

**INDIGENOUS BUSINESS  
AUSTRALIA  
COLLECTIVE AGREEMENT  
2009 - 2011**

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## **PART A. TECHNICAL MATTERS**

### **1. Title of this Agreement**

- 1.1 This Agreement shall be known as the Indigenous Business Australia Collective Workplace Agreement, 2009 - 2011.

### **2. Coverage**

- 2.1 This Agreement is made under Section 327 of the Workplace Relations Act. In accordance with Section 351 of that Act, this Agreement binds:
- (a) the General Manager and Board of IBA; and
  - (b) the employees of IBA who are covered by this Agreement.
- 2.2 This Agreement applies to all non SES employees of IBA, other than any employees covered by an Australian Workplace Agreement.

### **3. Parties to the Agreement**

- 3.1 This Agreement is made under Part 8 of the Workplace Relations Act between:
- (a) Indigenous Business Australia; and
  - (b) non SES employees of Indigenous Business Australia.

### **4. Commencement and duration**

- 4.1 This Agreement commences 7 days after the Workplace Authority issues a notice advising that the Agreement has passed the no-disadvantage test.
- 4.2 The nominal expiry date is 31 December 2011.

### **5. Relationship with Award and other instruments**

- 5.1 This Agreement displaces the Award and all certified or collective agreements that would otherwise apply.
- 5.2 The conditions and entitlements in this Agreement replace any conditions and entitlements included in any other employment instrument, whether this be a formal or informal instrument that previously applied to an employee who is covered by this Agreement. This clause does not impact on the nature of an employee's employment contract with IBA or on any obligations or responsibilities of an employee that pre-existed this Agreement except where they are inconsistent with the provisions of this Agreement.
- 5.3 This Agreement does not change or negate any policies of IBA except where such policies are inconsistent with the provisions of this Agreement.

## **6. Categories of employment**

6.1 Employees of IBA are employed in one of the following categories:

- (c) continuing employees; or
- (d) temporary employees who may be employed for a specified term or a specified task;
- (e) cadets;
- (f) trainees; or
- (g) casual employees.

## **7. Work flexibility**

7.1 The General Manager may reasonably require an employee to undertake any duties the employee is capable of performing. This includes an ability to move an employee to another position at the same or a higher level. This power is subject to the General Manager complying with all other obligations under this Agreement.

## **8. Flexibility clause**

8.1 The General Manager may make an arrangement (an individual flexibility agreement) with an employee regarding matters of remuneration and other terms and conditions that meets the genuine needs of both the employer and the employee, without disadvantaging that employee. .

8.2 An individual flexibility agreement may be terminated by either the employee or the General Manager providing to the other party to the agreement with 28 days written notice or at any time where both the employee and the General Manager agree in writing to the termination.

8.3 An individual flexibility arrangement must not be about matters that would not otherwise be able to be included in the Agreement.

8.4 An individual flexibility arrangement must be in writing and signed by the employee, the General Manager and, where the employee is under 18 years of age, a parent or guardian of the employee. A copy of the flexibility arrangement must be provided to the employee within 14 days after it is agreed to.

## **9. Relationship with Legislation**

9.1 IBA and its employees acknowledge that the employment of employees covered by this Agreement is subject to the provisions of the following Commonwealth Acts and Regulations or instruments made under these Acts, including:

- (a) *Workplace Relations Act 1996*;
- (b) *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) *Maternity Leave (Commonwealth Employees) Act 1973*;
- (d) *Superannuation Act 1976*;

- (e) *Superannuation Act 1990*;
- (f) *Superannuation Productivity Benefit Act 1988*;
- (g) *Safety Rehabilitation and Compensation Act 1988*;
- (h) *Occupational Health and Safety (Commonwealth Employment) Act 1991*;
- (i) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*.
- (j) *Superannuation Act 2005 (PSSAP)*
- (k) *Superannuation Guarantee (Administration) Act 1992*.

## **10. Delegations**

- 10.1 All the powers and authorities of the employer in this Agreement are held by the General Manager.
- 10.2 The General Manager may, by instrument in writing, delegate or authorise to a person, any of the General Manager's powers, authorities or functions under this Agreement, excluding his or her power to delegate or authorise.
- 10.3 The General Manager may issue instructions relating to the exercise of a delegated power, authority or function.

## **11. Interpretation**

- 11.1 Some words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 2.
- 11.2 In this Agreement, unless the context otherwise indicates:
  - (a) a reference to:
    - (i) the singular includes the plural and the plural includes the singular;
    - (ii) one gender includes the other gender; and
    - (iii) a Part, Section, clause, sub-clause or paragraph is to a Part, Section, clause, sub-clause or paragraph in this Agreement, unless otherwise specified;
  - (b) headings are for convenience only and do not affect the interpretation of this Agreement; and
  - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

## **PART B. REMUNERATION**

### **12. Pay rates**

- 12.1 The employee's pay rate is comprised of a base salary and, where applicable, an employee loading.
- 12.2 The minimum and maximum base salaries for each classification level payable under this Agreement are specified in Appendix 1.
- 12.3 An existing employee will continue to be paid the same base salary he or she was being paid immediately before this Agreement began to apply to the employee unless the provisions of Section 14 apply.

### **13. Junior rates of pay**

- 13.1 Junior rates of pay may apply to employees under 21 years of age holding the IBA Level 1 classification as follows:
  - (a) Under 18 years                      60% of the minimum pay point
  - (b) at 18 years                              70% of the minimum pay point
  - (c) at 19 years                              81% of the minimum pay point
  - (d) at 20 years                              91% of the minimum pay point

### **14. Transitional arrangements**

- 14.1 Where an employee was being paid under a common law contract immediately before the commencement of this Agreement, his or her remuneration will be adjusted as follows:
  - (a) base salary will be the base salary applying to the employee's classification and pay point held immediately before the commencement of this Agreement as set out in Appendix 1;
  - (b) an employee loading equal to the difference between the employee's new base salary and the total of the employee's base salary plus employee loading immediately before commencement of this Agreement subject to the provisions of clauses 16.2 and 16.3.
- 14.2 Where an employee becomes covered by this Agreement through the termination of an AWA that has not reached its nominal expiry date, his or her base salary and employee loading will be the same as he or she was being paid immediately before being covered by this Agreement.
- 14.3 Where an employee becomes covered by this Agreement through the termination of an AWA that has passed its nominal expiry date, and the termination has effect before 1 July 2009, his or her remuneration will be adjusted as follows:

- (a) base salary will be the base salary applying to the employee's classification and pay point held immediately before the date of effect of the AWA termination as set out in Appendix 1; and
  - (b) any employee loading payable to the employee immediately before the date of effect of the AWA termination will continue to apply at the same level, subject to the provisions of clauses 16.2 and 16.3.
- 14.4 Where an employee becomes covered by this Agreement through the termination of an AWA and the termination has effect on or after 1 July 2009, his or her remuneration will be adjusted as follows:
- (a) base salary will be increased as necessary to maintain the same relative position between the minimum and maximum pay points as was the case under the employee's AWA;
  - (b) any employee loading payable to the employee immediately before the date of effect of the AWA termination will continue to apply at the same level, subject to the provisions of clauses 16.2 and 16.3.

## **15. Base salary on commencement of employment**

- 15.1 The General Manager will determine a new employee's base salary based on the employee's skills and experience, subject to the employee being paid at or between the minimum and maximum base salary for his or her classification.

## **16. Employee loading**

- 16.1 An employee loading may be paid to an employee in the following circumstances:
- (a) the employee has consistently demonstrated high level performance and/or productivity that is considered beyond the requirements of his or her position and classification level;
  - (b) the employee is provided with additional responsibilities that are beyond normal requirements of his or her position and level, but not sufficient to justify an increase in classification level; or
  - (c) additional remuneration is required to retain the employee due to labour market forces and IBA considers that this is important.
- 16.2 The General Manager may review the employee loading that is payable to an employee. This review may result in a decrease of the loading where:
- (a) the employee's performance levels have fallen;
  - (b) additional responsibilities allocated to the employee are no longer required; and/or
  - (c) the labour market value of the employee's skills has fallen.
- 16.3 The General Manager may increase the employee loading that is payable to an employee following a reconsideration of the issues listed in clause 16.

## **17. Method of payment**

17.1 Employees will be paid fortnightly in arrears and the fortnightly rate of pay will be calculated using the following formula:

$$\text{Fortnightly pay} = \text{Annual Salary} \times 12/313$$

## **18. Salary increases**

18.1 Employees' base salaries will increase by the following amounts, subject to the provisions of clause 18.3:

- (a) 4.3 per cent from 1 July 2009;
- (b) 4.3 per cent from 1 July 2010; and
- (c) 4.3 per cent from 1 July 2011.

18.2 The minimum and maximum base salaries will be increased in accordance with the increases set out in clause 18.1.

18.3 The increases specified in clause 18.1 will not be paid to an employee in the following circumstances:

- (a) the employee does not have a performance agreement in place at 31 July in that year without reasonable cause; or
- (b) the employee was rated under the performance management system as *requires improvement* or *unsatisfactory* for the previous financial year and it was reasonable to expect the employee to have attained a rating of *fully effective*.

18.4 Where an employee does not receive an increase in his or her base salary specified in clause 18.1 because he or she was rated as *requires improvement* or *unsatisfactory* for the previous financial year, and the employee is assessed as having attained a *fully effective* level of performance at the mid-cycle review of the employee's performance, his or her base salary will be increased by 4.3 per cent from 1 January in the following year.

18.5 Where the employee does not receive an increase in his or her base salary under clause 18.3(b), the employee may request a review by the General Manager of the decision that it was reasonable to expect the employee to have attained a rating of *fully effective*.

## **19. Base salary advancement**

19.1 An employee will be eligible for a base salary advancement within his or her classification level on 1 July each year where he or she:

- (a) has been at a specific base salary level within his or her classification level for at least 6 months, excluding any periods that do not count as service;
- (b) is not already at the maximum base salary for his or her classification level; and

- (c) the employee has been assessed as *fully effective* or better for the previous financial year.
- 19.2 Where eligible for a pay advancement, an employee will advance by the following amounts, subject to the employee's base salary not exceeding the maximum base salary for the employee's classification as specified in Appendix 1:
- (a) employee was assessed as *outstanding* for the previous financial year – 5 per cent increase;
  - (b) employee was assessed as *superior* for the previous financial year – 4 per cent increase;
  - (c) employee was assessed as *fully effective* for the previous financial year with some areas of *superior* or *outstanding* performance – 3 per cent increase;
  - (d) employee was assessed as *fully effective* for the previous financial year and did not have some areas of *superior* or *outstanding* performance – 2.5 per cent increase.
- 19.3 The pay advancement percentages specified in clause 19.2 will be applied after the pay increases specified in clause 18.1

## **20. Performance bonuses**

- 20.1 Employees, other than cadets and trainees, will be eligible for payment of a performance bonus of up to 15 per cent of base salary calculated on the basis of:
- (a) individual performance; and
  - (b) team performance.
- 20.2 An employee at IBA Level 7 may be paid an additional bonus of up to 5 per cent of his or her base salary where the General Manager considers that the employee has made significant contributions to overall IBA performance during the previous year that go beyond the employee's normal range of responsibilities.
- 20.3 Where the employee is rated as fully effective or higher, the individual component of an employee's performance bonus may be reduced by the General Manager by up to 50 per cent where the employee has not completed required learning activities included in his or her performance agreement without reasonable cause.
- 20.4 Where an employee was *not able to be assessed* or has been assessed as *requires improvement* or *unsatisfactory* under the performance management system, he or she will not be paid a performance bonus for that year, regardless of the team performance.
- 20.5 In the first year of employment with IBA, the performance bonus payable to an employee will be a pro rata amount based on the proportion of the financial year worked by the employee.
- 20.6 Where an employee takes unpaid leave or is on an unauthorised absence for any part of a financial year, the General Manager may reduce the performance bonus payable to the employee on a pro rata basis.

- 20.7 Where an employee takes between 3 and 6 months of leave of any kind during a financial year, the General Manager may reduce the performance bonus payable to the employee by up to a pro rata amount.
- 20.8 Where an employee takes more than 6 months of leave of any kind during a financial year, the performance bonus payable to the employee will be a pro rata amount based on the proportion of the financial year actually worked by the employee.
- 20.9 Where an employee finishes employment with IBA between 1 July and 31 December in any year, the employee will not be entitled to any performance bonus in respect of that financial year.
- 20.10 Where an employee finishes employment with IBA between 1 January and 29 June in any year:
- (a) he or she, will not be entitled to any team component of the performance bonus for that financial year; and
  - (b) the General Manager may pay all or part of the pro rata individual component of the performance bonus where this is considered to be justified in the circumstances.
- 20.11 Any periods in which the employee is seconded to another public sector agency will be treated as a form of leave for the purposes of determining eligibility for payment of a performance bonus, but will not be regarded as a termination of employment for the purposes of clauses 20.9 and 20.10.

## **21. Casual loading**

- 21.1 Casual employees shall receive a 20 per cent loading on their salary in lieu of access to all forms of paid leave (other than Long Service Leave) and payment for public holidays on which the employee is not required to work.

## **22. Flexible remuneration packaging**

- 22.1 Employees may have access to Flexible Remuneration Packaging. This allows employees to receive non-salary benefits in lieu of salary. IBA guidelines on Flexible Remuneration Packaging will provide the basis for the administration and operation of the scheme. Employees must provide IBA with a written election to enter into Flexible Remuneration Packaging.
- 22.2 The key features of the scheme are:
- (a) the scheme operates at no cost to IBA;
  - (b) participation is entirely voluntary; and
  - (c) employees must obtain financial advice to be able to participate in the scheme.

- 22.3 Salary for superannuation, severance and termination purposes where an employee has elected to convert part of his or her salary to non-salary benefits, shall be determined as if those arrangements did not exist.

### **23. Superannuation**

- 23.1 IBA will make superannuation contributions in accordance with relevant legislation in place at any particular time, subject to a minimum contribution of 15.4 per cent of salary where the employee is not a member of the CSS or PSS superannuation schemes.
- 23.2 The employee's salary for superannuation purposes is his or her base salary plus any employee loading.
- 23.3 Where permitted by legislation, an employee may nominate a complying superannuation fund of his or her choice as long as that fund accepts contributions via electronic funds transfer.

### **24. Supported Salary for Employees with a Disability**

- 24.1 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which they are employed, determined in accordance with the procedures and provisions included in Appendix 3.

### **25. Cadetships**

- 25.1 IBA may engage cadets under established cadetship schemes.
- 25.2 Where IBA engages a cadet, it will provide the cadet with remuneration and conditions as required by the relevant cadetship scheme.
- 25.3 IBA will provide the conditions included in this Agreement to the cadet during any period in which the cadet is working with IBA during the work experience component of their cadetship and may extend some or all of those conditions to also apply during study periods.
- 25.4 Cadets will be treated as casuals and be paid a casual loading while working with IBA during the work experience component of their cadetship.
- 25.5 On successful completion of a cadetship, IBA will offer continuing employment to the cadet, subject to the availability of a suitable position for the cadet and satisfactory work performance during breaks between semesters.

### **26. Traineeships**

- 26.1 IBA may engage employees as trainees under established traineeships schemes administered by the State, Territory or Federal Governments.
- 26.2 Trainees will be engaged as temporary employees for the duration of their traineeship. IBA may elect to offer them continuing employment on successful

completion of their traineeship. Where this is the case, and the employee accepts the offer of continuing employment, the period of their traineeship will count as service for all purposes under this Agreement.

- 26.3 Trainees pay rates will be in accordance with the relevant Australian Pay and Classification Scale.
- 26.4 Each trainee will have a traineeship agreement that will set out specific conditions and requirements applying to the trainee.
- 26.5 Remote Locality Allowance is not payable to a trainee.

## **PART C. CLASSIFICATION STRUCTURE AND ADVANCEMENT**

### **27. Classification Structure**

- 27.1 The IBA classification structure is outlined in Appendix 1.
- 27.2 The following indicates the corresponding classification in the Award that would otherwise apply to the employee:-

<b>IBA Classification</b>	<b>Award Classification</b>
IBA1	ASO1 to 2
IBA2	ASO3
IBA3	ASO4
IBA4	ASO5
IBA5	ASO6
IBA6	SOGC
IBA7	SOGB

### **28. Broadbanding**

- 28.1 The General Manager may convert a position to a broadband of two classification levels where:
- (a) the duties of the position genuinely span more than one level; or
  - (b) there is capacity for the duties of the position to expand to take on higher level responsibilities appropriate to a higher classification level as the occupant of the position becomes more highly skilled and experienced.

### **29. Advancement to higher classification level within a broadband**

- 29.1 Where an employee is occupying a broadbanded position, the General Manager will determine whether the employee may progress to a higher level within the broadband where:
- (a) he or she is at the maximum base salary for his or her existing level; and
  - (b) the employee's performance has been assessed under the performance management system as at least *fully effective* for the previous year at the higher level.
- 29.2 The date of effect for advancement to a higher level in a broadband will be 1 July.

29.3 Once an employee has advanced to a higher level within a broadband, he or she will be subject to pay advancement within the higher level as specified in Section 19.

### **30. Temporary work at a higher classification level**

30.1 Where an employee is absent for a period of time, IBA will consider ways of redistributing the employee's work that does not involve another employee performing the whole of an employee's job.

30.2 Where it is not possible to redistribute an employee's duties during an absence, another employee may be required to work at the higher classification level for a period of up to three months without additional remuneration.

30.3 Where an employee is required to work at a higher classification level for more than three months, the General Manager will determine an amount of additional remuneration to be paid to the employee for the duration of the higher level work.

30.4 The additional remuneration paid to the employee while working at the higher classification level under clause 30.3 will not be regarded as salary for superannuation purposes unless this would result in IBA not complying with the superannuation legislative requirements.

## **PART D. PERFORMANCE MANAGEMENT**

### **31. IBA Performance and Development System**

31.1 The main features of the IBA Performance and Development system include:

- (a) a 12 month financial year cycle with a mid-cycle review or reviews and an end-of-cycle assessment;
- (b) performance agreements which include required outcomes, performance measures and an individual learning plan;
- (c) a rating scale of:
  - (i) unsatisfactory;
  - (ii) requires improvement;
  - (iii) fully effective;
  - (iv) superior; and
  - (v) outstanding;
- (d) a separate category of *unable to be assessed* where the employee has not worked a sufficient period of time during the cycle to enable a properly informed assessment of his or her performance; and
- (e) internal review mechanisms to deal with disputes over the content of performance agreements or where an employee disagrees with his or her assessment.

### **32. Managing under performance**

32.1 The procedures outlined in this Section do not apply to an employee during a probationary period or to a temporary employee who has not been employed by IBA for more than 12 months.

32.2 The following procedures will be applied where an employee is not performing at the minimum standard expected of his or her level. This includes employees who are, or are likely to be, assessed under the performance management system as *unsatisfactory* or *requires improvement*.

32.3 The steps to be taken in managing an employee's performance are:

- (a) informal efforts to improve the employee's performance including feedback on the areas of performance that require improvement and acting on appropriate development activities;
- (b) formal performance counselling and development of a performance improvement plan which specifies:
  - (i) areas of performance that require improvement;
  - (ii) the performance standards that must be obtained;

- (iii) appropriate development activities; and
    - (iv) the length of an assessment period in which the employee's work will be assessed in relation to the required performance standards;
  - (c) preparation of a report comparing the employee's performance with the required performance standards and including a recommendation on action to be taken.
- 32.4 The length of the assessment period to be included in the performance improvement plan will be by agreement between the employee and his or her supervisor, with a default period of eight weeks where they are unable to agree.
- 32.5 Where an employee is subject to an underperformance process, he or she is entitled to be accompanied to any meetings associated with the underperformance process by a support person. The role of the support person may include encouragement, support and advice, but may not include representation or advocacy on behalf of the employee.
- 32.6 Following the completion of an underperformance process and consideration of the supervisor's report and recommendation, the General Manager may:
- (a) take no further action as the employee has met the required standards;
  - (b) require a further assessment period;
  - (c) reduce the employee's classification level;
  - (d) transfer the employee to another position at the same level; or
  - (e) terminate the employee's employment.
- 32.7 Where the General Manager decides not to take any further action as the employee has met the required standards and the employee's performance again falls below the required standards during the next 12 months, the default assessment period where the employee and supervisor are unable to agree on the period shall be four weeks.
- 32.8 Nothing in this Section limits the power of the General Manager to transfer the employee to another position at the same classification level at any time.

### **33. Code of Conduct**

- 33.1 All employees must comply with the IBA Code of Conduct.

## **PART E. HOURS OF WORK**

### **34. Ordinary Hours of Work**

- 34.1 The ordinary hours of work for a full time employee are 7 hours 30 minutes per day, Monday to Friday, or 37 hours 30 minutes per week.
- 34.2 The ordinary hours of work for a part time employee are as specified in his or her part time work agreement.

### **35. Christmas Closedown**

- 35.1 IBA will close on the working days between Christmas and New Year. Employees are not required to take any form of leave for those days.
- 35.2 Where an employee is required to work on the working days between Christmas and New Year he or she will be provided with equivalent time off in lieu within four weeks of the closedown.

### **36. Flextime**

- 36.1 Flextime is available to the employees who are classified at the IBA Level 1 to IBA Level 4, unless:
- (a) the General Manager has determined that an employee will be subject to the regular hours provisions set out in Section 37 of this Agreement;
  - (b) the General Manager removes an employee from the flextime system for a period of time for disciplinary reasons; or
  - (c) an employee is required to work fixed hours for operational or disciplinary reasons.
- 36.2 The following are standard terms and concepts used in the flextime system:
- (a) *Bandwidth* is the span of hours within which ordinary hours can be worked. The bandwidth hours are 8.00 a.m. to 5.30 p.m., Monday to Friday.
  - (b) *Core hours* are the times during the day during which employees working under the flextime system must be at work unless on a form of approved leave;
    - (i) for full time employees, core hours are 9.30 a.m. to 12.00 midday and 2.00 p.m. to 4.00 p.m.;
    - (ii) for part-time employees, core hours are as specified in their part-time work agreement.
  - (c) *Flex credit* is a tally of hours an employee has worked under the flextime system that are in excess of his or her ordinary hours of work.
  - (d) *Flex debit* is a tally of hours an employee has worked under the flextime system that are less than his or her ordinary hours of work.

- (e) *Flex leave* is an approved absence during core hours other than a form of paid leave specified in PART F of this Agreement.
- (f) *Settlement period* is a four week period that provides the basis for reconciling an employee's actual working hours with his or her ordinary hours of work.
- (g) *Standard day* is the basis for calculating leave credits and debits and is the working day for employees who have been removed from the flextime system for disciplinary reasons:
  - (i) for full time employees, the standard day is 8.30 a.m. to 5.00 p.m., Monday to Friday, with a one hour lunch break as determined by an employee's supervisor between the hours of 12.00 midday and 2.00 p.m., but normally between 12.30 p.m. and 1.30 p.m.; and
  - (ii) for part-time employees, the standard day is as specified in each employee's part-time work agreement.

36.3 Where an employee is working under the flextime system, he or she may commence and finish work at any time within the hours of 8.00 am to 5.30 pm, subject to the following:

- (a) the employee must be at work during core hours unless on an approved form of leave, including flex leave;
- (b) an employee who intends to work in excess of 7.30 on any day must ensure that there is sufficient available work to justify the additional time;
- (c) for operational reasons, the employee's supervisor may require the employee to:
  - (i) start work no later than a specific time within the standard day;
  - (ii) work up until at least the end of the standard day; and/or
  - (iii) have a lunch break at a specific time within the period 12.00 midday to 2.00 p.m.;
- (d) the employee's supervisor may require him or her to finish work after the completion of 7.30 where the supervisor does not consider there is sufficient priority work available to justify working additional time;
- (e) the employee should not work for more than 5 hours without taking a meal break of at least 30 minutes; and
- (f) the employee should not work hours that will result in him or her exceeding the maximum flex debit at the end of the settlement period.

36.4 Notwithstanding anything else in clause 36.3, the General Manager may determine that a quiet period is to apply to a specified group of employees. During the quiet period:

- (a) each employee in the specified group may not work more than 7.30 on any day without the approval of the employee's supervisor, in which case, the employee may not work more than 37.5 hours for that week; and

- (b) where an employee has flex credits, the employee's supervisor may require the employee to take flex leave on a particular day or days to reduce the flex credits as long as this would not result in the employee having a flex debit.
- 36.5 Where an employee is working under the flextime system, he or she may commence work before 8.00 am, or finish work after 5.30 pm with the agreement of his or her supervisor. This agreement may be for an individual day, or on a continuous basis.
- 36.6 An alternative bandwidth may apply to an individual employee or to a group of employees, subject to:
  - (a) the General Manager and the individual employee or a majority of the group of employees agreeing; and
  - (b) the alternative bandwidth does not impact on operational requirements.
- 36.7 An employee may take flex leave subject to the following:
  - (a) reasonable notice being provided to the employee's supervisor, particularly where there are operational implications; and
  - (b) prior approval from the employees' supervisor is obtained.
- 36.8 The maximum flex leave that can be taken in a settlement period is 2 days, except where an employee is required to take flex leave in accordance with clause 36.4(b).
- 36.9 Supervisors will consider the operational requirements of the office and the needs of employees when determining whether or not to approve flex leave.
- 36.10 The maximum flex credit is 15 hours for full time employees and a pro rata amount for part time employees.
- 36.11 Where an employee has more than the maximum flex credit at the end of the settlement period, his or her supervisor must allow the employee to take sufficient flex leave to reduce the credit to below the maximum by the end of the following settlement period. Where the employee and his or her supervisor are unable to agree on the timing of the flex leave to be taken in the settlement period, the supervisor may determine the timing of the leave.
- 36.12 Where an employee still has more than the maximum flex credit at the end of the following settlement period, his or her flex credits will be reduced to the maximum flex credit that applies to the employee, provided that the reduction in flex credits must not result in the employee being paid less than an amount equivalent to a basic periodic rate of pay (as defined in section 178 of the Workplace Relations Act) that complies with section 182 of the Workplace Relations Act for the employee's guaranteed hours (as defined in section 183 of the Workplace Relations Act) averaged over a period of 12 months in accordance with Regulation 7.1(3) of Chapter 2 of the Workplace Relations Regulations 2006.
- 36.13 The maximum flex debit is 10 hours for full time employees and a pro rata amount for part time employees. Any debit in excess of the maximum debit at the end of the settlement period will be cancelled using leave without pay.

36.14 Where an employee is found to have breached his or her obligations under the flextime system as described in this section, including exceeding the maximum flex debit at the end of the settlement period, the General Manager may require the employee to work standard days for a specified period.

### **37. Regular hours**

- 37.1 The General Manager may determine that an employee who is classified at IBA Level 1 to IBA Level 4 will be subject to regular hours provisions as set out in this Section in place of the flextime provisions. The negotiation of a pattern of regular hours may be initiated by the employee or his or her manager.
- 37.2 The employee's supervisor may negotiate a pattern of regular hours that will apply to the employee. The pattern of regular hours must total the employee's ordinary hours for the settlement period and may include:
- (a) different hours on different days during the settlement period; and
  - (b) whole or part days off.
- 37.3 Where an employee and his or her supervisor are unable to reach agreement on the pattern of regular hours to apply to the employee, the default pattern will be the same as the standard day. This will only be applied where there are operational reasons justifying the use of the regular hours option.
- 37.4 An employee who has regular hours set may work different hours to those specified in his or her pattern of regular hours with the approval, or at the direction, of his or her supervisor. Where this involves more or less time than set out in his or her pattern of regular hours, the employee will accumulate a flex credit or debit.
- 37.5 Where an employee accumulates a flex credit or debit under clause 37.4, the provisions of clauses 36.7 to 36.13 will apply.

### **38. Rostered day off option**

- 38.1 This section applies to full-time employees at IBA Level 1 to IBA Level 4.
- 38.2 A rostered day off ("RDO") option may be used in place of flextime where the General Manager and an individual full-time employee are in agreement.
- 38.3 The RDO option comprises the following features:
- (a) employees must work 150 hours during the four week settlement period;
  - (b) each employee will have a rostered day off identified during the settlement period which they are able to take off with pay;
  - (c) where an employee is required to work on his or her rostered day off, it will be regarded as overtime, which may be taken as time off in lieu;
  - (d) employees may not accrue RDOs and take them at a later time;

- (e) where an employee has more than one week of leave during the settlement period, he or she will not have a rostered day off for that settlement period; and
- (f) any leave taken during the settlement period will be equal to 7 hours 30 minutes.

### **39. Working hours for IBA Level 5 to IBA Level 7 employees**

- 39.1 Employees classified at IBA Level 5 to IBA Level 7, are required to work the hours needed to achieve expected outcomes which may require employees at those levels to work reasonable additional hours, provided that no employee is paid less than an amount equivalent to a basic periodic rate of pay (as defined in section 178 of the Workplace Relations Act) that complies with section 182 of the Workplace Relations Act for the employee's guaranteed hours (as defined in section 183 of the Workplace Relations Act) averaged over a period of 12 months in accordance with Regulation 7.1(3) of Chapter 2 of the Workplace Relations Regulations 2006.
- 39.2 Each employee at IBA Level 5 to IBA Level 7 will have access to one RDO every month, subject to:
  - (a) the employee and his or her immediate supervisor agreeing on the timing of the RDO;
  - (b) the employee working at least his or her ordinary hours of work during the month; and
  - (c) the taking of the RDO does not prevent the employee from completing required tasks or achieving required outcomes.
- 39.3 The employee's immediate supervisor will not unreasonably refuse to agree to the timing of an employee's RDO. Factors that may be taken into account in determining whether the employee's immediate supervisor has unreasonably refused to agree to the timing of an employee's RDO are:
  - (a) the amount of notice provided by the employee; and
  - (b) whether there are any pre-arranged commitments involving the employee that are on the employee's planned RDO.
- 39.4 RDOs that are not taken by an employee do not accrue.
- 39.5 An employee who takes leave during a month may still have access to his or her RDO as long as the combined total of his or her leave and actual working hours during that period is at least equal to his or her ordinary hours for the period.
- 39.6 Actual working hours for an employee at IBA Level 5 to IBA Level 7, subject to clauses 39.1 to 39.5, are a matter between the employee and his or her supervisor.

#### **40. Part time work**

- 40.1 A part time employee is one whose ordinary hours of work are less than 37 hours and 30 minutes per week.
- 40.2 Unless otherwise specified in this Agreement, remuneration and other conditions for part time employees, including leave, will be calculated on a pro rata basis.
- 40.3 Allowances of a reimbursement nature will be the same for part time and full time employees.
- 40.4 Where an employee is part time, he or she will have a part time work agreement prepared which will specify:
- (a) the ordinary hours of work;
  - (b) the core hours and standard day that will apply to the employee;
  - (c) the duration of the part time work; and
  - (d) any specific arrangements that are needed to facilitate the part time work.

#### **Employee initiated part time work**

- 40.5 The General Manager will consider an employee request for part time work taking into account:
- (a) the reasons for the employee's request to convert to part time work;
  - (b) the impact the part time work will have on operational effectiveness; and
  - (c) any options that may reduce the operational impact of the employee's conversion to part time work.
- 40.6 The commencement or continuation of part time work will only occur where agreement is reached on the content of the part time work agreement.
- 40.7 The part time work agreement will usually specify the arrangements to apply on its completion. Where this is not the case, on completion of the part time work agreement, an employee may request a further period of part time work or a return to full time work. Such request will be considered by the General Manager in accordance with clause 40.5.
- 40.8 The part time work agreement may be reviewed on the initiation of either the employee or his or her supervisor, given 4 weeks notice.

#### **Part time work on return from Maternity, Paternity or Adoption Leave**

- 40.9 A request for part time work from an employee when returning from a period of Maternity, Paternity or Adoption Leave will be approved by the General Manager for a period of up to two years after return to work after the birth or adoption unless the part time work would have a significant operational impact.
- 40.10 Where the employee and the General Manager are unable to agree on the content of the part time work agreement under Clause 40.9, the default arrangements will be 25 hours per week spread over three days of the week as determined by the General Manager.

## **41. Overtime**

- 41.1 Overtime is available to employees at classification levels below IBA Level 5.
- 41.2 The General Manager may require an employee to work a reasonable amount of overtime.
- 41.3 Subject to clause 41.1, overtime occurs where the General Manager requires an employee to:
- (a) work outside the bandwidth;
  - (b) work outside the standard day and that time is in excess of 7.5 hours and is in conjunction with hours outside the bandwidth;
  - (c) attend work on a day that the employee would not otherwise have been required to work; or
  - (d) attend work for a period that is not continuous with his or her normal duty or immediately following a meal break.
- 41.4 A part time employee's part time work agreement may specify additional circumstances in which overtime would be applicable.
- 41.5 Overtime is calculated at the following rates:
- (a) Monday to Saturday - time and a half for the first three hours and double time thereafter;
  - (b) Sunday – double time;
  - (c) public holidays during the standard day – time and a half in addition to payment for the day; and
  - (d) public holidays outside the standard day – double time and a half.
- 41.6 The normal means of compensation for overtime will be time in lieu, which must be taken within eight weeks of the overtime being worked.
- 41.7 Where the General Manager is unable to identify a time within the following eight weeks for the employee to take time in lieu, the employee will be paid for the overtime.

## **42. Overtime Meal Allowance**

- 42.1 An employee is entitled to payment of a an overtime meal allowance of \$22.60 where he or she is at IBA Level 1 to 4 and is required to work overtime which spans a meal allowance period.
- 42.2 The meal allowance periods are:
- (a) 7.00 a.m. to 9.00 a.m.;
  - (b) 12 noon to 2.00 p.m.;
  - (c) 6.00 p.m. to 7.00 p.m.; and
  - (d) midnight to 1.00 a.m.

42.3 Overtime meal allowance is not payable if an employee is receiving a meals and incidentals allowance.

## **PART F. LEAVE**

### **43. General provisions**

- 43.1 Employees will retain all leave credits that were held before the commencement of this Agreement.
- 43.2 All deductions of leave credits will be based on employees' ordinary hours of work and the standard day applying to each employee.
- 43.3 Where any public holiday to which an employee would otherwise be entitled occurs during a period of paid leave other than Long Service Leave, the public holiday is not deducted from the employee's leave credits.

### **44. Portability of leave**

- 44.1 The General Manager may allow an employee to retain Annual Leave credits accrued by another agency where the former employer transfers funds to IBA that are equivalent to the value of the leave credits at the employee's last salary level with his or her former employer.

### **45. Annual Leave**

- 45.1 Each employee will accrue 4 weeks of Annual Leave for each 12 months of work on a pro rata basis, credited to the employee each fortnight.
- 45.2 Employees are able to take Annual Leave, subject to the availability of credits and approval by the General Manager.
- 45.3 Employees will not accrue any Annual Leave during any unauthorised absences or period of unpaid leave that is not to count as service.
- 45.4 Where an employee is on worker's compensation leave for more than 45 weeks, he or she will have Annual Leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 45.5 Where an employee is unfit for work due to personal illness or injury while on Annual Leave for at least one day and the illness or injury is supported by a medical certificate, the period of the illness may be taken as Personal Leave and the corresponding period of Annual Leave re-credited to the employee.

#### **Half pay Annual Leave**

- 45.6 An employee may elect to take up to 3 weeks of Annual Leave in any 12 month period at half pay. This option is only available where the employee is not also participating in the Purchased Leave system in that year.
- 45.7 Where an employee takes Annual Leave at half pay, the additional absence arising from the half pay Annual Leave will not count as service for any purpose.

### **Recall from leave**

45.8 Where the General Manager cancels approved Annual Leave for an employee without reasonable notice, he or she may approve the reimbursement of the reasonable expenses incurred by the employee that are not otherwise recoverable under any insurance or from any other source and which are a direct result of the cancellation of the leave.

### **Maximum Annual Leave Credits**

45.9 Where an employee has more than 8 weeks of Annual Leave credits, the General Manager may require the employee to take up to one quarter of the employee's Annual Leave credits within the following six months.

45.10 The timing of the Annual Leave where an employee is required to take leave under clause 45.9 will, if reasonably possible, be at a time that is mutually agreeable between the employee and the General Manager. Where this is not reasonably possible, the General Manager may determine the timing of the leave as long as the employee is provided with at least six weeks notice of the commencement of the leave.

### **Cashing out of Annual Leave credits**

45.11 The General Manager may agree to a request by an employee to 'cash out' Annual Leave in accordance with the following:

- (a) a maximum of 2 weeks may be cashed out in any 12 month period;
- (b) the request to cash out the leave must be in writing;
- (c) the employee must either:
  - (i) have already taken at least 2 weeks of Annual Leave during that 12 month period; or
  - (ii) take at least 2 weeks of Annual Leave in conjunction with the cashing out; and
- (d) the General Manager accepts that the employee does not need to take a longer period of leave for rest and recovery purposes.

### **Payment for Annual Leave Credits on Termination of Employment**

45.12 Employees will be paid for any unused Annual Leave credits on resignation or termination of employment.

## **46. Purchased Leave**

46.1 Continuing employees may apply to the General Manager to access a period of Purchased Leave each year. The application must be made before the end of February in each year.

46.2 When applying for Purchased Leave, an employee must advise when he or she will be taking the Purchased Leave and the reasons for requesting the additional leave.

46.3 Periods of Purchased Leave for a part week will not be approved.

- 46.4 When considering an employee's application for Purchased Leave, the General Manager will take into account:
- (a) the reasons for the employee requesting the additional leave;
  - (b) the operational impact of the additional leave; and
  - (c) the employee's personal circumstances.
- 46.5 Where the General Manager approves the application for Purchased Leave, the employee will have an amount deducted from his or her fortnightly salary over a 52 week period according to the following formula:

$$\frac{\text{Gross fortnightly salary} \times \text{number of weeks of Purchased Leave}}{52}$$

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- 46.6 The first four weeks of Purchased Leave counts as service for all purposes.
- 46.7 Approval of Purchased Leave does not affect the employee's salary for superannuation purposes.
- 46.8 An employee may cancel the purchased leave arrangements where exceptional circumstances occur. In this case, the employee will be refunded the salary deductions made less any Purchased Leave already taken.

## **47. Personal Leave**

- 47.1 Continuing employees will receive 18 days of full pay Personal Leave credits on commencement with IBA and after each subsequent 12 months of service.
- 47.2 The accrual date for employees who transferred to IBA under Machinery of Government changes in March 2005 will be the anniversary of the date the employee last received Personal Leave credits while employed by ATSIC, ATSSIS or DEWR.
- 47.3 Temporary employees will:
- (a) during the first 12 months of employment, be allocated:
    - (i) 2.5 days of Personal Leave credits after 4 weeks of continuous service;
    - (ii) 2.5 days of Personal Leave credits after 2 months of continuous service; and
    - (iii) an additional day per month up to 7 months of employment; and
    - (iv) 8 days of Personal Leave credits at the end of the first 12 months of employment, ; and
  - (b) be allocated 18 days of Personal Leave credits at the commencement of the second and subsequent years of service.
- 47.4 The date for accrual of Personal Leave credits will be deferred by the length of any period of unauthorised absence or unpaid leave not to count as service.

- 47.5 Where an employee is on worker's compensation leave for more than 45 weeks he or she will have Personal Leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 47.6 Where an employee obtains workers' compensation benefits for a period during which he or she received paid Personal Leave, the employee shall repay the amount paid for that period and IBA will re-credit that Personal Leave to the employee.
- 47.7 Unused Personal Leave credits will accumulate from year to year without limit.

#### **Approval of Personal Leave**

- 47.8 The General Manager may, subject to the availability of Personal Leave credits, approve paid Personal Leave for an employee for the following purposes:
- (a) where the employee is ill or injured and as a result is unable to work;
  - (b) for a short-term period to provide care or support for members of his or her immediate family or household who require care or support because of:
    - (i) an illness or injury of a family or household member, or
    - (ii) an unexpected emergency affecting a family or household member – subject to a maximum of 10 days for each separate caring responsibility.
- 47.9 The General Manager may approve anticipation of the following year's Personal Leave credits where an employee does not have any available credits. In deciding whether to allow anticipation of Personal Leave credits, the General Manager will take into account:
- (a) the employee's recent work performance; and
  - (b) the nature of the illness or injury.
- 47.10 Medical certificates or, where a medical certificate could not be provided due to factors beyond his or her control, a statutory declaration, must be provided by employees for absences due to personal injury or illness where:
- (a) an employee has already had 5 days of Personal Leave for personal illness or injury in the Personal Leave accrual year without providing a medical certificate; or
  - (b) the absence is for more than 3 consecutive days.
- 47.11 Notwithstanding clause 47.10, the General Manager may waive the requirement to provide a medical certificate where he or she does not require any verification that the employee is unfit for work.
- 47.12 The General Manager may require an employee to provide appropriate verification of the reasons for seeking Personal Leave where it is for a reason other than personal illness or injury as follows:
- (a) where the leave is because of an illness or injury of a family or household member, a medical certificate; or

- (b) where the leave is because of an unexpected emergency affecting a family or household member, a statutory declaration or other form of verification acceptable to the General Manager.

47.13 Employees may not take Personal Leave while on paid Maternity Leave.

47.14 The General Manager may approve Personal Leave without use of any Personal Leave credits where an employee is unfit for work due to a condition determined to be a war caused condition under the *Veterans' Entitlements Act 1986*, subject to application of reasonable limits on the amount of leave that can be accessed under this clause as determined by the General Manager.

#### **Personal Leave - notification**

47.15 Employees must notify their supervisor of their absence and intention to apply for Personal Leave as soon as reasonably practicable on the first day of the absence.

#### **Personal Leave – failure to comply with obligations**

47.16 Where an employee fails to comply with his or her obligations as specified in this Section, other than because of circumstances beyond the employee's control, the absence may be regarded as unauthorised and without pay.

### **48. Unpaid Carer's Leave**

48.1 Where an employee does not have any Personal Leave credits available, the employee is entitled to unpaid Carer's Leave to provide care or support for members of his or her family or household who require care or support because of:

- (a) an illness or injury of a family or household member, or
- (b) an unexpected emergency affecting a family or household member.

48.2 The maximum unpaid Carer's Leave is two days per occasion.

48.3 An employee seeking unpaid Carer's Leave is required to provide his or her supervisor with notice of the requirement to take unpaid Carer's Leave as soon as reasonably practicable on the first day of the absence.

48.4 The General Manager may require verification of the reason for taking unpaid Carer's Leave as follows:

- (a) where the leave is because of an illness or injury of a family or household member, a medical certificate; or
- (b) where the leave is because of an unexpected emergency affecting a family or household member, a statutory declaration or other form of verification acceptable to the General Manager.

48.5 Where an employee does not comply with his obligations under this Section, other than because of circumstances beyond his or her control, the leave may not be approved and would be treated as an unauthorised absence.

## **49. Compassionate Leave**

- 49.1 Employees are entitled to paid Compassionate Leave of up to 3 days for each occasion when a member of an employee's immediate or extended family, household or the employee's cultural kinship system:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies.
- 49.2 For the purposes of Compassionate Leave, an employee's immediate family comprises the employee's partner, and the parent, grandparent, child, grandchild and siblings of the employee and his or her partner, including where this is through a legal adoption.
- 49.3 To be eligible for Compassionate Leave under this Section, an employee may be required to provide verification of the illness, injury or death, or provide substantiation of the person's status as part of the employee's extended family or cultural kinship system. The verification of the illness or injury may require certification from a medical practitioner that the illness or injury poses a serious threat to the person's life.

## **50. Annual Leave / Personal Leave tradeoff**

- 50.1 Where an employee satisfies the following eligibility criteria as at the employee's Personal Leave accrual date, he or she will be eligible to participate in the Annual Leave / Personal Leave tradeoff:
- (a) at least 5 years continuous service with IBA since 1 July 2005;
  - (b) more than 12 weeks of Personal Leave credits;
  - (c) less than 8 weeks of Annual Leave credits.
- 50.2 Where an employee satisfies the eligibility criteria in clause 50.1, he or she may elect to:
- (a) be credited with an additional week of Annual Leave credits, accrued on a pro rata basis each month for the following Personal Leave year; and
  - (b) reduce his or her Personal Leave accrual to 10 days for that Personal leave accrual date.
- 50.3 Access to the Annual Leave / Personal Leave tradeoff in subsequent years will only be available where the eligibility criteria in clause 50.1 continue to be satisfied at the next accrual date for Personal Leave.

## **51. Maternity Leave**

- 51.1 The entitlement to Maternity Leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.

- 51.2 An employee who is entitled to paid Maternity Leave under the Maternity Leave Act will be entitled to an additional two weeks of paid Maternity Leave.
- 51.3 Where an employee is entitled to paid Maternity Leave, the employee may elect to take the 14 weeks of paid leave at half pay over a period of 28 weeks. Where the employee elects to take this option, the period of paid leave will be treated as 14 weeks of service only.
- 51.4 An employee who is planning on having a child, including adopting a child, may elect to purchase additional paid Maternity Leave by reducing his or her fortnightly salary before commencing Maternity Leave. Any additional paid Maternity Leave that is purchased under this clause will not count as service for any purpose. Where the employee takes up this option and does not wish to use the additional paid Maternity Leave for any purpose, the employee will be repaid the amount of salary that was set aside for this purpose.
- 51.5 Employees eligible for paid Maternity Leave are not restricted by clause 45.6 in relation to the taking of half pay Annual Leave in the same year as the employee takes Purchased Leave.
- 51.6 The maximum total period of paid and unpaid Maternity Leave that may be taken is 2 years. This longer period than is available under the *Maternity Leave (Commonwealth Employees) Act 1973* does not restrict or limit the employee's return to work rights.

## **52. Parental Leave**

- 52.1 Where an employee is not entitled to Maternity Leave, he or she is entitled to Parental Leave in accordance with the Parental Leave provisions set out in Part 7, Division 6 of the Workplace Relations Act.
- 52.2 Where a male employee has at least 12 months continuous service with IBA at the time of the birth of the employee's child, he is entitled to be paid his normal salary for one week of his Parental Leave, subject to the employee not taking any paid Personal Leave associated with the birth.
- 52.3 Where the employee has at least 12 months continuous service with IBA and is entitled to Adoption Leave under this Section, he or she is entitled to be paid his or her normal salary for two weeks of his or her Adoption Leave, subject to the employee not taking any paid Personal Leave associated with the adoption. This provision does not apply to any Pre-adoption Leave as provided for in the Workplace Relations Act.
- 52.4 The provisions of this Section apply in full to an employee who has a parental role in relation to his or her grandchild or grandchildren.

## **53. Long Service Leave**

- 53.1 The entitlement to Long Service Leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.

- 53.2 Periods of Long Service Leave cannot be broken by a period or periods of Annual Leave.
- 53.3 Where an employee is unfit for work due to personal illness or injury while on Long Service Leave for at least one day and the illness or injury is supported by a medical certificate, the period of the illness may be taken as Personal Leave and the corresponding period of Long Service Leave re-credited to the employee.
- 53.4 The minimum period of Long Service Leave that will be approved is seven calendar days.

#### **54. Other Leave**

- 54.1 The General Manager may approve paid or unpaid Other Leave for any reason considered by the General Manager to be appropriate and subject to operational requirements and any conditions which may be set by the General Manager.
- 54.2 Other Leave for a part day will not be approved.
- 54.3 Other Leave without pay will not count as service for any purpose unless approved to count for service for specific purposes by the General Manager.
- 54.4 Where an employee does not resume duty with IBA at the end of a period of Other Leave, whether paid or unpaid, the leave will not count as service for any purpose.
- 54.5 Other Leave with pay may be approved in, but not limited to, the following circumstances:
- (a) compulsory elements of the defence force reserves;
  - (b) participation in major international sporting events;
  - (c) participation in or attendance at NAIDOC week activities – maximum of one day per year;
  - (d) participation in Emergency Services activities;
  - (e) in recognition of extraordinary circumstances such as involvement in state of emergency situations such as bushfires, floods, cyclones and earthquakes;
  - (f) jury service as long as any payments of a salary nature paid by the court are paid to IBA.
- 54.6 Other Leave without pay may be approved in, but not limited to, the following circumstances:
- (a) for cultural or religious reasons;
  - (b) for full-time study to complete an undergraduate or post graduate qualification; or
  - (c) to accompany a partner on a posting in the public interest.

#### **Other Leave and public holidays**

- 54.7 Where an employee is on unpaid Other Leave on the working days immediately before and after a public holiday, he or she will not be paid for the public holiday.

## **55. Public Holidays**

55.1 Employees will observe the following public holidays each year and will be paid as if those days were not public holidays:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Monday;
- (e) 25 April (Anzac Day);
- (f) 25 December (Christmas Day);
- (g) 26 December (Boxing Day);
- (h) an additional day within the Christmas/New Year period as specified by the General Manager;
- (i) any other day as declared by or under a law of the State or Territory in which the employee works to be observed generally within the State or Territory or a region of that State or Territory as a public holiday by people who work in that region, State or Territory.

## **56. Unauthorised absences**

56.1 Where an employee is absent from duty without approval, it will be regarded as a breach of the Code of Conduct and action may be taken as a result of the breach. In addition, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement, including the Flextime Scheme, will cease to be available to the employee until he or she resumes duty or is granted leave.

## **PART G. TRAVEL**

### **57. Air Travel**

- 57.1 All domestic air travel will be by economy class.
- 57.2 All international air travel will be by business class where available.
- 57.3 Employees are required to use the cheapest fare available unless the manager approving the travel requires the employee to book a flexible fare.

### **58. Accommodation**

- 58.1 Where an employee is required to be absent from home overnight due to IBA requirements, the employee will have reasonable accommodation costs paid or, where payment by IBA is not practicable, reimbursed.
- 58.2 Where an employee elects not to stay in commercial accommodation, he or she will be paid an allowance of \$50 per night.
- 58.3 For the purposes of clause 58.2, commercial accommodation is any establishment which is able to supply a tax invoice in respect of accommodation.

### **59. Meals and incidentals**

- 59.1 This Section applies where an employee is required to be absent from home overnight due to IBA requirements and commercial accommodation is available in that locality. For these purposes, commercial accommodation is defined as an establishment that is able to issue a tax invoice.
- 59.2 Where clause 59.1 applies, the employee will be paid a meals and incidentals allowance as determined by the General Manager.
- 59.3 Meals and Incidentals Allowance payable to an employee will be calculated from:
  - (a) 60 minutes before transport departs the employee's normal location to 30 minutes after transport arrives at the employee's normal location where the employee lives in a capital city; or
  - (b) 30 minutes before transport departs the employee's normal location to 30 minutes after transport arrives at the employee's normal location in all other instances.
- 59.4 Meals and Incidentals Allowance payable to an employee will be adjusted by removing the relevant meals components for any meal that was, or will be, provided or paid for by IBA.

### **60. Camping Allowance**

- 60.1 This Section applies where an employee is required to be absent from home overnight due to IBA requirements and commercial accommodation is not available

in that locality. For these purposes, commercial accommodation is defined the same as for Section 59.

- 60.2 Where clause 60.1 applies, a camping allowance will be paid in accordance with the following:
- (a) \$56.75 for each 24 hour period;
  - (b) \$28.40 for a period less than 24 hours at the end of a camping period, where that period spans two meal periods as defined by clause 42.2.
- 60.3 The Camping Allowance rates may be reviewed by the General Manager to determine whether they should increase.

## **61. Overseas conditions**

- 61.1 Employees will be reimbursed reasonable costs for accommodation, meals and incidentals while on approved travel outside of Australia.
- 61.2 The General Manager will determine reasonable costs for accommodation, meals and incidentals taking account of information from the country and the experience of other relevant agencies such as the Department of Immigration and Citizenship.
- 61.3 IBA may provide an employee with an advance to cover accommodation, meals and incidentals. In these instances, the employee is to prepare an acquittal and where necessary, reimburse IBA any excess advance payment.

## **PART H. ALLOWANCES**

### **62. Motor Vehicle Allowance**

- 62.1 A Motor Vehicle Allowance is payable where an employee is required by the General Manager to use his or her private vehicle for work related purposes.
- 62.2 The rate of motor vehicle allowance is the same as rate determined by the Australian Taxation Office using the “cents per kilometre” method.
- 62.3 The General Manager may agree to an employee using his or her own private vehicle for work related travel in place of air travel. Where this is agreed, the employee will be paid a motor vehicle allowance up to a maximum of the value of the cheapest available airfare to that location.

### **63. First Aid Allowance**

- 63.1 Where an employee possesses a current First Aid Certificate and is appointed by the General Manager as a First Aid Officer for IBA, he or she will receive a First Aid Allowance of \$18 per fortnight.

### **64. On Call Allowance**

- 64.1 Where the General Manager requires an employee to be on call outside of his or her normal duty and to be available for work, the General Manager may pay the employee an On Call Allowance as determined by the General Manager.
- 64.2 Where an employee is at the IBA Level 1 to IBA Level 5, he or she may decline to be on call where he or she does not consider the On Call Allowance to be sufficient compensation.

## **PART I. REMOTE LOCALITY CONDITIONS**

### **65. Remote Locality Allowance**

65.1 Where an employee's permanent work location is:

- (a) Broome,
- (b) Kununurra,
- (c) Mt Isa, or
- (d) any other locality determined to be remote by the General Manager.

he or she will be paid a Remote Locality Allowance as determined by the General Manager.

65.2 An employee who was being paid a Remote Locality Allowance by IBA immediately before being covered by this Agreement will continue to receive the Allowance at the same rate while permanently located in the designated Remote Locality, subject to any changes that may be due to a change in whether the employee has or does not have dependants as defined by clause 65.3.

65.3 For the purposes of this Section, a person is a dependant of the employee if he or she:

- (a) is the employee's partner, child or grandchild of the employee or his or her partner;
- (b) resides with the employee;
- (c) is financially dependant on the employee; and
- (d) earns less per annum than a 17 year old IBA Level 1 employee under this Agreement.

### **66. Compassionate assistance**

66.1 Where an employee's permanent or temporary work location is Broome, Kununurra, Mt Isa or any other locality determined by IBA to be a remote locality, return airfares will be paid or reimbursed by IBA in the following instances:

- (a) where the employee, or a dependant of the employee, requires medical or dental treatment that is not available in his or her locality – where it is a dependant of the employee under the age of 18 who requires treatment and it is necessary for the dependant to be accompanied by an adult, the reimbursement entitlement will be in respect of the dependant and the employee or his or her partner who accompanies the dependant;
- (b) where a member of the employee's family, including extended family, is critically ill or injured and is located in another locality – one airfare each for the employee and his or her partner to that locality; or

- (c) where a member of the employee's family, including extended family, has died and is located in another locality in Australia – one airfare each for the employee and his or her partner to that locality.
- 66.2 For the purposes of clause 66.1(b), "critically ill or injured" means that there is a substantial risk that the person may not survive the illness or injury.

## **67. Staff Housing**

- 67.1 Where an employee's permanent work location is in a remote locality, IBA may elect to provide him or her with accommodation that is owned by the Commonwealth or IBA, subject to the employee paying a contribution towards the accommodation as determined by the General Manager.

## **PART J. RELOCATION ASSISTANCE**

### **68. Eligibility**

68.1 Employees are entitled to relocation assistance in the following circumstances:

- (a) an employee is transferred by IBA to another locality and the transfer was not initiated by the employee;
- (b) an employee is promoted by IBA to a higher level position in another locality; or
- (c) the General Manager considers that it is appropriate in the circumstances.

68.2 Notwithstanding clause 68.1, where an employee ceases employment with IBA as a result of a breach of IBA's Code of Conduct, he or she is not entitled to any relocation assistance.

### **69. Assistance to move to a locality**

69.1 Where an employee is eligible for assistance to move to a locality, the General Manager will determine the nature and extent of the assistance to be provided which may include:

- (a) a pre-relocation visit by the employee and his or her dependants in order to arrange accommodation and education;
- (b) temporary accommodation costs for a period while the employee finds permanent accommodation;
- (c) reimbursement of some or all costs that are directly the result of the employee's relocation.

### **70. Assistance to relocate on resignation or termination of employment**

70.1 The General Manager will determine the nature and extent of any relocation assistance to be provided to an employee on resignation or termination of employment, subject to:

- (a) any agreement between the General Manager and the employee, or any previous commitment made by the General Manager to the employee; and
- (b) the termination of employment not being a result of a breach of the IBA Code of Conduct.

### **71. Assistance on temporary transfer**

71.1 Any period in which an employee is required to work in another locality for a period of more than 21 days is regarded as a temporary transfer.

71.2 The employee is entitled to the following where subject to a temporary transfer:

- (a) payment of reasonable short term accommodation costs for the time required to arrange long term accommodation to a maximum of 21 days;
- (b) a meals and incidentals allowance up to the time the employee has secured long term accommodation, with a maximum of the first 21 days;
- (c) reasonable travel costs for the employee and his or her dependants to move to and return from the locality on completion of the temporary transfer;
- (d) reimbursement of any reasonable additional costs incurred by the employee that are a direct result of the temporary transfer, net of additional income that may be earned by the employee through rental and other income; and
- (e) where the employee is not accompanied by all of his or her dependants, one return airfare to his or her normal locality once every six months.

## **PART K. STUDIES ASSISTANCE**

### **72. Principles**

- 72.1 IBA encourages employees to undertake continuing education that will enhance their personal skills and contribute to overall performance.
- 72.2 The General Manager may agree to provide an employee with studies assistance for external study initiated by the employee where the General Manager considers that the study will provide benefits to IBA. Study assistance may include all or some of the following:
- (a) financial assistance;
  - (b) paid leave; and/or
  - (c) a return of service obligation.
- 72.3 Maximum amounts and the nature of any studies assistance provided to the employee will be as determined by the General Manager.

## **PART L. REDUNDANCY**

### **73. General**

- 73.1 This Section only applies to an employee where he or she is a continuing non-probationary employee.
- 73.2 The General Manager may terminate the employment of an employee as an excess employee where:
- (a) IBA has insufficient work for the employee and he or she is unable to be redeployed to another suitable position at the same level at the employee's existing work location; or
  - (b) the employee has been unable to adjust to technological or other changes in the work methods of IBA, or changes in the nature, extent or organisation of the functions of IBA; or
  - (c) the General Manager requires the employee to transfer permanently to a different locality and employee does not wish to move to the new locality.

### **74. Selection of redundant employees**

- 74.1 Where IBA needs to select one or more excess employees to be retrenched, the General Manager will determine which employee or employees will be retrenched taking into account the cost to IBA and the relative merit of the employees.

### **75. Severance entitlements**

- 75.1 Where an employee's employment is terminated as an excess employee, he or she is entitled to a severance payment equal to two weeks salary for each completed year of continuous service plus a pro rata severance payment for completed months of service since the last completed year of service.
- 75.2 The severance benefit shall be calculated on a pro rata basis for any period in which an employee has worked part-time hours during his or her period of service and the employee has less than 24 years of full-time service.
- 75.3 The minimum severance payment will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 75.4 For the purposes of clause 75.1, the period of continuous service includes:
- (a) service with IBA; and
  - (b) any service recognised for the accrual of long service leave under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 75.5 For the purposes of clause 75.1 the period of continuous service does not include any service which ceased:
- (a) through termination on the following ground, or on a ground equivalent to any of the following grounds:

- (i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
  - (ii) non-performance, or unsatisfactory performance, of duties;
  - (iii) inability to perform duties because of physical or mental incapacity;
  - (iv) failure to satisfactorily complete an entry level training course;
  - (v) failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*; or
  - (vi) a breach of the Code of Conduct; or
- (b) through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
  - (c) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
- 75.6 For the purposes of clause 75.1, absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.
- 75.7 For the purposes of this Section, an employee's salary will be the higher of:
- (a) the employee's salary at his or her permanent classification level; or
  - (b) the salary payable at a higher classification level where the employee has been temporarily performing work and has been paid at that higher classification level for a period of at least 12 months immediately preceding the date on which the General Manager gave the employee notice of his or her termination,
- and will include any other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, but excluding any allowances which are of a reimbursement nature.

## **76. Notice of termination on retrenchment**

- 76.1 Where an employee is retrenched, the General Manager will provide the employee with notice of termination in accordance with the notice periods specified in the Workplace Relations Act.
- 76.2 The employee and General Manager may agree to payment in lieu of the notice period provided under clause 76.1.

## **77. Reduction in classification**

- 77.1 The General Manager may, with 4 weeks' notice, reduce an employee's classification level as an alternative to termination of employment as an excess employee.
- 77.2 Where the General Manager reduces the classification level of an employee under clause 77.1, the employee will be entitled to income maintenance payments to

maintain his or her salary at the previous classification level for a period that is equivalent to the number of weeks pay the employee would have received as a severance payment.

## **PART M. OTHER CONDITIONS**

### **78. Home based work**

78.1 The General Manager may approve home based work arrangements for an employee where the employee's work is suitable for home based work and the home environment is safe and secure.

### **79. Employee Assistance Program**

79.1 IBA will make available to employees, an appropriate service to provide confidential, professional counselling to help resolve work related and personal problems. Each employee will be entitled to up to four free consultations for each 12 month period.

## **PART N. DISPUTE RESOLUTION**

### **80. Procedures for preventing and settling disputes**

- 80.1 Consistent with s353 of the Workplace Relations Act, the following are the procedures for settling disputes about matters arising under this Agreement between IBA and an employee or employees.
- 80.2 Without prejudice to either the employer or to employees, IBA and its employees must ensure that work continues normally and that work practices shall be in accordance with relevant legislative requirements. In circumstances where a genuine safety issue is involved, an employee will not be required to work in an unsafe environment, but will undertake alternative work until the issue is resolved.
- 80.3 It is recognised that IBA and its employees have a responsibility to work co-operatively to prevent and settle disputes over matters arising under this Agreement and that as far as possible these disputes are resolved at the workplace level. It is also agreed that these matters will be addressed promptly and discussed and, if necessary, negotiated in an open and honest way.
- 80.4 Where there is a dispute over matters arising under this Agreement, in the first instance, the parties to the dispute will genuinely attempt to resolve the matter at the workplace by discussion between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 80.5 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 80.6 The parties to the dispute may elect to undertake a mediation process. Where this is the case, the mediation will only proceed where both parties agree on the mediator to be appointed. IBA will pay the mediator's fees and any relevant costs.
- 80.7 If a dispute in relation to a matter arising under this Agreement is unable to be resolved after following the steps set out in clause 80.4, the dispute may be referred to the Australian Industrial Relations Commission for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. If arbitration is necessary, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 80.8 Notwithstanding clause 80.7, the parties to the dispute may agree on the powers, functions and procedures to be applied by the Australian Industrial Relations Commission.
- 80.9 Where the Australian Industrial Relations Commission arbitrates a dispute, the decision of the Commission will bind the parties to the dispute, subject to either party exercising a right of appeal against the decision to a Full Bench of the Commission.

## **PART O. TERMINATION OF EMPLOYMENT**

### **81. Resignation**

81.1 Employees are required to give reasonable notice of termination of employment. Reasonable notice for employees below IBA Level 6 is two weeks and for employees at or above IBA Level 6 is four weeks. These periods may be shortened or waived by the General Manager.

### **82. Termination by IBA**

82.1 Nothing in this Agreement prevents the General Manager from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s661(1)(c) of the Workplace Relations Act.

82.2 No employee will, without the consent of the employee, be terminated on invalidity grounds before his or her available Personal Leave credits have been used.

82.3 Other than in cases of serious misconduct, the General Manager will provide employees with the notice periods specified in the Workplace Relations Act on termination of employment. The General Manager may pay an employee in lieu of the required notice period.

### **83. Termination payments**

83.1 Where an employee ceases employment with IBA, he or she will receive payment in lieu of unused Annual Leave credits. This payment will be based on the employee's final rate of salary including any allowances that would have continued to be payable during a period of Annual Leave.

83.2 IBA may recover all or part of any debt or overpayment owed to IBA by an employee at termination of his or her employment out of monies otherwise payable to the employee and then pay the employee the balance remaining after recovery of the debt or overpayment.

#### **Payment on death**

83.3 Where an employee dies, or is assumed by the General Manager to have died, the General Manager will authorise the payment of the amount to which the former employee would have been entitled had the employee resigned.

83.4 Payment of an amount authorised by the General Manager under clause 83.3 shall be made to the executor of the former employee's estate, the administrator of the former employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.

### **84. Right of Return for Election Candidates**

84.1 The General Manager will allow an employee to return to work with IBA where:

- (a) he or she resigned as a continuing employee to contest an election;
- (b) the resignation took effect no earlier than 6 months before the closing date for nominations;
- (c) he or she was a candidate in the election but failed to be elected;
- (d) he or she makes application to the General Manager within 2 months of the declaration of an undisputed election, or, for a disputed election within 2 months after the dispute has been determined or the dispute is withdrawn or lapses.

84.2 The period between the resignation of the employee to contest an election and the re-engagement of the employee is taken to be a period of service for the purposes of accrual of Personal Leave, Annual Leave and Long Service Leave.

## **85. Review of decisions to terminate employment**

85.1 The sole and exhaustive rights and remedies of employees in relation to termination of employment are those that the employee enjoys under:

- (a) Division 4 of Part 12 of the *Workplace Relations Act 1996*;
- (b) other Commonwealth laws (including the Constitution); and
- (c) at common law.

85.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute avoidance and settlement procedures addressed in Section 80 of this Agreement.

## Appendix 1 - Base salary rates

Classification Description	Pay point		Base salary from commencement of Agreement	Base salary from 1 July 2009	Base salary from 1 July 2010	Base salary from 1 July 2011
IBA Level 1	Min	1	\$37,816	\$39,442	\$41,138	\$42,907
		2	\$40,414			
		3	\$43,450			
	Max	4	\$45,916	\$47,890	\$49,950	\$52,098
IBA Level 2	Min	1	\$47,138	\$49,165	\$51,279	\$53,484
		2	\$48,354			
		3	\$49,568			
	Max	4	\$50,898	\$53,087	\$55,369	\$57,750
IBA Level 3	Min	1	\$52,534	\$54,793	\$57,149	\$59,606
		2	\$54,202			
		3	\$55,608			
	Max	4	\$57,081	\$59,535	\$62,096	\$64,766
IBA Level 4	Min	1	\$58,646	\$61,168	\$63,798	\$66,541
		2	\$60,492			
	Max	3	\$62,186	\$64,860	\$67,649	\$70,558
IBA Level 5	Min	1	\$63,826	\$66,571	\$69,433	\$72,419
		2	\$65,612			
		3	\$67,449			
		4	\$69,965			
	Max	5	\$72,744	\$75,872	\$79,134	\$82,537
IBA Level 6	Min	1	\$85,029	\$88,685	\$92,499	\$96,476
		2	\$87,548			
	Max	3	\$91,566	\$95,503	\$99,610	\$103,893
IBA Level 7	Min	1	\$99,634	\$103,918	\$108,387	\$113,047
		2	\$105,112			
		3	\$112,962			
	Max	4	\$116,738	\$121,758	\$126,993	\$132,454

## Appendix 2

### Definitions

<b>Term</b>	<b>Definition</b>
AIRC	Australian Industrial Relations Commission
ATSIC	the Aboriginal and Torres Strait Islander Commission
ATSIS	the Aboriginal and Torres Strait Islander Services
Agreement	Australian Workplace Agreement made under Part 8 of the Workplace Relations Act.
Award	Any award (as defined in sub-section 4 (1) of the Act) which relates to any employee covered by this Agreement and any variations thereto and any new award in full or part replacement thereof
child	Includes the natural child, adopted child, foster child, step child or grandchild where the employee has primary caring responsibilities.
employee	Means a person employed by IBA under the <i>Aboriginal and Torres Strait Islander Act 2005</i> .
employer	Indigenous Business Australia.
family	a person who: <ul style="list-style-type: none"> <li>(a) is related by blood or marriage;</li> <li>(b) stands in a bona fide domestic or household relationship with the employee without discrimination as to sexual preference;</li> <li>(c) is a child or an adopted child of the employee;</li> <li>(d) is a child or an adopted child of the person who stands in a bona fide domestic or household relationship with the employee.</li> </ul>
General Manager	The General Manager of IBA or where that position no longer exists, another person or position nominated by the employer.
IBA	Indigenous Business Australia established under the <i>Aboriginal and Torres Strait Islander Act 2005</i> (Cth)
medical certificate	has the same meaning as in the Workplace Relations Act and the <i>Workplace Relations Regulations 2006</i> (Cth)
partner	the spouse of an employee or a person who lives in a bona

	fide domestic relationship with the employee
remote locality	A locality determined to be a remote locality by the General Manager
working days	Days on which IBA employees are required to work other than public holidays
Workplace Relations Act	The <i>Workplace Relations Act, 1996</i> (Cth), and its successors.

## Appendix 3

### Supported Wage System

#### 1. General

- 1.1 This Appendix 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. In the context of this Appendix, the following definitions will apply:
- (a) "*Supported Wage System*" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability;
  - (b) "*Accredited 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;
  - (c) "*Disability Support Pension*" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme;
  - (d) "*Assessment instrument*" means the form 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.

#### 2. Eligibility criteria

- 2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work 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.
- 2.2 Clause 2.1 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 current employment.
- 2.3 The provisions of this Appendix do not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Act, or if a part only has received recognition, that part.

### **3. Supported wage rates**

- 3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable shall be not less than \$69 per week:

Assessed capacity	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 3.2 Where a person's assessed capacity is 10%, he or she shall receive a high degree of assistance and support.

### **4. Assessment of capacity**

- 4.1 For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (a) the IBA and, where he or she chooses, a representative of the employee in consultation with the employee; or
  - (b) if requested by the IBA, the employee and an accredited Assessor from a panel determined by the IBA in consultation with the employee and, where he or she chooses, a representative of the employee.

### **5. Lodgement of assessment instrument**

- 5.1 All assessment instruments under the conditions of this Appendix, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the IBA with the Registrar of the Australian Industrial Relations Commission.
- 5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the employee requests, the instrument shall be

provided to a representative of the employee and will take effect unless an objection is notified to the Registrar within 10 working days.

## **6. Review of assessment**

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

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

- 7.1 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this Appendix 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.

## **8. Workplace adjustment**

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

## **9. Trial period**

- 9.1 In order for an adequate assessment of the employee's capacity to be made, the IBA may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 9.3 The amount payable to the employee during the trial period shall be \$69 per week. The General Manager may increase this minimum in accordance with variations in the Department of Family and Community Services income test free area for earnings.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where IBA and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4.1.

## Appendix 4

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## Part Q — SIGNATURE PAGE

**For Indigenous Business Australia:**

**Ron Morony**, General Manager, of [insert address]

Basis on which signatory is authorized to sign for Indigenous Business Australia:

The General Manager has been authorized by the Indigenous Business Australia Board to sign the Agreement

Signature \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

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**Employee Representative:**

Full name of employee: \_\_\_\_\_

Address of employee: \_\_\_\_\_

\_\_\_\_\_

Basis on which signatory is authorized to sign for Indigenous Business Australia:

[insert basis]

Signature of employee: \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_