1 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.

B.3.2 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.

### B.4 Supported wage rates

B.4.1 Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity [clause B.5]	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

B.4.2 Provided that the minimum amount payable to an employee 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.

B.4.3 Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

## **B.5 Assessment of capacity**

B.5.1 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.

B.5.2 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 Act.

## **B.6 Lodgement of SWS wage assessment agreement**

B.6.1 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 FWC.

B.6.2 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 FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

## **B.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

## **B.8 Other terms and conditions of employment**

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.

## **B.9 Workplace adjustment**

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.

## **B.10 Trial Period**

B.10.1 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.

B.10.2 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.

B.10.3 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.

B.10.4 Work trials should include induction or training as appropriate to the job being trialed.

B.10.5 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 B.5 Assessment of capacity.