



General Manager's report into individual flexibility arrangements under s.653 of the *Fair Work Act 2009* (Cth)

2015–2018

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The contents of this paper are the responsibility of the author and the research has been conducted without the involvement of members of the Fair Work Commission.

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Abbreviations list

| | |
|--------------------------|--|
| ABS | Australian Bureau of Statistics |
| AIRC | Australian Industrial Relations Commission |
| CATI | Computer assisted telephone interview |
| Commission | Fair Work Commission |
| Enterprise-agreement IFA | An IFA varying the effect of a term in an enterprise agreement |
| Explanatory Memorandum | Fair Work Bill 2008 (Cth) Explanatory Memorandum |
| Fair Work Act | <i>Fair Work Act 2009</i> (Cth) |
| IFA | Individual flexibility arrangement |
| NES | National Employment Standards |
| Regulations | <i>Fair Work Regulations 2009</i> (Cth) |
| SERE | Survey of Employers' Recruitment Experiences |
| WAD | Workplace Agreements Database |

Executive summary

The General Manager of the Fair Work Commission (the Commission) is required, every three years, under section 653(1) of the *Fair Work Act 2009* (Cth) (Fair Work Act) to:

- review the developments in making enterprise agreements in Australia;
- conduct research into the extent to which individual flexibility arrangements (IFAs) under modern awards and enterprise agreements are being agreed to, and the content of those arrangements; and
- conduct research into the operation of the provisions of the National Employment Standards (NES) relating to employee requests for flexible working arrangements and extensions to unpaid parental leave.

This report presents findings for the 26 May 2015–25 May 2018 period from research conducted into the extent to which IFAs under modern awards and enterprise agreements are being agreed to, and the content of those arrangements. Pursuant to s.653(3) this report is due to the Minister for Jobs and Industrial Relations within six months from the end of the reporting period, i.e. by 25 November 2018.

As the General Manager has noted in previous reports, there are no sources of administrative data in relation to IFAs. There is no registry where IFAs are stored, or approved. Although IFAs have been part of the Australian industrial landscape since 2009, they remain a small part of the overall mix of industrial instruments in Australia. This makes the research in this area both difficult to conduct and difficult to extrapolate from.

The findings in this report are drawn from two primary sources. The first is the Survey of Employers' Recruitment Experiences (SERE), a survey of employers conducted by the Department of Jobs and Small Business undertaken through a range of Australian regions. The survey monitors recruitment conditions and identifies practical information about what employers are looking for in applicants and how job seekers can better connect with employment opportunities. The Commission was able to request a small number of questions be included to the 2017–18 SERE to provide quantitative data on the extent of IFAs.

The second primary source is qualitative studies conducted for the Commission by EY Sweeney. EY Sweeney was contracted by the Commission to conduct in-depth interviews with employees and employers in relation to their experiences of IFAs.

Key findings from quantitative data

Overall, 9 per cent of employers had made an IFA since 1 July 2015. Over 2 per cent had made one IFA and fewer than 7 per cent of employers had made an IFA with more than one of their employees. Over one in three employers who had made an IFA indicated that they had made an IFA that had varied the effect of a modern award, 25 per cent indicated that they had made an IFA that varied the effect of an enterprise agreement and 29 per cent indicated they had made at least one of each.

The overall incidence of employers who had made an IFA since 1 July 2015 was slightly higher in a metropolitan region, (9.7 per cent in Melbourne) compared with a non-metropolitan region (7.1 per cent in Geraldton). The proportion of employers who had made multiple IFAs was higher in

Melbourne (7.3 per cent) compared with Geraldton (4.5 per cent), while the proportion of employers who had made only one IFA was relatively similar.

Key findings from qualitative data

The qualitative data showed the following:

- amongst both employers and employees, knowledge of flexible working practices was high but knowledge about specific elements in legislation was low;
- the most common IFA request involved a reduction in overall hours of work which included moving from full-time to part-time or reducing the number of days a person was at work;
- providing additional care for a child or family member was generally the key motivation for seeking an IFA from employers;
- employers considered each request individually and weighed up business needs and operational reasons as well as the employee's needs before making a decision;
- the perceived benefits of accessing flexible working arrangements outweighed the perceived costs for both employees and employers that had made or received requests; and
- a supportive organisational culture and the relationship between the employer and the employee were the keys to giving an employee the confidence to make a request.

1 Introduction

The Fair Work Commission (the Commission) is the national workplace relations tribunal. It is established by the *Fair Work Act 2009* (Cth) (Fair Work Act). The Commission carries out a range of functions including maintaining a safety net of modern award minimum wages and conditions, facilitating enterprise bargaining and approving enterprise agreements, administering the taking of protected industrial action and settling industrial disputes and granting remedies for unfair dismissal.

The Commission is comprised of Members who are appointed by the Governor-General under statute, headed by a President.¹ The President is assisted by a General Manager,² also a statutory appointee, who oversees the administration of Commission staff.

Under section 653(1) of the Fair Work Act, the General Manager must:

- review the developments in making enterprise agreements in Australia;
- conduct research into the extent to which individual flexibility arrangements (IFAs) under modern awards and enterprise agreements are being agreed to, and the content of those arrangements; and
- conduct research into the operation of the provisions of the National Employment Standards (NES) relating to employee requests for flexible working arrangements and extensions to unpaid parental leave.

The review and research must also consider the effect that these matters have had on the employment (including wages and conditions of employment) of the following persons:

- women;
- part-time employees;
- persons from a non-English speaking background;
- mature age persons;
- young persons; and
- any other persons prescribed by the regulations.³

The Fair Work Act specifies that the research must be conducted in relation to the first three years following the commencement of section 653 and each subsequent three-year period.⁴ A written report of the review and research must be provided to the Minister within six months after the end of the relevant reporting period.⁵

¹ Fair Work Act, ss.575 and 626.

² Fair Work Act, s.657.

³ Fair Work Act, s.653(2). The regulations do not prescribe any other persons.

⁴ Fair Work Act, s.653(1A).

⁵ Fair Work Act, s.653(3).

This report presents findings for the 26 May 2015–25 May 2018 period from the research conducted into the extent to which IFAs under modern awards and enterprise agreements are being agreed to, and the content of those arrangements.⁶ Pursuant to s.653(3) this report is due to the Minister for Jobs and Industrial Relations within six months from the end of the reporting period, i.e. by 25 November 2018.⁷

Earlier reports conducted by the General Manager are published on the Commission's [website](#).

⁶ The Fair Work Act provides that all modern awards must include a flexibility term enabling an employee and their employer to agree on an arrangement varying the effect of the award in relation to the employee and the employer, in order to meet the genuine needs of the employee and employer (s.144(1)). Such an arrangement is known as an IFA. The Fair Work Act also requires a flexibility term to be included in all enterprise agreements to enable the making of IFAs (s.202(1)).

⁷ Section 653(1A) of the Fair Work Act provides that the General Manager is required to review and undertake research for the three-year period from commencement of the provision and each later three-year period. Section 653 commenced operation on 26 May 2009 (see s.2 of the Fair Work Act). The initial reporting period concluded 25 May 2012. The initial General Manager's report presented results which included data up to 30 June 2012 as a result of data collection periods. This report includes data from 1 July 2015 to 30 June 2018 for the same reason.

2 Report Outline

Section 3 provides a brief overview of the relevant legislation. For a detailed explanation of the governing legislation pertaining to IFAs refer to the 2009–2012 report, which can be found on the Commission's [website](#).

The methodology behind the research conducted for this report is set out in Section 4. The Commission utilised two separate data sources for the research for this report. The first is quantitative data collected by the Department of Jobs and Small Business for the Commission. This was achieved through the inclusion of a small number of questions in the Department of Jobs and Small Business' existing Survey of Employers' Recruitment Experiences (SERE), when the survey was conducted in two regions, one metropolitan and the other non-metropolitan.

The second data source was in-depth interviews with employers and employees who had made or sought to make IFAs. The in-depth methodology was chosen to gain greater understanding on the range of key questions associated with IFAs, such as:

- why they are made;
- what process is undertaken;
- whether employers and employees were satisfied with their IFA; and
- why IFAs are refused.

The Commission did not conduct a large-scale survey for this report. While the Commission undertook large scale surveys for the 2012 and 2015 reports, the absence of any significant legislative or policy changes relating to IFAs between 2015 and 2018 meant that an opportunity existed in this report to collect data which revealed a deeper understanding of why and how IFAs were made. This suggested a research methodology which would generate such detailed understandings. The in-depth interview method together with data from SERE was preferred over a large-scale national survey.

The findings of the research are divided in two key Sections reflecting the two areas of research pertaining to IFAs required by s.653(1)(b) of the Fair Work Act:

- extent of IFAs (Section 5); and
- the process and content of IFAs (Section 6).

3 Legislative overview

IFAs are made under the flexibility terms in modern awards or enterprise agreements. IFAs are made between an individual employee and his or her employer and vary the effect of the terms of a modern award or enterprise agreement in relation to the employee and the employer.⁸ Flexibility terms in modern awards and enterprise agreements detail the effect of the terms of the modern award or enterprise agreement that may be varied by an IFA and the mandatory content of an IFA.

This Section is structured as follows:

- flexibility terms in modern awards;
- flexibility terms in enterprise agreements; and
- Commission decisions in disputes regarding IFAs.

3.1 Flexibility terms in modern awards

3.1.1 Legislative framework for flexibility terms in modern awards

A modern award must include a flexibility term enabling an individual employee and his or her employer to agree on an IFA varying the effect of the modern award in relation to that employee and employer to meet their genuine needs.⁹

If an individual employee and his or her employer agree to an IFA under a flexibility term in a modern award, the modern award has effect in relation to the individual employee and their employer as if it were varied by the IFA.¹⁰ The IFA is taken for the purposes of the Fair Work Act to be a term of the modern award.¹¹

The flexibility term for modern awards is made by the Commission. In doing so, the Commission must ensure the flexibility term includes the matters listed in s.144(4) of the Act.

3.1.2 Changes to the model flexibility term in modern awards

There were no changes to the model flexibility term during the 2015–2018 reporting period.

However, the IFA clause in 103 modern awards was varied, taking effect on 1 November 2018 as part of the plain language process.¹²

3.1.3 Content of an IFA and the model flexibility term in modern awards

Section 144(4) sets out the mandatory content for the Commission to include within the flexibility term in a modern award. The flexibility term must:

- identify the terms of the modern award, the effect of which the IFA may vary;

⁸ *Re Minister for Employment and Workplace Relations* [2010] FWAFB 3552; Fair Work Act, ss.144(2)–(3); 202(2)–(3).

⁹ Fair Work Act, s.144(1).

¹⁰ Fair Work Act, s.144(2)(a).

¹¹ Fair Work Act, s.144(2)(b).

¹² See [\[2018\] FWC 6091](#) and [\[2018\] FWCFB 4704](#)

- require genuine agreement between the parties;
- require the employer to ensure the employee is better off overall as a result of the IFA than if no IFA were agreed to;
- set out the steps for terminating an IFA;
- that the IFA be in writing and signed; and
- require the employer to ensure that a copy of the IFA is given to the employee.¹³

The flexibility term must not require that IFAs be approved, or consented to, by third parties.¹⁴ The exception to this provision is where the employee is under 18 years of age where a parent or guardian must also sign the IFA.¹⁵

The current model flexibility term, which forms the basis of flexibility terms in all modern awards, is included as Appendix B.¹⁶

3.1.4 Legislative framework for flexibility terms in enterprise agreements

An enterprise agreement must include a flexibility term enabling an individual employee and their employer to agree to an IFA varying the effect of the enterprise agreement in relation to that employee and employer, in order to meet their genuine needs.¹⁷ If an enterprise agreement does not include a flexibility term, or the flexibility term does not meet the requirements of the Fair Work Act,¹⁸ the model flexibility term is taken to be a term of the enterprise agreement.¹⁹

The model flexibility term for enterprise agreements is based 'upon the model flexibility term developed by the AIRC [Australian Industrial Relations Commission] for inclusion in modern awards'.²⁰ Whereas the model flexibility term for modern awards may be varied by the Commission,²¹ the model flexibility term for enterprise agreements is prescribed by the *Fair Work Regulations 2009* (Cth) (Regulations).²² Accordingly, the model flexibility term for enterprise agreements may only be modified by amending the Regulations.

If an individual employee and his or her employer agree to an IFA under a flexibility term in an enterprise agreement, the enterprise agreement has effect in relation to the individual employee

¹³ Fair Work Act, s.144(4).

¹⁴ Fair Work Act, s.144(5).

¹⁵ Fair Work Act s144(4)(e)(ii).

¹⁶ Although it did not occur during the time period that this report is considering, it is worth noting that the Commission introduced plain language versions of these clauses from 1 November 2018 ([\[2018\] FWC 6091](#)).

¹⁷ Fair Work Act, s.202(1).

¹⁸ *Stewart And Sons Steel P/L. Collective Agreement 2013/2014* [2013] FWCA 2132; Explanatory Memorandum to the Fair Work Bill 2008, cl. 863.

¹⁹ Fair Work Act, s.202(4).

²⁰ Explanatory Memorandum to the Fair Work Bill 2008, r.151 and clause 864.

²¹ Fair Work Act, ss.156 and 157.

²² Fair Work Act, s.202(5) and reg. 2.08 and Schedule 2.2 of the Regulations.

and his or her employer as if it were varied by the IFA.²³ The IFA is taken to be a term of the enterprise agreement²⁴ and hence may be enforced as though it were a term of the enterprise agreement.

There have been no changes to Schedule 2.2 of the Regulations during the reporting period.

3.1.5 Content of an IFA and the model flexibility term in enterprise agreements

The content that may be included in an IFA made under a flexibility term in an enterprise agreement will vary between enterprise agreements. The flexibility terms provided for in modern awards are determined by the Commission, within the requirements of the Fair Work Act. By contrast, as enterprise agreements are negotiated between employees and employers, there is scope, within the requirements of the Act, for employees and employers to agree to a flexibility term that permits the variation of the effect of more terms in an enterprise agreement.

The provisions of s.203 of the Fair Work Act detail the required content of a flexibility term in an enterprise agreement.

If an enterprise agreement does not include a flexibility term, or the flexibility term does not meet the requirements of the Fair Work Act, the model flexibility term for enterprise agreements is taken to be a term of the enterprise agreement.²⁵

The model flexibility term for enterprise agreements is set out in Schedule 2.2 of the Regulations and can be found at Appendix A.

3.1.6 Use of the model flexibility clause in enterprise agreements

Table 3.1 presents data from the Workplace Agreements Database (WAD) on the types of flexibility terms (model or otherwise) incorporated into enterprise agreements approved between 1 July 2015 and 30 June 2018. Most enterprise agreements had flexibility terms that differed from the model clause and either specified the terms that can be varied (56 per cent) or allowed any term of the agreement to be varied (3 per cent).

A significant proportion of enterprise agreements contained the model flexibility term provided in the Regulations—31 per cent contained the model flexibility term, and it was incorporated into a further 9 per cent of agreements following a Commission decision. One per cent of agreements contained no flexibility clause and therefore the model flexibility term is taken to be a term of the agreement.

²³ Fair Work Act, s.202(2)(a).

²⁴ Fair Work Act, s.202(2)(b).

²⁵ Fair Work Act, s.202(4) and *Re Minister for Employment and Workplace Relations* (2010) 195 IR 138.

Table 3.1: Types of flexibility terms in enterprise agreements 1 July 2015–30 June 2018, per cent of enterprise agreements

| Type of flexibility term | (%) |
|--|------------|
| Model flexibility term: the flexibility term is the model term | 31.0 |
| Model flexibility term incorporated: the Fair Work Commission Member's decision incorporates the model flexibility term into the agreement | 9.3 |
| No flexibility clause: model flexibility term taken to be a term of the agreement | 0.8 |
| Flexibility – specific: the flexibility term differs from the model flexibility term, and specifies which term can be varied | 55.6 |
| Flexibility – general: the flexibility term allows any term of the agreement to be varied | 3.3 |

Note: Some agreements may contain more than one flexibility term and therefore proportions may not add up to 100.

Source: Department of Jobs and Small Business, *Workplace Agreements Database*, June quarter 2018.

3.2 Commission decisions in disputes regarding IFAs

One dispute relating to an IFA was referred to the Commission during the reporting period and resulted in a decision.²⁶

²⁶ [2015] FWC 4408

4 Methodology of the research in this report

As IFAs are not lodged with or assessed by the Commission or any agency, no administrative data source exists from which to report on the extent or content of IFAs. This reduces the capacity of the Commission to accurately assess both the extent and terms of IFAs.

For the 2012 and 2015 reports, the Commission conducted its own surveys to obtain data relating to the extent and content of IFAs. The data were used for the General Manager to complete the reports pursuant to section 653. The two surveys were not identical, however, they were both large cross-sectional surveys designed to obtain a representative sample of employers and employees in Australia using standard questionnaires. Two surveys were undertaken for the 2012 reports—a household survey of 4500 employees and a survey of 2650 employers. The 2015 report used data that was part of a wide-ranging linked employer-employee survey where 3057 employer respondents were first selected and 7883 employees were then surveyed from the workplaces selected.

However, the experience of conducting these surveys has found that they were an extremely inefficient method for obtaining information on IFAs. As IFAs are only agreed to by a small number of employees and employers, as found in the first two of the General Manager's reports, it requires very large samples of respondents to be interviewed in order to identify those who have made an IFA and achieve sufficient data for research to be undertaken.

Part of the reason is the very unique nature of IFAs when compared to the array of employment arrangements. The IFA is a unique instrument which is only entered into through a series of specific steps. The report that is completed here is not one where the Parliament has requested that research be conducted into flexibility in employment relations more generally. The report is not a report about informal flexible arrangements, contractual flexible working arrangements or flexibility through awards or agreements (as such). It relates only to a single type of instrument, the IFA.

This means that the report requires a separation of IFAs from all other types of flexible working arrangements that are entered into by employers and employees. While this might be thought of as being reasonably straightforward, for many employees and employers there is conflation between different types of instruments which deal with flexibility. The absence of a specific form, or a registry, where any such arrangements are ultimately filed, means that the Commission is relying upon the knowledge of survey respondents concerning their own employment arrangements. Unfortunately, experience in research concerning employment arrangements has shown that many employees and employers are genuinely uncertain as to how their employment arrangements are regulated.²⁷

Ultimately, the complexities associated with conducting the research with respect to the small populations in sections 653(1) and (2) raise questions about the best method to meet the objectives in section 653. Without a designated registry or administrative database to capture the

²⁷ See O'Neill B (2012), *General Manager's report into the extent to which individual flexibility arrangements are agreed to and the content of those arrangements: 2009–2012*, Fair Work Commission, November, p. 30. Also Wilkins R & Wooden M (2011), *Measuring minimum award wage reliance in Australia: the HILDA survey experience*, Melbourne Institute Working Paper Series, No. 11/11, p. 11. When assessing the award reliance data from the Household, Income and Labour Dynamics in Australia survey, Wilkins and Wooden note that for employees answering questions concerning the primary method of setting pay there was 'considerable inaccuracy in response'.

information on IFAs, the research that the Commission must conduct can only ever provide a superficial picture of the extent and circumstances associated with IFAs.

4.1 Survey of Employers' Recruitment Experiences (SERE)

4.1.1 SERE design and use by the Commission

The SERE is an annual survey conducted by the Department of Jobs and Small Business. Each year more than 10,000 employers provide information about their local jobs market, including competition for vacancies. The survey results also identify practical information about what employers are looking for in applicants and how job seekers can better connect with employment opportunities.²⁸

The survey is run throughout the year, covering all 51 Employment Regions in Australia. The Commission partnered with the Department to include a small number of questions designed to obtain information on the extent of IFAs. The questions were not included for all 51 regions, but rather in six regions—five metropolitan (all in Melbourne) and one non-metropolitan (Geraldton). The survey was conducted in late 2017 in Geraldton and April 2018 in Melbourne. The questions asked at both locations are included at Appendix C.

4.1.2 SERE sample and data collection methodology

As the survey questions relating to IFAs were not conducted nationally or with a view to obtaining a national dataset, the data should only be treated as demonstrating the results from over 1200 employers from both a regional and metropolitan location.

The data collection methodology for the SERE is a computer-assisted telephone interview (CATI). The interview generally takes approximately ten minutes. In order to minimise respondent burden, the Commission only included a small number of additional questions concerning IFAs. The data set which was provided to the Commission included the results from these questions and data for certain business characteristics: size, industry and location.

4.2 Qualitative research on IFAs

Although the SERE provides quantitative data relating to the use of IFAs, the data do not address other questions concerning the process of reaching an IFA or the types of matters which are included in an IFA. In order to address these questions for the 2015–2018 period, the Commission obtained qualitative data of the experiences of employees and employers.

The Commission contracted EY Sweeney to conduct qualitative research addressing the content and negotiations for those who made or sought to make IFAs (and NES requests).²⁹ The Commission assessed that, in the absence of substantive legislative or policy changes, qualitative research would provide a better vehicle to assess the experiences of employees and employers considered entering into IFAs.

²⁸ For information on the SERE, see <https://www.jobs.gov.au/recruitment-conditions>.

²⁹ EY Sweeney (2018), *Qualitative research for s.653 reports on individual flexibility arrangements and National Employment Standards rights to request provisions under the Fair Work Act 2009*, Final report, 15 October.

The in-depth research approach was chosen because, as EY Sweeney noted in their report, this enabled employees and employers to provide:

- richer detail—a one-on-one discussion allowed for detailed explanations from the individual employee or employer;
- frank conversations—the use of in-depth interviews allowed for open conversations which would not be influenced by the loudest or most dominant voice as might exist in a focus group; and
- flexibility—in-depth interviews provide for greater flexibility in the discussion which is particularly useful in elucidating more information and also assists researchers involved with a low incidence of respondents.³⁰

EY Sweeney undertook an extensive recruitment process to ensure that the research it conducted included persons who had made IFAs. Such a screening process was necessary because of the complexities involved in identifying employees and employers who had actually made an IFA. EY Sweeney noted, for example, that due to a lack of knowledge about the actual formalities associated with making an IFA, a number of potential respondents were initially screened as having an IFA but after further questioning were found not to have made a formal IFA under the Fair Work Act.³¹

The process involved several stages to ensure that the employees and employers who were being interviewed were those who actually had made IFAs. The EY Sweeney report noted that such a process was necessary due to the low level of understanding within the community about the specific provisions within the Fair Work Act.³²

Consequently, EY Sweeney used a detailed recruitment screener to identify whether an employee or an employer had made or received requests for flexible working arrangements since 1 July 2015. The recruitment screener included a range of questions relating to the nature and outcome of the request. Importantly, EY Sweeney then included a second screening process where a professional recruitment team member interviewed the employee or employer to confirm that the key criteria of an IFA had been met.

Following the recruitment process, employees and employers who met the criteria were invited to participate in an in-depth interview. The interviews followed a semi-structured approach where separate discussion guides were created for both employers and employees. The discussion guides provided the interviewer with the key issues which they needed to canvass with the respondent, and provided a starting point for the conversation concerning IFAs.

Each interview ranged from 30–45 minutes in duration. A total of nine (9) interviews were conducted with employees and six (6) interviews were conducted with employers.³³ The interviews addressed a range of questions relating to flexible working arrangements and the issues faced by employees and employers when making such arrangements.

³⁰ EY Sweeney report, p. 7.

³¹ EY Sweeney report, p. 13.

³² EY Sweeney report, p. 13.

³³ EY Sweeney report, p. 7.

The difficulty in conducting this research and identifying IFAs was also addressed by EY Sweeney in their report. They observed that '[a] very small portion of Australian's [sic] qualified for this research, reflecting the portion of Australian's [sic] who have requested an IFA/NES since 2015'.³⁴

Although both employers and employees can initiate an IFA, the EY Sweeney report predominately included requests initiated by employees. This was because there were significant difficulties finding employers who had initiated a request reflecting the low initiation rate among employers.³⁵

The EY Sweeney report addressed issues of flexibility under the Fair Work Act which included both IFAs and also matters concerning sections 65 and 76 of the Fair Work Act.

Finally, EY Sweeney noted that they recruited participants from the key cohorts which were to be covered by the reports pursuant to section 653(2) of the Act. They noted that the key cohorts 'generally had similar views and experiences as the wider Australian population' but where they differed this would be noted in the report.³⁶

4.3 Data limitations

The survey conducted by the Department of Jobs and Small Business provides results on IFAs from employers in Australia. The results are based on an unweighted sample of employers and restricted to two localities in Australia.

The SERE does not collect information about employees, therefore, no quantitative data on the extent or circumstances of employees that had made IFAs could be assessed.

A further data limitation in relation to survey data on IFAs relates to the incomplete understanding of respondents about industrial relations matters.³⁷ The survey results from the 2012 report showed that some employees had difficulty differentiating IFAs from a broader range of workplace flexibility practices or changes to employment conditions.³⁸ In the absence of much greater public awareness through information campaigns or a higher density of IFAs, there is likely to again be respondents who have misidentified their employment arrangements. It is not possible to quantify the effects of the misidentification which may have arisen.

4.3.1 Issues of comparability between this report and previous reports

Results for the 2015–2018 reference period presented in this report are not directly comparable with those presented in the 2012 or 2015 reports. The SERE is a fundamentally different survey to those undertaken for the 2012 and 2015 reports. Further, the questions that the Commission is relying upon from the SERE were only administered in 6 of the 51 regions in which the SERE

³⁴ EY Sweeney report, p. 13.

³⁵ EY Sweeney report, p. 21.

³⁶ EY Sweeney report, p. 15.

³⁷ For example, in relation to wages previous research has found that employees have limited understanding of how wages matters were dealt with legally (see Evesson J & Oxenbridge S (2011), *Enterprise Case Studies: Effects of minimum wage-setting at an enterprise level*, Research Report No. 7/2010, February, Fair Work Australia) and wage data provided by employees is considered "less robust" than that provided by employers (see ABS, *Understanding Earnings In Australia Using ABS Statistics*, August 2013, cat. no. 6310.0).

³⁸ O'Neill, B, [General Manager's report into the extent to which individual flexibility arrangements are agreed to and the content of those arrangements: 2009–2012](#), Fair Work Commission, November 2012, p. 30.

operates. As such, the data should be considered as indicating the extent of IFAs only in those regions.

The 2015 report found little difference in the incidence of IFAs from the 2012 report. Together with the absence of any legislative and/or policy changes designed to alter the use of IFAs between 2015 and the current time, it is suggestive that there is unlikely to have been significant change in the use of IFAs during the current reference period in comparison to the previous periods.

Both employer surveys for the 2012 and 2015 reports were weighted to ensure the data were representative of Australian employers. It is not appropriate to weight the results obtained from the SERE on IFAs to provide national estimates given that the survey was only administered in two locations. The data obtained through the SERE should be thought of as quite different to the data which were obtained through the previous two surveys. Therefore, the results of the surveys should be compared with caution.

5 Extent of IFAs

5.1 Incidence of IFAs since 1 July 2015 reported by employers

According to the SERE, 9 per cent of employers who responded to the survey reported that they had made at least one IFA since 1 July 2015 (Table 5.1). The majority of these reported that they had made multiple IFAs at the workplace, while about one quarter had only made a single IFA at the workplace. A further 4 per cent were unsure whether they had made an IFA.

Table 5.1: Incidence of employers who have made IFAs since 1 July 2015

| | (%) |
|----------------|--------------|
| None | 86.7 |
| IFA | 9.0 |
| Single IFA | 2.4 |
| Multiple IFAs* | 6.6 |
| Unsure | 4.2 |
| Total | 100.0 |

Note: Employers who indicated that their IFA varied neither a modern award nor enterprise agreement were assumed not to have made an IFA.

* Includes employers who did not know the number of IFAs they had made.

Source: Department of Jobs and Small Business, *Survey of Employer's Recruitment Experiences*.

While the results from previous reports are not directly comparable with the results from the SERE, the incidence of IFAs from the two regions in the SERE were not greatly different to those obtained from previous reports.³⁹

Based on the SERE data, among employers who had made an IFA, the highest proportion indicated that the IFA varied a condition of employment in a modern award only (36 per cent) (Table 5.2). In addition, one quarter of employers who responded to the survey indicated that the IFA varied an enterprise agreement and a further 29 per cent indicated that they had made IFAs which varied both a modern award and an enterprise agreement.

³⁹ The 2015 report found that nearly 14 per cent of employers had made an IFA and the 2012 report found that around 8 per cent of employers made at least one IFA.

Table 5.2: Instrument varied by IFA among employers who made an IFA

| | (%) |
|----------------------|--------------|
| Modern award | 36.0 |
| Enterprise agreement | 25.0 |
| Both | 29.0 |
| Did not know | 10.0 |
| Total | 100.0 |

Note: Employers who indicated that their IFA varied neither a modern award nor enterprise agreement were assumed not to have made an IFA.

Source: Department of Jobs and Small Business, *Survey of Employer’s Recruitment Experiences*.

The number of IFAs made by employers, even at workplaces with multiple IFAs, was relatively small. A little over 70 per cent of employers who responded that they had made an IFA had made five or fewer IFAs at the workplace.

Table 5.3: Number of IFAs, employers who made an IFA

| | (%) |
|--------------|--------------|
| 1 | 27.0 |
| 2–5 | 44.0 |
| 6–10 | 9.0 |
| 11–20 | 6.0 |
| 21–50 | 5.0 |
| 51–100 | 4.0 |
| Over 100 | 1.0 |
| Did not know | 4.0 |
| Total | 100.0 |

Note: Employers who indicated that their IFA varied neither a modern award nor enterprise agreement were assumed not to have made an IFA.

Source: Department of Jobs and Small Business, *Survey of Employer’s Recruitment Experiences*.

Table 5.4 shows that small businesses were less likely to have made IFAs than medium and large businesses. This, in one sense, is not a surprising result as businesses with a larger number of employees have more employees who may seek flexible working arrangements and that a business with fewer employees is less likely to have a request made. However, it also reflects the greater capacity of larger businesses to deal with flexible working arrangements. This is a point which is made by the EY Sweeney research where they note that ‘larger companies had more capacity to cater to IFA/NES requests as they had experience dealing with past requests and employed a larger workforce that could account for staff changes. Smaller companies capacity to

negotiate was often limited as they simply did not have the resources to accommodate IFA/NES requests.⁴⁰

Table 5.4: Proportion of businesses with IFAs among employers who made an IFA, by business size

| | Proportion with IFA within business size (%) |
|--------------------------|---|
| Small (1–19 employees) | 5.9 |
| Medium (20–99 employees) | 13.5 |
| Large (100 or more) | 12.0 |

Note: Employers who indicated that their IFA varied neither a modern award nor enterprise agreement were assumed not to have made an IFA.

Source: Department of Jobs and Small Business, *Survey of Employer's Recruitment Experiences*.

5.2 Incidence of IFAs by region

A total of 820 employers from a metropolitan location (Melbourne) and 239 employers from a non-metropolitan location (Geraldton) responded to the survey questions on IFAs. The results for each region are presented in this section, however, due to the relatively low sample sizes, the results should be interpreted with caution.

The data from the SERE show that there is a high degree of consistency between Melbourne and Geraldton. Employers who responded to the survey in Melbourne (9.7 per cent) were more likely to have had made an IFA compared with those in Geraldton (7.1 per cent) (Table 5.5). A higher proportion of employers in Melbourne had made multiple IFAs (7.3 per cent) compared with Geraldton (4.5 per cent), and a similar proportion of employers from both regions had made only a single IFA (2.4 and 2.6 per cent, respectively).

Table 5.5: Incidence of employers who have made IFAs since 1 July 2015

| | Melbourne (%) | Geraldton (%) |
|----------------|--------------------------|--------------------------|
| None | 88.2 | 82.1 |
| IFA | 9.7 | 7.1 |
| Single IFA | 2.4 | 2.6 |
| Multiple IFAs* | 7.3 | 4.5 |
| Unsure | 2.1 | 10.8 |
| Total | 100.0 | 100.0 |

Note: Employers who indicated that their IFA varied neither a modern award nor an enterprise agreement were assumed not to have made an IFA.

* Includes employers who did not know the number of IFAs they had made.

Source: Department of Jobs and Small Business, *Survey of Employer's Recruitment Experiences*.

⁴⁰ EY Sweeney report, p. 26.

The number of IFAs made by employers did not vary greatly between Melbourne and Geraldton (Table 5.6). In both regions, the most common number of IFAs made by employers was two to five, and making only one IFA was the second most common in both regions. Employers in Melbourne were more likely to have made a higher number of IFAs, with over 6 per cent of employers with IFAs in Melbourne having made over 50 IFAs, compared to no businesses in Geraldton.

Table 5.6: Number of IFAs made among employers who made an IFA

| | Melbourne | Geraldton |
|--------------|------------------|------------------|
| | (%) | (%) |
| 1 | 24.7 | 36.8 |
| 2–5 | 44.4 | 42.1 |
| 6–10 | 11.1 | 0.0 |
| 11–20 | 6.2 | 5.3 |
| 21–50 | 3.7 | 10.5 |
| 51–100 | 4.9 | 0.0 |
| Over 100 | 1.2 | 0.0 |
| Did not know | 3.7 | 5.3 |
| Total | 100.0 | 100.0 |

Note: Employers who indicated that their IFA varied neither a modern award nor enterprise agreement were assumed not to have made an IFA.

Source: Department of Jobs and Small Business, *Survey of Employer's Recruitment Experiences*.

Regardless of whether an employer who responded was based in Geraldton or Melbourne, small businesses were less likely than medium and large businesses to have made an IFA (Table 5.7), and a similar proportion of small and medium employers had made IFAs in Melbourne and Geraldton.

Table 5.7: Proportion of employers that made an IFA, by region and business size

| | Melbourne | Geraldton |
|-------------------------------|------------------|------------------|
| | (%) | (%) |
| Small (1–19 employees) | 6.0 | 5.7 |
| Medium (20–99 employees) | 13.6 | 12.8 |
| Large (100 or more employees) | 9.9 | 42.9 |

Note: Excludes those employers who were unsure of whether they had made an IFA. Employers who indicated that their IFA varied neither a modern award nor enterprise agreement were assumed not to have made an IFA.

Source: Department of Jobs and Small Business, *Survey of Employer's Recruitment Experiences*.

Overall there does not seem to be much difference in the extent of making IFAs between Melbourne and Geraldton, aside from categories with small sample sizes.

6 Process and content of IFAs

6.1 IFA terms

Within the model flexibility term the following flexible arrangements are permitted:⁴¹

- arrangements for when work is performed;
- overtime rates;
- penalty rates;
- allowances; and
- leave loading.

6.2 Qualitative research on IFAs

The following sections provide a discussion of the qualitative research undertaken by EY Sweeney who were commissioned to provide detailed information on the extent and circumstances of employers and employees who had made IFAs for the reporting period.

6.2.1 Barriers to employees entering into IFAs

There are a variety of reasons why employees do not enter into IFAs. EY Sweeney in their report examining IFAs raised a number of reasons why employees may be reluctant to pursue IFAs. These included concerns that:

- utilising flexible working arrangements would be perceived by the employer as suggesting that they are less driven and affect their ability to progress their career;
- their passion for work and employment may diminish. This was a matter which was particularly the case for young and middle-aged employees, particularly females, attempting to advance their careers; and
- a lack of knowledge about the entitlements that employees might have access to, including but not limited to their ability to make an IFA, as employees preferred to be informed before approaching their manager.⁴²

The report found that a further key element associated with an employer's willingness to enter into an IFA was the relationship between the employee and their manager or employer. Employees believed that supportive managers would be critical in the determination as to whether a request for flexibility would be approved.⁴³

However, the absence of a supportive manager would not prevent an employee from making a request, but employees were much less confident that the request for an IFA would be approved.⁴⁴

⁴¹ In this Section, 'model flexibility term' refers to both the model flexibility term for enterprise agreements contained in Schedule 2.2 of the *Fair Work Regulations 2009* (Cth) and the model flexibility term developed by the Commission for inclusion in modern awards in [2013] FWCFB 8859.

⁴² EY Sweeney report, p. 30.

⁴³ EY Sweeney report, p. 31.

⁴⁴ EY Sweeney report, p. 31.

Employees viewed the role of supportive managers as desirable but not necessarily required. Employees would, notwithstanding a concern that their request would be rejected, still seek an IFA which would address their needs.⁴⁵ The report noted that employees had less of an understanding of business or operational reasons that a manager or employer might need to consider before determining the outcome of any request. Employees had a narrower understanding of the decisions that managers made and accordingly saw the decision for the manager relating to an IFA as principally relating to the relationship between the employee and the employer.⁴⁶

6.2.2 Barriers to employers entering into IFAs

Employers raised a number of reasons for being reluctant to reach agreement on IFAs and flexible working arrangements generally. The reasons included:

- whether flexible working arrangements could successfully co-exist with the business needs—for example, how to schedule around employees who do not work regular hours or days, and the disruptions to the nature of the business. These operational reasons were the most significant reasons for employers to reject IFAs;
- the additional administrative burden associated with approving an IFA predominantly within human resources departments. This was a particularly significant issue for smaller businesses without the capacity to manage flexible working arrangements in the way a larger business would manage such matters; and
- concerns from some employers that the granting of more favourable conditions to some employees would create tensions in the workplace and/or a loss of control for the employer when seeking to manage the workplace.⁴⁷

6.2.3 Types of flexibility elements included in the IFAs studied

The most common elements included, or sought to be included, in IFAs in the EY Sweeney report were:

- a reduction in hours from full-time to part-time;
- changes to the start-finish times;
- changes to the days of work;
- changes to the time work is performed; and
- working from home during selected days of the week.⁴⁸

The EY Sweeney report also noted that, consistent with the 2015 report on IFAs, there was a clear difference between the type of requests made by male and female employees.⁴⁹ Males were more likely to request a smaller reduction in hours or slight amendments to start-finish times, while

⁴⁵ EY Sweeney report, p. 31

⁴⁶ EY Sweeney report, p. 31.

⁴⁷ EY Sweeney report, p. 31.

⁴⁸ EY Sweeney report, p. 19.

⁴⁹ EY Sweeney report, p. 19.

female employees were more likely to request substantial changes to their working hours or start-finish times.

6.2.4 Reasons for requesting IFAs

Employees requested IFAs for several reasons. The first was to improve the work-life balance for the employee. Employees were said to perceive the traditional Monday to Friday, 40-hour week as less appealing than in the past. Employees sought not just good salaries but also flexibility with respect to their working life that allowed them to achieve a balance.⁵⁰

The second significant reason was that employees were seeking to care for a family member, such as children or elderly parents. This would prompt requests for reduced working hours, changed working days or start-finish times.⁵¹

Employees also sought to access IFA provisions to amend their childcare arrangements. Additional time away from work through flexible working arrangements reduced the cost of childcare on the family and reduced the burden on other members of the extended family.⁵²

6.2.5 Why do employers approve IFA requests

Employers recognise benefits in approving IFAs, including:

- to attract and retain staff. Employers are focussing on a range of practices to attract and retain valued staff. For employers, they would attract new employees and reduce staff turnover;⁵³
- because they are seen as a powerful tool for increasing employee morale.⁵⁴ Employers who agreed to IFAs found that their relationship with their employees was positive and the employees were more committed to the business's objectives;⁵⁵ and
- greater productivity and efficiency. Employers felt that when employees accessed the IFA provisions, the employees were less likely to be distracted and were more efficient.⁵⁶

6.2.6 The process of requesting an IFA by employees

Employees believed that there were some key elements in any request process which needed to occur for a request to be approved. These were:

- to be open and honest—employees believed that employers would appreciate the request and the reasons for the request whenever they explained honestly why the request was important to them;

⁵⁰ EY Sweeney report, p. 20.

⁵¹ EY Sweeney report, p. 20.

⁵² EY Sweeney report, p. 34.

⁵³ EY Sweeney report, p. 21.

⁵⁴ EY Sweeney report, p. 21.

⁵⁵ EY Sweeney report, p. 34.

⁵⁶ EY Sweeney report, p. 34.

- to be specific and direct—if employees diluted their request too much they would be disappointed with the outcome as it would not align with what they wanted; and
- plan ahead—making the request early gave the employer more time to consider the issues appropriately with substantial time to formalise the outcome.⁵⁷

6.2.7 The approval process for an IFA

The EY Sweeney report noted that there were four key criteria which determined whether a request for an IFA would be approved. These were:

- the needs of the employee. The needs were the key motivators behind the request, and they provided the structure for the negotiations between employee and employer over the IFA;
- the needs of the business. If the impact of the original request was acceptable then there was a formalisation of the request. However, when it was not a request that could be met within the business needs, it was either denied or negotiations were commenced. Businesses would have to assess how the request could be managed when determining whether approval could be given;
- the needs of the client. This is very much a business operational reason. The question for employers was how the proposed IFA would impact their relationship with their clients. If key personnel were unavailable at critical times this would impact on the business's operation directly and the delivery of goods or services; and
- past performance of an employee. Employers indicated that the decision to approve a request was a lot easier if the employee had an excellent work ethic and the employer was assured that the quality of their work would not diminish.⁵⁸

Employers noted that a small number of requests had been denied in the past as they did not meet the operational needs of the business.⁵⁹

6.2.8 The formalisation of the IFA

Employers were conscious that IFAs would need to be dealt with formally but different strategies were adopted during the process depending on the size of the business. Larger businesses were more likely to have procedures in place to formalise each stage of the process, including the formal outcome. There was often documentation at each stage of the process and the involvement of dedicated human resources representatives.

Smaller businesses approached matters in a more casual manner, partly due to the nature of the relationship between the employee and the employer and partly due to a lack of experience or knowledge about the legal requirements associated with an IFA request. EY Sweeney noted that there were occasions when matters were dealt with through a handshake agreement, leading the researchers to question whether a formal IFA had ultimately been reached.⁶⁰

⁵⁷ EY Sweeney report, p. 25.

⁵⁸ EY Sweeney report, p. 27.

⁵⁹ EY Sweeney report, p. 27.

⁶⁰ EY Sweeney report, p. 28.

Nonetheless, the EY Sweeney report noted that, for IFAs, there was a need to ensure that the employee was better off overall than if there was no IFA. This created a greater incentive to document the IFA request and its outcome.⁶¹

6.2.9 Knowledge of IFAs

One of the points which emerged from the qualitative study was the limited level of knowledge amongst employees of the provisions concerning IFAs. For example, the report noted that employees who formalised their changes did so because it was simply a normal process required by the human resources department rather than something from the Fair Work Act.⁶² The limited level of knowledge has meant that there is significant difficulty for employees and employers when accessing these provisions, as well as for the Commission when seeking to review them.

⁶¹ EY Sweeney report, p. 28.

⁶² EY Sweeney report, p. 17.

Appendix A – Model flexibility term – enterprise agreements

Fair Work Regulations 2009

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer 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 employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; 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 arrangement commences.

- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

Appendix B – Model flexibility term – modern awards

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Appendix C – Questions included in the SERE

| MODULE FA | INDIVIDUAL FLEXIBILITY ARRANGEMENTS (MELBOURNE ONLY) |
|-----------|--|
| FA1 | <p>The last few questions are about a particular type of agreement between an employer and individual employee.</p> <p>This agreement is known as an Individual Flexibility Arrangement, or IFA.</p> <p>An IFA is where an employee and their employer have a written and signed agreement to change the conditions of the employee’s award or enterprise agreement. This is often to allow more flexibility in hours or pay.</p> <p><i>Interviewer notes:</i></p> <ul style="list-style-type: none"> • <i>Prompt: Flexible arrangements may include different work hours, overtime rates, penalty rates, leave loading or allowances than under the award/enterprise agreement.</i> • <i>This arrangement does NOT refer to a contract of employment or AWA.</i> • <i>An IFA is where an employee and their employer agree - in writing and signed by both parties - to change the conditions of the employee's award or enterprise agreement. This is often to allow more flexibility in hours or pay.</i> • <i>Prompt if asked for precise time: We’re interested in IFAs since 1 July 2015</i> • <i>Words to leave interview: We were interested in people’s knowledge of IFAs and what you’ve said so far is very valuable, so we can finish up the survey now. Thank you for your time.</i> |
| FA2 | <p>To the best of your knowledge, have any staff made an Individual Flexibility Arrangement since 2015?</p> <p><i>Prompt if asked for precise time: We’re interested in IFAs since 1 July 2015</i></p> <ol style="list-style-type: none"> 1. Yes 2. No 3. Unsure |
| FA3 | <p>How many employees (would you say) have made an IFA since 2015?</p> <p><i>Interviewer notes:</i></p> <ul style="list-style-type: none"> • <i>Prompt if asked for precise time: We’re interested in IFAs since 1 July 2015</i> • <i>Prompt: What’s your best estimate?</i> • <i>Interviewer note: Please record if unsure/approximate figure</i> |
| FA4 | <p>Did these IFAs modify the conditions in an award, enterprise agreement or both?</p> <ol style="list-style-type: none"> 1. Award 2. Enterprise Agreement 3. Both 4. Neither 5. Unsure |

| INDIVIDUAL FLEXIBILITY ARRANGEMENTS (Geraldton) | | |
|---|---|---|
| FA1 | The last few questions are about workplace arrangements. Under the Fair Work Act, employers and employees can make Individual Flexibility Arrangements or IFAs. Are you aware of IFAs and understand what they are? 1. Yes 2. No 3. Unsure | <input type="checkbox"/> → FA3 → FA2 |
| FA2 | (Just to confirm,) An IFA is a formal written arrangement between an employer and an individual employee who wants more flexible working arrangements. This alters some of the conditions in the employee's enterprise agreement or award. So for example, the arrangement may allow an employee to work outside standard hours without penalty rates. <i>(Please refer to pink handout for definition of IFA, interviewer prompt, and words to leave the interview).</i> Interviewer notes: <i>For example, flexible arrangements may include different work hours, overtime rates, penalty rates, leave loading or allowances than under the award/enterprise agreement. This arrangement does NOT refer to a contract of employment or AWA.</i> <i>An IFA is where an employee and their employer agree - in writing and signed by both parties - to change the conditions of the employee's award or enterprise agreement. This is often to allow more flexibility in hours or pay.</i> <i>Prompt if asked for precise time: We're interested in IFAs since 1 July 2015</i> <i>Words to leave interview: We were interested in people's knowledge of IFAs and what you've said so far is very valuable, so we can finish up the survey now. Thank you for your time.</i> | <input type="checkbox"/> <input type="checkbox"/> → FA3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| FA3 | To the best of your knowledge, have any staff made an Individual Flexibility Arrangement since 2015? 1. Yes 2. No 3. Unsure (does not understand what IFAs are) 4. Unsure (understands IFAs, but doesn't know answer) 5. Unsure (no further information given) <i>Prompt if asked for precise time: We're interested in IFAs since 1 July 2015</i> If FA3=1 then branch to FA4, else if Age Question then branch to ZA2, else if Position Question then branch to ZA3, else branch to EN3 | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| FA4 | How many employees (would you say) have made an IFA since 2015? <i>Prompt if asked for precise time: We're interested in IFAs since 1 July 2015</i> <i>Prompt: What's your best estimate?</i> <i>Interviewer note: Please record if unsure/approximate figure</i> <i>Prompt if asked for precise time: We're interested in IFAs since 1 July 2015</i> | <input type="checkbox"/> → FA5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| FA5 | Did these IFAs modify the conditions in an award, enterprise agreement or both? 1. Award 2. Enterprise Agreement 3. Both 4. Unsure If Age Question then branch to ZA2, else if Position Question then branch to ZA3, else branch to EN3 | <input type="checkbox"/> |