



Australian Government

Indigenous Business Australia

**INDIGENOUS BUSINESS AUSTRALIA
ENTERPRISE AGREEMENT
2016 - 19**

(EA 2019 - 2021 and 2022 Base Salary Tables)

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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 Enterprise Agreement 2016 – 19.

2. Coverage

- 2.1 This Agreement is made in accordance with Section 172 of the *Fair Work Act 2009* and covers:
- (a) Indigenous Business Australia; and
 - (b) non Senior Executive employees of Indigenous Business Australia employed under section 175 of the *Aboriginal and Torres Strait Islander Act 2005*.

3. Commencement and Duration

- 3.1 This Agreement commences 7 days after it is approved by the Fair Work Commission (the Commencement Date).
- 3.2 The Nominal Expiry Date is 3 years from the Commencement Date.

4. Categories of employment

- 4.1 Employees of IBA are employed in one of the following categories:
- (a) continuing employees
 - (b) temporary employees (engaged for a specified term or a specified task);
 - (c) graduates;
 - (d) cadets;
 - (e) trainees; or
 - (f) casual employees (engaged on an irregular or intermittent basis, which includes Interns).

5. Work Flexibility

- 5.1 The Chief Executive Officer may require an employee to undertake any duties the employee is reasonably capable of performing, and may move an employee to another position at the same or a higher level, provided that the employee is given at least five (5) working days' notice where practicable.
- 5.2 An employee may agree to a shorter notice period than the period provided under Clause 5.1.

6. Individual Flexibility Arrangements

- 6.1 The Chief Executive Officer and an employee covered by this Agreement may agree to make an arrangement (an Individual Flexibility Arrangement) to vary the effect of terms of this Agreement if:
- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) remuneration;
 - (iii) overtime rates;
 - (iv) allowances, including the annualisation and incorporation of any relevant allowance into salary, where it is provided for under this Agreement;
 - (v) leave; and
 - (b) the arrangement meets the genuine needs of IBA and the employee in relation to one or more of the matters set out in subclause 6.1(a).
- 6.2 The Chief Executive Officer must ensure that the terms of the Individual Flexibility Arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.3 The Chief Executive Officer must ensure that the Individual Flexibility Arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by IBA and the employee (and if the employee is under 18 years of age, signed by a parent or guardian of the employee); and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

- 6.4 The Chief Executive Officer must give the employee a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.
- 6.5 The Chief Executive Officer or employee may terminate the Individual Flexibility Arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Chief Executive Officer and employee agree in writing at any time.

7. People Policies

- 7.1 People policies, guidelines and procedures referred to in this Agreement are not incorporated into and do not form part of this Agreement. To the extent of any inconsistency a term of this Agreement will prevail over the policy, guideline or procedure. IBA and its employees agree that such policies and guidelines will be available to all employees.

8. Delegations

- 8.1 The Chief Executive Officer may, by instrument in writing, delegate to (or authorise) a person, any of the Chief Executive Officer's powers, authorities or functions under this Agreement.
- 8.2 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

9. Interpretation

- 9.1 Some words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 3.
- 9.2 In this Agreement, unless the context otherwise indicates, a reference to:
- (a) the singular includes the plural and the plural includes the singular; and
 - (b) a Part, Section, Clause, sub-Clause or paragraph is to a Part, Section, Clause, sub-Clause or paragraph in this Agreement, unless otherwise specified; and
 - (c) headings are for convenience only and do not affect the interpretation of this Agreement; and
 - (d) 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. A FAIR WORKPLACE

10. Workplace Consultative Committee

- 10.1 IBA will continue to consult regularly with its employees through the use of the Workplace Consultative Committee.
- 10.2 The Workplace Consultative Committee will comprise the nominees of the Chief Executive Officer and elected employee representatives.
- 10.3 The Workplace Consultative Committee will meet regularly to discuss matters relating to the implementation of this Agreement and other significant employment and workplace relations matters.
- 10.4 The Workplace Consultative Committee may make recommendations to the Chief Executive Officer but is not a decision making body.
- 10.5 IBA will work with the Workplace Consultative Committee to review the Committee Charter during the life of the Agreement.

11. Galambany Staff Network

- 11.1 IBA will consult and work with its Indigenous staff to maintain the Galambany Staff Network to effectively support Indigenous staff and contribute to improving IBA processes and activities.
- 11.2 The Chief Executive Officer will ensure that any report by the Galambany Staff Network concerning the progress of its activities is made available to the IBA Board.

12. Consultation on Major Changes

- 12.1 This clause applies if IBA (the employer):
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 12.2 For a major change referred to in sub-Clause 12.1(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) Causes 12.3 to 12.9 apply.
- 12.3 The relevant employees may appoint a representative for the purposes of the procedures in this section.

12.4 If:

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

the employer must recognise the representative.

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

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

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

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

12.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-Clause 12.2(a) and Clauses 12.3 and 12.5 are taken not to apply.

12.9 In this section, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

12.10 For a change referred to in sub-Clause 12.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) Clauses 12.11 to 12.15 apply.

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

12.12 If:

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

the employer must recognise the representative.

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

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

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

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

12.16 In this section relevant employees means the employees who may be affected by a change referred to in Clause 12.1.

13. Resolution of Disputes

13.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

- 13.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 13.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 13.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 13.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

- 13.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

PART C. REMUNERATION

14. Pay Rates

14.1 The base salary rates for each IBA classification level payable under this Agreement are specified in Appendix 1.

15. Base Salary on Commencement of Employment

15.1 The Chief Executive Officer will determine a new employee's base salary based on the employee's skills and experience, subject to the employee being paid at one of the pay points specified for their classification in Appendix 1.

16. Method of Payment

16.1 Employees will be paid fortnightly in arrears by Electronic Funds Transfer into a financial institution account of their choosing. The fortnightly rate of pay will be calculated using the following formula:

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

17. Salary Increases

17.1 Subject to Clause 17.2, employees' base salaries prior to the commencement of this Agreement will be increased as follows:

- (a) 2.0 per cent from the Date of Commencement; and
- (b) 1.0 per cent from 1 July 2016; and
- (c) 1.5 per cent from 1 July 2017; and
- (d) 1.5 per cent from 1 July 2018.

17.2 The base salary increase will not be paid to an employee if:

- (a) the employee does not have a performance agreement in place by 1 May of the relevant year (without reasonable cause); and/or
- (b) the employee was assessed under the performance management system as failing to meet expectations (FM) for the most recently completed performance management cycle.

17.3 Where the employee does not receive an increase in base salary because the employee was assessed as FM, and the employee is assessed as meeting expectations (ME) at the employee's next mid-cycle review, the employee's base salary will be increased by the amount set out in Clause 17.1 with effect from no later than 1 January in the following year.

18. Salary Advancement/Progression

18.1 An employee will be eligible for a salary advancement to the next incremental pay point within their classification level, and/or acting classification level, on 1 July each year where the employee:

- (a) has been at a specific salary level within their classification level, and/or acting classification level, continuously for at least 6 months at that date, excluding any periods that do not count as service;
- (b) is not already at the maximum salary for their classification level, and/or acting classification level, and
- (c) has been assessed as ME or exceeding (EE) the expectations of the employee's position, including satisfactory work performance and adherence to the IBA Code of Conduct, Values and Behaviours Framework.

18.2 Where the employee does not receive salary advancement because the employee was assessed as Requiring Development (RD) and the employee is assessed as ME at the employee's next mid-cycle review, the employee will be entitled to a salary advancement following a 12 week period of sustained performance.

18.3 An employee assessed as FM is not eligible for salary advancement.

19. Casual Loading

19.1 Casual employees shall receive a loading of 20 per cent on base salary in lieu of access to all forms of paid leave (other than Long Service Leave).

20. Flexible Remuneration Packaging

20.1 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.

20.2 The key features of the scheme are:

- (a) the scheme operates at no cost to IBA;
- (b) participation is entirely voluntary;
- (c) employees are encouraged to obtain financial advice to be able to participate in the scheme; and
- (d) salary for superannuation, severance and termination purposes where an employee has elected to convert part of their salary to non-salary benefits shall be determined as if those arrangements did not exist; and
- (e) salary sacrifice superannuation contributions will not reduce IBA's contributions under Clause 21.

21. Superannuation

21.1 IBA will make compulsory employer superannuation contributions in accordance with relevant legislation and fund requirements for members of

the CSS, PSS and PSSap superannuation schemes. PSSap members will receive a minimum contribution of 15.4% of fortnightly contribution salary.

- 21.2 An eligible employee's bonus buyout allowance is not a component of the employee's salary for superannuation purposes.
- 21.3 Where permitted by law, an employee may nominate a complying superannuation fund of their choice. IBA will contribute 15.4% of the employee's fortnightly salary and allowances which are recognised for PSSap contribution purposes unless prohibited by law.
- 21.4 This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.
- 21.5 IBA will make superannuation contributions for employees who take paid or unpaid parental leave (which includes Maternity, Adoption and Supporting Partner Leave). The contributions will be made for a period equal to a maximum of 52 weeks as if the leave was paid leave, or in accordance with the rules of the appropriate superannuation fund.

22. Supported Salary

- 22.1 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.

23. Cadetships

- 23.1 IBA may engage cadets under established cadetship schemes.
- 23.2 Where IBA engages a cadet, it will provide the cadet with remuneration and conditions as required by the relevant cadetship scheme.
- 23.3 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.
- 23.4 Cadets will be casual employees and will be paid at the IBA Level 1 rate unless the Chief Executive Officer determines otherwise.
- 23.5 On successful completion of a cadetship, IBA may offer continuing employment to the cadet, subject to the availability of a suitable position for the cadet and satisfactory work performance.

24. Traineeships

- 24.1 IBA may engage employees as trainees under established traineeships schemes administered by the State, Territory or Federal Governments.
- 24.2 Trainees may be engaged as temporary employees for the duration of their traineeship. IBA may offer a trainee 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.

24.3 Trainees pay rates will be in accordance with IBA Level 1 salary rates.

24.4 Each trainee will have a traineeship agreement that will set out specific conditions and requirements applying to the trainee.

24.5 Remote Locality Allowance is not payable to a trainee.

25. Graduates

25.1 IBA may engage an employee as a graduate where the employee has successfully completed a relevant tertiary qualification at degree level.

25.2 On commencement graduates will be paid at the bottom pay point on the IBA 2 scale, unless the CEO approves payment of a higher salary having regard to the employee's experience, qualifications, skills and pre-engagement salary.

25.3 On successful completion of the graduate program, graduates will be paid at the IBA Level 3 rate, unless the CEO determines otherwise.

26. Salary on Reduction to Duties with a Lower Classification

26.1 Where the classification of an employee is reduced, on either a temporary or ongoing basis in accordance with the provisions of this Agreement and/or IBA policy, salary will be determined by the CEO having regard to:

- (a) the experience, qualifications and skills of the employee; and
- (b) the salary payable to, and classification of the employee in respect of the duties they performed before the new duties were assigned; and
- (c) the classification of the employee in relation to the new duties.

26.2 Unless exceptional circumstances exist, an employee who is reduced to a lower classification level will receive the salary at the top of the range for that classification.

PART D CLASSIFICATION STRUCTURE AND ADVANCEMENT

27. Classification Structure

27.1 The IBA classification structure is outlined in Appendix 1.

28. Broadbanding

28.1 The Chief Executive Officer 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 a Higher Classification Level within a Broadband

29.1 Where an employee is occupying a broad-banded position, the Chief Executive Officer will determine whether the employee may progress to a higher classification level within the broadband where:

- (a) the employee has been at the maximum base salary for their existing classification level for no less than 6 months; and
- (b) the employee has been assessed as meeting (ME) or exceeding (EE) the expectations of the employee's current classification level; and
- (c) work is available and required at the higher classification level; and
- (d) the employee has the necessary skills and proficiencies to perform that work.

29.2 Unless the Chief Executive Officer determines otherwise, the date of effect for advancement to a higher classification level in a broadband will be 1 July.

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 do not involve another employee performing the whole of the absent employee's job.

30.2 Where it is not possible to redistribute an employee's duties during an absence, another employee may be requested to work at the higher classification level for a period of 4 weeks without additional remuneration.

30.3 Where an employee works at a higher classification for more than 4 weeks, the Chief Executive Officer will determine an amount of additional remuneration to be paid to the employee for the duration of the higher level

work, provided that the employee is paid at one of the pay points set out in Appendix 1.

- 30.4 Where an employee is requested to work at a higher classification but the remuneration is proposed not to be the full salary for the higher-level work, the employee will be advised in writing of the duties that they are not required to perform.
- 30.5 Where on 1 July an employee is being paid for undertaking temporary work at a higher classification and has received such payment for six months in the previous twelve, they will be entitled to salary advancement as set out under Clause 18.
- 30.6 Employees will continue to receive payment for temporary work at a higher classification level while on paid leave and during public holidays for the period that the temporary work at a higher classification level would have continued but for the leave or the public holiday.
- 30.7 These arrangements apply to each new discreet period of temporary reassignment, excluding extensions of a period.
- 30.8 Where an employee ceases employment and had been paid at a higher classification immediately prior to cessation, payment in lieu of leave will be made at the higher level if they have acted continuously for 12 months immediately prior to separation.

PART E PERFORMANCE MANAGEMENT AND DEVELOPMENT

31. Performance Management and Development

31.1 IBA remains committed to a Performance Management and Development System characterised by constructive, two way and regular feedback. Further guidance is available in the System's Policy and Procedures.

31.2 All continuing employees and temporary employees engaged for three months or more will participate in the scheme and each will prepare a Performance Agreement within three weeks of commencement.

31.3 The Performance Management and Development System will have the following key features:

- (a) a 12-month cycle commencing each year on 1 May;
- (b) ongoing discussions between employees and managers,
- (c) a mid-cycle and end-of-cycle review;
- (d) a 4 point rating scale of:
 - Exceeds Expectations (EE)
 - Meets Expectations (ME)
 - Requires Development (RD)
 - Fails to Meet Expectations (FM)
- (e) 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 their performance; and
- (f) internal review mechanisms to deal with disputes over the content of performance agreements or where an employee disagrees with the assessment of their performance.

32. Managing Underperformance

32.1 Managing Underperformance procedures 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. Further details on managing underperformance can be found in the IBA Managing Underperformance procedures.

32.2 The Managing Underperformance procedures will be applied where an employee is not performing at the standard expected of their level. This includes employees who are, or are likely to be, assessed under the performance management system as RD (where the rating is also due to declining performance) or FM.

32.3 Nothing in the Managing Underperformance procedures limits the power of the Chief Executive Officer under Clause 5 to transfer the employee to another position.

33. Study Assistance

33.1 IBA encourages employees to undertake continuing education that will enhance their personal skills and contribute to overall performance.

33.2 The Chief Executive Officer may agree to provide an employee with studies assistance for external study initiated by the employee where the Chief Executive Officer considers that the study will provide benefits to IBA. Study assistance may include all or some of the following:

- (a) financial assistance; and/or
- (b) paid leave; and/or
- (c) a return of service obligation.

33.3 Maximum amounts and the nature of any studies assistance provided to the employee will be as determined by the Chief Executive Officer.

PART F WORK ARRANGEMENTS

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 the employee's part-time work agreement.

35. Flextime

- 35.1 Flextime is available to employees who are classified at the IBA Level 1 to IBA Level 5, unless:
- (a) the Chief Executive Officer has determined that an employee will be subject to the regular hours provisions set out in this Agreement;
 - (b) the Chief Executive Officer determines that an employee is required to work fixed hours for operational or disciplinary reasons.
- 35.2 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 7.00 am to 7.00 pm, 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 am to 12.00 midday and 2.00 pm to 4.00 pm
 - (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 the ordinary hours of work.
 - (d) *Flex debit* is a tally of hours an employee has worked under the flextime system that are less than the ordinary hours of work.
 - (e) *Flex leave* is an approved absence during core hours other than a form of paid leave specified in part G of this Agreement.
 - (f) *Settlement period* is a four-week period that provides the basis for reconciling an employee's actual working hours with the 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 operational or disciplinary reasons:

- (i) for full-time employees, the standard day is 8.30 am to 5.00 pm, 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 pm, but normally between 12.30 pm and 1.30 pm; and
- (ii) for part-time employees, the standard day is as specified in each employee's part-time work agreement.

35.3 Where an employee is working under the flextime system, the employee may commence and finish work at any time within the hours of 7.00 am and 7:00 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) the employee must have the written agreement of their supervisor to commence work before 8.00 am or finish work after 6.00 pm. This agreement may be for an individual day, or on a continuous basis;
- (c) an employee who intends to work in excess of 7 hours and 30 minutes on any day must ensure that there is sufficient available work to justify the additional time;
- (d) the employee's supervisor may require the employee to finish work after the completion of 7 hours and 30 minutes where the supervisor does not consider there is sufficient priority work available to justify working additional time;
- (e) an employee who intends to work between 7 am and 8 am or between 6 pm and 7 pm must ensure that there is sufficient available work that can be completed outside of ordinary office hours;
- (f) 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 pm;
- (g) the employee should not work for more than 5 hours without taking a meal break of at least 30 minutes; and
- (h) the employee should not work hours that would result in them exceeding the maximum flex debit at the end of the settlement period.

35.4 Notwithstanding anything else in Section 35, the Chief Executive Officer 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 hours and 30 minutes on any day without the approval of the employee's

supervisor, in which case, the employee may not work more than 37 hours and 30 minutes 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.

35.5 An alternative bandwidth may apply to an individual employee or to a group of employees, subject to:

- (a) the Chief Executive Officer and the individual employee or a majority of the group of employees agreeing; and
- (b) the alternative bandwidth not impacting on operational requirements.

35.6 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 employee's supervisor is obtained.

35.7 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 35.4.

35.8 Supervisors will consider the operational requirements of the office and the needs of employees when determining whether or not to approve flex leave.

35.9 The maximum flex credit is 15 hours for full-time employees and a pro rata amount for part-time employees.

35.10 Where an employee has more than the maximum flex credit at the end of the settlement period, their 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 their 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.

35.11 Where an employee still has more than the maximum flex credit at the end of the following settlement period, their flex credits will be reduced to the maximum flex credit that applies to the employee, provided that the reduction in flex credits does not result in the employee being paid less than an amount equivalent to a basic periodic rate of pay.

35.12 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.

35.13 Where an employee is found to have breached their obligations under the flextime system as described in this section, including exceeding the maximum flex debit at the end of the settlement period, the Chief Executive

Officer may require the employee to work standard days for a specified period.

36. Regular Hours

- 36.1 The Chief Executive Officer may determine that an employee, or employees in a workplace, classified at IBA Level 1 to IBA Level 5 will be subject to regular hours provisions as set out in this section in place of the flextime provisions.
- 36.2 The negotiation of a pattern of regular hours may be initiated by the Chief Executive Officer, the employee or the employee's manager.
- 36.3 The pattern of regular hours may be temporary (for example, in response to a specific operational requirement) or ongoing.
- 36.4 IBA and the employee will if possible, agree upon the pattern of regular hours that will apply to the employee, or the employees in the workplace, provided that the hours are equal to the employee's ordinary hours for the settlement period.
- 36.5 The pattern of regular hours may include:
- (a) different hours on different days during the settlement period; and
 - (b) whole or part days off.
- 36.6 Where an employee and their supervisor are unable to reach agreement on the pattern of regular hours to apply to the employee, the employee's supervisor will set the employee's hours after giving five (5) working days' notice in writing where practicable, provided that the hours are contained within the hours of 8 am and 6 pm.
- 36.7 An employee who has regular hours set may work different hours to those specified in their pattern of regular hours with the approval, or at the direction, of their supervisor. Where this involves more or less time than set out in their pattern of regular hours, the employee will accumulate a flex credit or debit.
- 36.8 Where an employee accumulates a flex credit or debit under Clause 36.7, the provisions of Clauses 35.11 and 35.12 will apply.

37. Failure to Comply with Flextime

- 37.1 The Chief Executive Officer may direct an employee to work standard hours of work where the employee has failed to maintain a satisfactory pattern of attendance or has not been complying with the administrative or other requirements of the Flextime systems as in place from time to time.
- 37.2 Failure to comply with Flextime provisions may constitute a breach of the IBA Code of Conduct.

38. Working Hours for IBA Level 6 and IBA Level 7 Employees

- 38.1 The ordinary hours of work for a full-time IBA level 6 or 7 employee are 7 hours 30 minutes per day, Monday to Friday, or 37 hours 30 minutes per week.
- 38.2 Employees classified at IBA Level 6 and Level 7 may be required to work reasonable additional hours in order to achieve the expected outcomes.
- 38.3 The employee's manager may approve absences during normal working hours in recognition of additional hours worked by the employee. Such approved absences will be paid as if the employee was working.
- 38.4 An employee who is dissatisfied with the decision or action taken in relation to the employee's hours of work may seek a review of that decision by a higher-level manager.

39. Part-time Work

- 39.1 A part-time employee is one whose ordinary hours of work are less than 37 hours and 30 minutes per week.
- 39.2 Unless otherwise specified in this Agreement, remuneration and other conditions for part-time employees, including leave, will be calculated on a pro rata basis.
- 39.3 Allowances of a reimbursement/expense nature will be the same for part-time and full-time employees.
- 39.4 Where an employee is part-time, the employee 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.

40. Employee Initiated Part-time Work

- 40.1 The Chief Executive Officer will consider an employee's 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.
- 40.2 The commencement or continuation of part-time work will only occur where agreement is reached on the content of the part-time work agreement.

- 40.3 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 Chief Executive Officer in accordance with Clause 40.1.
- 40.4 The part-time work agreement may be reviewed on the initiation of either the employee or their supervisor, provided the employee is given at least five (5) working days' notice in writing of the proposed review.

41. Part-time Work on Return from Maternity, Paternity or Adoption Leave

- 41.1 An employee returning from maternity, adoption or parental leave may request part-time work for a period of up to three years after the birth or adoption of the child. The Chief Executive Officer will not refuse to grant a request for part-time work unless the approval would have a significant operational impact on IBA.
- 41.2 A request for part-time work must be made in writing, no less than 2 weeks prior to the employee's expected return to work date.

42. Flexible Working Arrangements

- 42.1 Employees may request flexible working arrangements, including in accordance with the flexible working arrangements under section 65 of the *Fair Work Act 2009*.
- 42.2 Flexible working arrangements include (but are not limited to) the following:
- (a) changes in hours of work (part-time working arrangements, reduction of work hours, changes to start or finish times);
 - (b) changes in patterns of work (job sharing arrangements);
 - (c) changes in location of work (working from home or working from another location).
- 42.3 A request for flexible working arrangements must be made in writing and must set out the details of the changes sought and the reasons for the changes.
- 42.4 If reasonably possible, the Chief Executive Officer and the employee will enter into a mutually agreeable flexible working arrangement that balances the needs of IBA and the employee.
- 42.5 The Chief Executive Officer will give the employee a written response to the request within 21 days, stating whether the request is granted or refused.
- 42.6 The Chief Executive Officer will only refuse a request for flexible working arrangements where there are reasonable business grounds for the refusal. If the Chief Executive Officer refuses the request, the employee will be provided with details of the reasons for the refusal.

42.7 The Chief Executive Officer may approve home-based work arrangements other than those under sub-clause 42.2(c) where the employee's work is suitable for home-based work and the home based environment is safe and secure.

43. Overtime

43.1 Overtime is available to employees at classification levels below IBA Level 6.

43.2 The Chief Executive Officer may require an employee to work a reasonable amount of overtime.

43.3 Subject to Clause 43.1, overtime occurs where the Chief Executive Officer requires an employee to:

- (a) work outside the standard day and that time is in excess of 7 hours and 30 minutes; or
- (b) work outside the bandwidth; or
- (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 the employee's normal duty or immediately following a meal break.

43.4 A part-time employee's part-time work agreement may specify circumstances in which overtime or additional hours would be applicable. Overtime for a part time employee below the IBA 6 level is payable consistent with the general provisions at Clause 43.3, that is, if working in excess of 7 hours and 30 minutes, not their agreed part-time hours. Additional hours worked up to 7 hours and 30 minutes, will be paid at single time. A part-time employee will not be unreasonably required to work additional hours.

43.5 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.

43.6 With the consent of the Chief Executive Officer, employees may elect to take time off in lieu of overtime payments. Time off in lieu must be taken within eight weeks of the overtime being worked.

43.7 Where the Chief Executive Officer 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.

44. Overtime Meal Allowance

44.1 An employee is entitled to payment of an overtime meal allowance at a rate determined by the Chief Executive Officer where the employee is at IBA Level 1 to 5 and is required to work overtime which spans a meal allowance period.

44.2 The meal allowance periods are:

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

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

PART G LEAVE

45. General Provisions

- 45.1 Employees will retain all leave credits that were held before the commencement of this Agreement.
- 45.2 All deductions of leave credits will be based on employees' ordinary hours of work and the standard day applying to each employee.

46. Portability of Leave

- 46.1 Where an employee is engaged as either a continuing or temporary employee immediately following a period of ongoing or non-ongoing employment in:
- (a) a statutory agency under the *Public Service Act 1999* employing under their enabling Act; or
 - (b) the Parliamentary Service under the *Parliamentary Services Act 1999*; or
 - (c) the ACT Government Service; or
 - (d) any Commonwealth agency under the *Public Governance Performance and Accountability Act 2013*

the Chief Executive Officer may recognise the employee's unused accrued Annual Leave or part thereof or, Personal/Carer's Leave (however described). If it is agreed that Annual Leave can be recognised, this will be on the basis that funds are transferred by the previous employer.

- 46.2 Where an employee is engaged as either a continuing or temporary employee following a period of ongoing or non-ongoing employment:
- (a) in any of the categories described in Clause 46.1; and
 - (b) there has been a break in the employee's continuity of service of not more than two calendar months,

then, the Chief Executive Officer may recognise the employee's unused Personal/Carer's leave (however described).

- 46.3 IBA will recognise an employee's prior service for Long Service Leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

47. Annual Leave

- 47.1 Each employee will accrue on a daily basis 4 weeks of Annual Leave for each 12 months of service.
- 47.2 Employees are entitled to take Annual Leave with the agreement of the Chief Executive Officer, which will not be unreasonably withheld.

- 47.3 Employees will not accrue any Annual Leave during any unauthorised absences or period of leave that is not to count as service.
- 47.4 Where an employee is on leave for a compensable condition for more than 45 weeks, the employee will have Annual Leave credits calculated according to actual hours worked after completion of the 45 weeks.
- 47.5 Where an employee is on Annual Leave and would, but for being on Annual Leave, be eligible to access their Personal/Carer's Leave, Compassionate Leave or Community Service Leave entitlement, and the employee provides a medical certificate or other evidence acceptable to the Chief Executive Officer, the relevant period may be taken as the appropriate leave type and the corresponding period of Annual Leave re-credited to the employee.

48. Half-pay Annual Leave

- 48.1 An employee may elect to take up to 4 weeks of Annual Leave in any 12 month period at half-pay, thereby extending the period of leave by an amount of time equal to the number of days of Annual Leave taken. This option is only available where the employee is not also participating in the Purchased Leave system in that year. The full period of the leave will count as service for all purposes.

49. Recall from Leave

- 49.1 Where the Chief Executive Officer cancels approved Annual Leave for an employee without reasonable notice, the Chief Executive Officer may approve the reimbursement of any reasonable expenses incurred by the employee and their immediate family 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.

50. Maximum Annual Leave Credits

- 50.1 IBA encourages employees to use their Annual Leave on a regular basis each year.
- 50.2 Where an employee has more than 8 weeks of Annual Leave credits, the Chief Executive Officer may require the employee to take up to one third of the employee's total annual leave credits within the following six months.
- 50.3 Where an employee is required to take Annual Leave under this clause, the Chief Executive Officer and the employee will, if reasonably possible, agree upon a mutually convenient time for the employee to take the Annual Leave.
- 50.4 Where the Chief Executive Officer and the employee cannot agree upon a mutually convenient time for the employee to take leave, the Chief Executive Officer may determine the timing of the leave provided the employee is given at least six (6) weeks' notice of the commencement of the leave.

51. Cashing out of Annual Leave Credits

- 51.1 The Chief Executive Officer may agree to a request by an employee to 'cash out' a maximum of 2 weeks Annual Leave in any 12 month period, subject to the following conditions:
- (a) the request to cash out the Annual Leave is made by the employee in writing;
 - (b) the employee must:
 - (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
 - (iii) have at least 4 weeks paid Annual Leave remaining after cashing out the leave.
 - (c) the employee must be paid at least the full amount that would have been payable had the Annual Leave been taken; and
 - (d) the Chief Executive Officer accepts that the employee does not need to take a longer period of leave for rest and recovery purposes.
- 51.2 Each cashing out of Annual Leave must be by separate agreement in writing between the Chief Executive Officer and the employee.

52. Payment for Annual Leave Credits on Termination of Employment

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

53. Purchased Leave

- 53.1 Continuing employees may apply to the Chief Executive Officer to purchase a period of up to 4 weeks Annual Leave each year. The application should be made before the end of February in each year.
- 53.2 When applying for Purchased Leave, an employee must advise when they will be taking the Purchased Leave and the reasons for requesting the additional leave.
- 53.3 Periods of Purchased Leave can only be purchased in full week blocks.
- 53.4 When considering an employee's application to purchase leave, the Chief Executive Officer will take into account:
- (a) the reasons for the employee requesting the additional leave; and
 - (b) the current leave balance of the employee; and
 - (c) the operational impact of the additional leave; and
 - (d) the employee's personal circumstances.

53.5 Where the Chief Executive Officer approves the application to purchase leave, the employee will have an amount deducted from their 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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53.6 Purchased Leave will count as service for all purposes.

53.7 Approval to purchase leave does not affect the employee's salary for superannuation purposes.

53.8 An employee may cancel the purchased leave arrangements where exceptional circumstances exist. In this case, a reconciliation of leave taken and the salary deduction will be conducted and moneys refunded or recovered as appropriate.

53.9 Where the leave is not used within 12 months of the purchase of the leave commencing it will be repaid to the employee at the rate it was purchased.

54. Accrual of Personal/Carer's Leave

54.1 From the commencement of this Agreement each employee will accrue on a daily basis 18 days of full-pay Personal/Carer's Leave credits for each 12 months of service. Transition from previous arrangements (18 days credited on an employee's anniversary date), will be facilitated by employees receiving a pro-rata credit for the year to date from their anniversary date to the date of commencement of this Agreement.

54.2 On commencement with IBA continuing employees will receive an additional initial credit of 5 days full pay Personal/Carer's Leave. Personal/Carer's Leave does not accrue, and will not be credited to an employee, in respect of any period of unauthorised absence from work by the employee or leave not to count as service.

54.3 Where an employee is on workers' compensation leave for more than 45 weeks they will have Personal/Carer's Leave credits calculated according to actual hours worked after completion of the 45 weeks, unless this is inconsistent with legislation in any State or Territory;

54.4 Where an employee obtains workers' compensation benefits for a period during which they received paid Personal/Carer's Leave, the employee shall repay the amount paid for that period and IBA will re-credit that Personal/Carer's Leave to the employee.

54.5 An employee may not access Personal/Carer's Leave credits while absent from work due to an accepted compensable condition.

54.6 Unused Personal/Carer's Leave credits will accumulate from year to year without limit.

55. Access to Personal/Carer's Leave

- 55.1 If an employee has Personal/Carer's Leave credits available, the employee may take Personal/Carer's Leave for the following purposes:
- (a) where the employee is ill or injured and as a result is unable to work;
 - (b) to provide care or support for members of the employee's immediate family or household who require care or support because of:
 - (i) an illness or injury of the employee's immediate family or a household member, or
 - (ii) an unexpected emergency affecting a member of the employee's immediate family or a household member.
- 55.2 Where Personal/Carer's Leave with pay credits has been exhausted and an employee is absent as a result of personal illness or injury, the Chief Executive Officer may approve personal leave without pay which will not count as service unless required by legislation.
- 55.3 Medical certificates or other supporting evidence acceptable to the Chief Executive Officer (including a Statutory declaration, setting out why it was not reasonably practicable to obtain a medical certificate) must be provided by employees:
- (a) for absences due to personal injury or illness where the employee has already had 5 days of leave for personal illness or injury in the Personal/Carer's Leave accrual year without providing acceptable supporting evidence; or
 - (b) for absences for caring purposes where the employee has already had 5 days of leave for carers purposes in the Personal/Carer's Leave accrual year without providing acceptable supporting evidence; or
 - (c) where the absence is for more than 2 consecutive working days.
- 55.4 Notwithstanding Clause 55.3, the Chief Executive Officer may waive the requirement to provide verification that the employee is unfit for work. However, failure to provide acceptable supporting evidence where required may result in the absence being deemed Unauthorised.
- 55.5 The Chief Executive Officer may require an employee to provide appropriate verification of the reasons for seeking Personal/Carer's 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 the employee's immediate family or household member, a medical certificate or other medical evidence acceptable to the Chief Executive Officer; or
 - (b) where the leave is because of an unexpected emergency affecting the employee's immediate family or household member, supporting evidence acceptable to the Chief Executive Officer.

- 55.6 Employees may not take Personal/Carer's Leave while on paid Maternity Leave, Adoption Leave or Supporting Parent Leave.
- 55.7 The Chief Executive Officer may approve paid leave without use of any Personal/Carer's 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* or *Military Rehabilitation and Compensation Act 2004*.

56. Personal/Carer's Leave - Notification

- 56.1 Employees must notify their supervisor directly (this is not to be by text, email or through a colleague) of their absence no later than 9.30 a.m. on the first day of their absence, or as soon as is reasonably practicable.

57. Personal/Carer's Leave – Failure to Comply with Obligations

- 57.1 Where an employee fails to comply with their obligations as specified in this Part, other than because of circumstances beyond the employee's control, the absence may be regarded as unauthorised and without pay.

58. Unpaid Carer's Leave

- 58.1 Where an employee does not have any Personal/Carer's Leave credits available (including casual employees), the employee is entitled to unpaid Carer's Leave to provide care or support for members of their immediate family or household who require care or support because of:
- (a) an illness or injury of an immediate family or household member, or
 - (b) an unexpected emergency affecting an immediate family or household member.
- 58.2 An employee is entitled to 2 days unpaid Carer's Leave per occasion.
- 58.3 Employees must notify their supervisor of their absence on the first day of their absence, or as soon as is reasonable. The Chief Executive Officer 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 an immediate family or household member, a medical certificate or other supporting evidence acceptable to the Chief Executive Officer;
 - (b) where the leave is because of an unexpected emergency affecting an immediate family or household member, supporting evidence acceptable to the Chief Executive Officer.
- 58.4 Where an employee does not comply with their obligations under this Section, other than because of circumstances beyond the employee's control, the leave may not be approved and would be treated as an unauthorised absence. Absence without approval will not count for service for any purpose under this Agreement.

59. Compassionate Leave

- 59.1 Employees (excluding casual employees) are entitled to paid Compassionate Leave of 3 days for each occasion when a member of an employee's immediate family, household or cultural kinship system:
- (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life; or
 - (c) dies; or
 - (d) has a still born or a miscarriage.
- 59.2 Casual employees are entitled to 2 days unpaid Compassionate Leave on each occasion described in Clause 59.1
- 59.3 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 immediate family, household 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.

60. Maternity and Maternal Leave

- 60.1 Eligible employees can access Maternity Leave in accordance with the *Maternity Leave (Commonwealth Employees Act 1973)* (the Maternity Leave Act).
- 60.2 An employee who is entitled to paid leave under the Maternity Leave Act is also entitled to 4 weeks of paid Maternal Leave, to be taken in a continuous period immediately following the paid leave under the Maternity Leave Act.
- 60.3 Paid leave under the Maternity Leave Act and Maternal Leave are not extended by public holidays or the Christmas Closedown.
- 60.4 In order to provide more flexibility, an eligible employee may elect to spread the payment of paid Maternity Leave and Maternal Leave over a period of up to 32 weeks at a rate of half normal salary and allowances. However, any absence in excess of 16 weeks is considered to be maternity leave without pay not to count as service. This administrative arrangement does not extend the total period of paid Maternity Leave available under the Maternity Leave Act.
- 60.5 An employee may not access Personal/Carer's Leave while on paid Maternity or Maternal Leave.
- 60.6 Where an employee returns to work after a period of Maternity or Maternal Leave (or adoption or parental leave), the employee will be assigned to the duties previously performed or to alternative duties where appropriate to the employee's skills and classification where the former role no longer exists.

60.7 Subject to Section 41, an employee returning to work from Maternity, Maternal or Parental Leave who is the primary caregiver of the child may elect to work on a part-time basis until the child has reached school age.

61. Purchased Annual Leave and Half-pay Annual Leave

61.1 Employees eligible for leave under the Maternity Leave Act are not restricted by Clause 48.1 in relation to the taking of half-pay annual leave in the same year as the employee takes purchased annual leave.

62. Pre-paid Allowance

62.1 An employee who is planning on having or adopting a child may elect to set aside an amount of gross salary each fortnight and have it paid to them at a nominated rate during a period of unpaid Maternity or Parental Leave.

62.2 Monies set aside under this clause will not attract interest.

62.3 The employee may request the repayment of this money at any time if they decide not to use it in connection with the birth or adoption of a child.

62.4 The monies will be repaid three years after salary deductions begin if the employee has not commenced a period of Maternity or Parental Leave by that time.

62.5 The receipt of payments under this clause does not impact on the nature of the leave available to the individual or its effect on their entitlements.

63. Adoption Leave

63.1 An employee with more than 12 continuous months service with IBA is entitled to sixteen (16) weeks paid Adoption leave for the purposes of adopting a child, where:

- (a) the employee provides the Chief Executive Officer with documentary evidence of the approval for adoption when applying for Adoption Leave; and
- (b) the adoptive child is under school age on the day of placement; and
- (c) the adoptive child did not previously live with the employee for a period of six months or more before the day of placement; and
- (d) the adoptive child is not a child or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time.

63.2 Adoption leave is available from one month prior to the date of placement of a child.

63.3 Adoption leave must be taken as a single, unbroken period.

63.4 An employee is unable to access Personal/Carer's Leave while on paid Adoption Leave.

- 63.5 In order to provide more flexible provisions for Adoption Leave, employees have the option to spread the payment for Adoption Leave over a period of up to 32 weeks at a rate of half normal salary. The 16 weeks of Adoption Leave counts as service for all purposes. However any absence in excess of 16 weeks is considered to be Adoption Leave without pay (not to count as service).
- 63.6 Where an employee returns to work after a period of Adoption Leave, the employee will be assigned to the duties previously performed or to alternative duties appropriate to the employee's skills and classification where the former role no longer exists.
- 63.7 An employee returning to duty from adoption leave will have the right to access part-time work in accordance with the part-time provisions in this Agreement.

64. Supporting Partner leave

- 64.1 An employee who has at least 12 months continuous service with IBA, and whose partner gives birth to or adopts a child, is entitled to 2 weeks paid Supporting Partner Leave, within the month immediately following the birth or adoption of the child.
- 64.2 An employee must provide documentary evidence of the birth or adoption of the child when applying for Supporting Partner leave.
- 64.3 Supporting Partner leave counts as service for all purposes.

65. Unpaid Parental Leave

- 65.1 An employee who has at least 12 months continuous service, and who has responsibility for their child, is entitled to up to 52 weeks unpaid parental leave.
- 65.2 Unpaid parental leave can commence at any time during the first 12 months following the birth or placement of the adopted child.
- 65.3 The Chief Executive Officer may extend an employee's unpaid parental leave for up to a further 52 weeks in a continuous period, provided the employee requests the further period of unpaid leave in writing at least 4 weeks prior to the expiration of the initial period of unpaid parental leave.
- 65.4 The Chief Executive Officer may refuse a request for an extension of a period of unpaid Parental Leave on reasonable business grounds.
- 65.5 Unpaid parental leave does not count as service for any purpose.
- 65.6 An employee may take paid leave, such as Annual Leave or Personal Leave in conjunction with unpaid parental leave;
- 65.7 This provision does not apply to employees covered by the Maternity Leave Act to the extent that that Act is more beneficial, or affect an employee's entitlement to unpaid Parental Leave under the National Employment Standard in the *Fair Work Act 2009*.

65.8 This provision also applies to an employee who has a primary parental role in relation to their grandchild or grandchildren.

66. Long Service Leave

- 66.1 The entitlement to Long Service Leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 66.2 Periods of Long Service Leave cannot be broken by a period or periods of Annual Leave except as provided for under legislation (e.g. during periods of unpaid maternity leave). Long Service Leave taken before and after the Christmas closedown will be considered one continuous period of leave.
- 66.3 Where an employee is on Long Service Leave and would, but for being on Long Service Leave, be eligible to access their Personal/Carer's Leave, Compassionate Leave or Community Service Leave entitlement and the employee provides a medical certificate or other medical evidence acceptable to the Chief Executive Officer, the relevant period may be taken as the appropriate leave type and the corresponding period of Long Service Leave re-credited to the employee.
- 66.4 The minimum period of Long Service Leave that will be approved is seven calendar days at full pay, or 14 calendar days at half-pay, per occasion.

67. Indigenous Community Volunteer Day

- 67.1 Indigenous Business Australia supports Aboriginal and Torres Strait Islander communities and organisations in their efforts to achieve self-management and self-sufficiency and in efforts to advance the commercial and economic interests of Aboriginals and Torres Strait Islanders.
- 67.2 The Chief Executive Officer may approve a request from an employee to access 1 day of paid time in each calendar year to undertake voluntary activities for an Aboriginal or Torres Strait Islander organisation or for an organisation whose activities benefit the Aboriginal and Torres Strait Islander community or individual Aboriginal or Torres Strait Islander people or families.
- 67.3 Indigenous Community Volunteer absences may be approved for any reason considered by the Chief Executive Officer to be appropriate and subject to operational requirements and any conditions which may be set by the Chief Executive Officer.

68. Community Service Leave

- 68.1 Employees will be entitled to leave for the purposes of engaging in community service activities (including jury service and emergency service duties) as per s108 of the *Fair Work Act 2009*. The Chief Executive Officer may approve the leave as paid leave.

68.2 Leave for emergency services duties encompasses leave for required regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

69. Defence Reserve Leave

69.1 Employees engaged in Defence Force Reserve activities will be entitled to leave in accordance with the policy of the Defence Reserve Support Council.

70. Other Leave

70.1 Other Leave, with or without pay, may be approved at the discretion of the Chief Executive Officer, for any reason considered appropriate by the Chief Executive Officer and subject to operational requirements and any conditions which may be set by the Chief Executive Officer.

70.2 Other Leave without pay will not count as service for any purpose unless approved to count for service for specific purposes by the Chief Executive Officer unless required by relevant legislation.

70.3 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 unless required by relevant legislation.

71. Public Holidays

71.1 Employees will observe any day, or part-day, declared or prescribed by or under a law of the Commonwealth, a State or Territory to be observed within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

71.2 If under a state or territory law, a day or part-day is substituted for one of the public holidays under Clause 71.1, then the substituted day or part-day is the public holiday. The Chief Executive Officer and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday.

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

71.4 Where a public holiday falls during a period when an employee is absent on leave (other than Annual or Personal/Carer's Leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half-pay, payment is on half-pay) in accordance with the table below:

Rate of pay Employee receives the day before a public holiday	Rate of pay Employee receives the day after a public holiday	Rate of payment for public holiday/closedown
Full-pay	Full-pay	Full-pay
Full-pay	Half-pay	Full-pay
Full-pay	Unpaid	Full-pay
Half-pay	Full-pay	Full-pay
Half-pay	Half-pay	Full-pay where leave is annual leave half-pay. Half-pay where leave is long service leave or maternity/adoption leave half-pay.
Half-pay	Unpaid	Full-pay where leave is annual leave half-pay. Half-pay where leave is long service leave or maternity/adoption leave half-pay.
Unpaid	Full-pay	Full-pay
Unpaid	Half-pay	Full-pay where leave is annual leave half-pay. Half-pay where leave is long service leave or maternity/adoption leave half-pay.
Unpaid	Unpaid	Unpaid

72. Christmas Closedown

- 72.1 IBA will close its normal operations from close of business on the last working day before Christmas Day until the commencement of the first working day after New Year's Day.
- 72.2 Employees are entitled to be absent for the working days during the Christmas Closedown and will be paid in accordance with their normal hours of work. If the employee would otherwise have been absent on leave over this period, they will be paid in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day/s will also be at half pay
- 72.3 There will be no deduction from Annual or Personal/Carer's Leave credits for the Christmas Closedown days

72.4 An employee who is required to work on the working days between Christmas and New Year will be provided with equivalent time off in lieu within four weeks of the closedown.

73. Unauthorised Absences

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

73.2 Where an employee is absent from duty without authorisation for a period of 5 consecutive days and has failed to notify IBA of the reason for their absence, the Chief Executive Officer may initiate proceedings to terminate the employee on the grounds that the employee has abandoned their employment with IBA.

PART H TRAVEL

74. Air Travel

- 74.1 All domestic air travel will be by economy class.
- 74.2 All international air travel will be by business class where available.
- 74.3 Employees are required to book and travel using the best available fare.

75. Accommodation

- 75.1 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.
- 75.2 Where an employee elects not to stay in commercial accommodation, the employee will be paid an allowance of \$63.50 per night.
- 75.3 For the purposes of Clause 75.2, commercial accommodation is any establishment which is able to supply a tax invoice in respect of accommodation.

76. Meals and incidentals

- 76.1 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.
- 76.2 Where Clause 76.1 applies, the employee will be paid a meals and incidentals allowance as determined by the Chief Executive Officer.
- 76.3 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; and
 - (b) will be adjusted by removing the relevant meals components for any meal that was, or will be, provided or paid for by IBA.

77. Camping Allowance

- 77.1 Where an employee is required to be absent from home overnight due to IBA requirements and commercial accommodation is not available in that locality, the employee will receive a Camping Allowance for meals and incidentals at a rate determined by the Chief Executive Officer. For these purposes, commercial accommodation is defined the same as for Clause 75.3.

78. Travel Allowance

78.1 Where the Chief Executive Officer considers that it is more appropriate and convenient for an employee to make their own accommodation arrangements, the Chief Executive Officer will pay a Travel Allowance at a rate determined by the Chief Executive Officer.

79. Overseas Conditions

79.1 Employees will be reimbursed reasonable costs for accommodation, meals and incidentals while on approved travel outside of Australia.

79.2 The Chief Executive Officer will determine reasonable costs for accommodation, meals and incidentals taking account of information from the country and the experience of other relevant agencies.

79.3 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 I ALLOWANCES

80. Motor Vehicle Allowance

- 80.1 A Motor Vehicle Allowance is payable where an employee is required by the Chief Executive Officer to use their private vehicle for work-related purposes.
- 80.2 The rate of motor vehicle allowance will be determined by the Chief Executive Officer from time to time.
- 80.3 The Chief Executive Officer may agree to an employee using their 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 cost of the cheapest available airfare to that location plus estimated ground transport costs.

81. First Aid Officer/Health and Safety Representative Allowance

- 81.1 Where an employee possesses a current First Aid Certificate and is appointed by the Chief Executive Officer as a First Aid Officer for IBA, or is appointed a Health and Safety Representative, the employee will receive an Allowance of \$26.50 per fortnight.

82. On-Call Allowance

- 82.1 Where the Chief Executive Officer requires an employee to be on-call outside of their normal hours of duty and to be available for work, the Chief Executive Officer may pay the employee an On-Call Allowance as determined by the Chief Executive Officer.
- 82.2 Where an employee is at the IBA Level 1 to IBA Level 5, the employee may decline to be on-call.

PART J REMOTE LOCALITY CONDITIONS

83. Remote Locality Allowance

83.1 Where an eligible employee's permanent work location is:

- (a) Broome, or
- (b) any other locality determined to be remote by the Chief Executive Officer;

the employee will be paid a Remote Locality Allowance as determined by the Chief Executive Officer.

83.2 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 83.3.

83.3 For the purposes of this Section, a person is a dependant of the employee if they:

- (a) are the employee's partner, child or grandchild of the employee or their partner;
- (b) reside with the employee;
- (c) are financially dependent on the employee; and
- (d) earn less per annum than 60% of the salary payable to an IBA Level 1 employee at the bottom of the range under this Agreement.

84. Compassionate Assistance

84.1 Where an employee's permanent or temporary work location is Broome, 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 the 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 their partner who accompanies the dependant;
- (b) where a member of the employee's immediate family is critically ill or injured and is located in another locality – one airfare each for the employee and their partner to that locality; or

- (c) where a member of the employee's immediate family has died and is located in another locality in Australia – one airfare each for the employee and their partner to that locality.

84.2 For the purposes of sub-clause 84.1(b), "critically ill or injured" means that there is a substantial risk that the person may not survive the illness or injury.

85. Staff Housing

85.1 Where an employee's permanent work location is in a remote locality, IBA may elect to provide the employee with accommodation that is owned by the Commonwealth or IBA, subject to the employee paying a contribution of 10% of base salary towards the accommodation.

PART K RELOCATION ASSISTANCE

86. Eligibility

86.1 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; or
- (b) an employee is promoted by IBA to a higher level position in another locality; or
- (c) the Chief Executive Officer considers that it is appropriate in the circumstances.

87 Assistance to Move to a Locality

87.1 Where an employee is eligible for assistance to move to a locality, the Chief Executive Officer will determine the nature and extent of the assistance to be provided which may include:

- (a) a pre-relocation visit by the employee and the employee's 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.

88. Assistance to Relocate on Resignation or Termination of Employment

88.1 The Chief Executive Officer 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 Chief Executive Officer and the employee, or any previous commitment made by the Chief Executive Officer to the employee; and
- (b) the termination of employment not being a result of a breach of the IBA Code of Conduct.

89. Assistance on Temporary Transfer

89.1 Any period in which an employee is required to work temporarily in another locality for a period of less than 26 weeks is regarded as a temporary transfer.

89.2 The employee is entitled to normal meals and incidentals and agreed accommodation costs until midnight on the 21st day and then:

- (a) payment of reasonable long term accommodation costs for the time required to arrange long term accommodation to a maximum of 21 days;
- (b) reasonable travel costs for the employee and their dependants to move to and return from the locality on completion of the temporary transfer;
- (c) 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
- (d) where the employee is not accompanied by all of their dependants, one return airfare to the employee's normal locality once every six months.

PART L WORKFORCE ADJUSTMENT

90. General

90.1 This Part only applies to an employee where the employee is a continuing non-probationary employee.

90.2 Subject to Section 91, the Chief Executive Officer may terminate the employment of an employee as an excess employee where:

- (a) IBA no longer needs the person's job to be done by anyone because of changes in the operational requirements of the business, or
- (b) the employee is substantively at a level where there are a greater number of employees than is necessary for the efficient and economical working of IBA; or
- (c) the services of the employee can no longer be effectively used because of technological or other changes in the work methods of IBA; or
- (d) the employee's duties are to be performed at a different locality and the employee is not willing or able to transfer to the different locality; and
- (e) despite reasonable efforts, IBA has been unable to redeploy the employee to another suitable position.

91. Consultation

91.1 Where the Chief Executive Officer considers there is likely to be a need to identify one or more employees as excess, he will, as soon as practicable, advise the employees of the situation in writing, and offer to hold discussions with those employees, to consider:

- (a) actions that might be taken to reduce the likelihood of the employees becoming excess;
- (b) the proposed timeframe for IBA to make a decision concerning the affected employees' position/s; and
- (c) redeployment opportunities for the employees, within IBA or an associated entity.

91.2 An employee may choose to be represented in any such discussions.

91.3 This consultation period will extend for at least a 4-week period, but may be reduced with the written agreement of the employee.

92. Selection of Employees as Excess

92.1 Where IBA needs to select one or more excess employees to be retrenched, the Chief Executive Officer will determine which employee or employees will be declared excess taking into account the relative merit of the employees.

93. Redeployment

93.1 Where the Chief Executive Officer decides an employee is excess to IBA's requirements, the Chief Executive Officer will:

- (a) advise the employee in writing of the decision;
- (b) make reasonable efforts to redeploy the employee to another suitable position, including a suitable position at a lower classification, for a period of not less than 8 weeks ("**the redeployment period**"); and
- (c) ensure the employee is provided, as soon as practicable, with information on the entitlements the employee would be eligible to receive if terminated on grounds of being excess, including superannuation options and taxation treatment of entitlements.

93.2 The Chief Executive Officer may request an employee not to attend work during the redeployment period. In these circumstances the employee will continue to receive the salary they would otherwise have received.

93.3 During the redeployment period, IBA will assist an employee who is excess to IBA's requirements by:

- (a) providing the employee with professional career counselling, resume and job seeking services through an IBA appointed accredited external provider, or through their preferred provider to a similar cost;
- (b) providing reasonable paid time off to attend employment interviews from the date that the employee has been declared excess;
- (c) considering excess staff in isolation for vacancies at or below their current level prior to advertising internally or externally;
- (d) reimbursing reasonable expenses for consultations with a qualified financial adviser of the employee's choice up to a maximum of \$750 (or such other amount as the Chief Executive Officer considers reasonable given the fair market value of these services at the relevant time and location of the employee); and
- (e) providing access to a confidential, external counselling service through IBA's Employee Assistance Program.

93.4 During the redeployment period the Chief Executive Officer may invite an excess employee to elect for retrenchment with a redundancy benefit and the employee will have 4 weeks in which to notify the Chief Executive Officer of their decision (the consideration period). Where the employee elects for retrenchment the Chief Executive Officer may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee.

93.5 If the Chief Executive Officer and the employee mutually agree to terminate the employee's employment at the beginning of, or within, the redeployment period, the employee will receive payment in lieu of the unexpired portion of the redeployment period.

94. Notice of Termination

- 94.1 Where an employee cannot be redeployed and the Chief Executive Officer terminates the employment of the employee on excess grounds, the Chief Executive Officer will give written notice of termination of 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service) (“the notice period”).
- 94.2 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of the unexpired portion of the notice period.

95. Severance entitlements

- 95.1 An employee whose employment is terminated by the Chief Executive Officer on the grounds that the employee is an excess employee is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, or the minimum redundancy benefit to which the employee is entitled under the National Employment Standards (NES), whichever is greater.
- 95.2 The minimum redundancy benefit payable under this clause will be an amount equivalent to 4 weeks' salary and the maximum redundancy benefit payable under this clause will be an amount equivalent to 48 weeks' salary.
- 95.3 For the purposes of Clause 95.1:
- (a) the redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service;
 - (b) the following categories of service will be taken into account in calculating an employee's period of continuous service:
 - (i) service with IBA; and
 - (ii) government service as defined in section 10 of the *Long Service Leave Act 1976*;
 - (iii) service with the Australian Defence Forces;
 - (iv) Commonwealth service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*; or
 - (v) service with another organisation where an employee was transferred from IBA to that organisation with a transfer of function, or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that

function to IBA, and such service is recognised for long service leave purposes.

- (c) the period of continuous service of an employee:
 - (i) for a person employed prior to 11 January 2012 (the Commencement Date of the *Indigenous Business Australia Enterprise Agreement 2012 - 2014*), is determined by reference to sections 11 and 12 of the *Long Service Leave (Commonwealth Employees) Act 1976*; and
 - (ii) for a person employed after 11 January 2012, is determined by reference to Part 2.2 Division 11 of the *Fair Work Act 2009*. Any period of prior service of an employee (which ceased by way of redundancy, retirement on the ground of invalidity, inefficiency or loss of qualifications, forfeiture of office, dismissal, termination of probationary appointment or temporary engagement for reasons of unsatisfactory service, or voluntary retirement at or above minimum retirement age applicable to the employee or with the payment of an employer-financed retirement benefit) will not count as service for redundancy pay purposes.

95.4 For the purposes of this Section, an employee's salary will be the higher of:

- (a) the employee's salary at their 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 Chief Executive Officer gave the employee notice of 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.

96. Reduction in Classification

96.1 Following the redeployment period, or during the redeployment period by agreement of the employee, the Chief Executive Officer may, with 4 weeks' notice, reduce an employee's classification level as an alternative to termination of employment as an excess employee.

96.2 Where the Chief Executive Officer reduces the classification level of an employee under Clause 96.1 the employee will be entitled to income maintenance payments to maintain their 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 TERMINATION OF EMPLOYMENT

97. Resignation

- 97.1 Employees are required to give reasonable notice of termination of employment.
- 97.2 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 Chief Executive Officer.

98. Termination by IBA

- 98.1 The Chief Executive Officer may terminate an employee by giving a written Notice of Termination to the employee stating the grounds for termination and the date of effect of the termination.
- 98.2 Nothing in this Agreement prevents the Chief Executive Officer from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the Fair Work Act.
- 98.2 Other than in cases of serious misconduct (for example due to underperformance, during or at the conclusion of the probation period, abandonment of employment or misconduct), the Chief Executive Officer will provide employees with the notice periods specified in the Fair Work Act on termination of employment. The Chief Executive Officer may pay an employee in lieu of the required notice period.
- 98.4 No employee will, without the consent of the employee, be terminated on invalidity grounds before the employee's available Personal Leave credits have been used, except as otherwise provided by legislation.

99. Termination payments

- 99.1 Where an employee ceases employment with IBA, the employee 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.
- 99.2 Subject to first discussing options for repayment with an employee, IBA may recover all or part of any debt or overpayment owed to IBA by an employee at termination of their employment out of monies otherwise payable to the employee and then pay the employee the balance remaining after recovery of the debt or overpayment.

100. Payment on death

- 100.1 Where an employee dies, or is assumed by the Chief Executive Officer to have died, the Chief Executive Officer will authorise the payment of the amount to which the former employee would have been entitled had the employee resigned or required by legislation.

100.2 Payment of an amount authorised by the Chief Executive Officer under Clause 100.1 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.

101. Right of Return for Election Candidates

101.1 Where an employee had been required to resign to contest an election for a local government position, or as a member of a State/Territory or Commonwealth parliament, or the Torres Strait Regional Authority, the Chief Executive Officer will allow an employee to return to work with IBA where:

- (a) the employee 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) the employee was a candidate in the election but failed to be elected;
- (d) the employee makes application to the Chief Executive Officer 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.

101.2 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.

APPENDIX 1

IBA Classifications (and Award*/APS Equivalents) and Base Salary Rates

Classification			Salary Point	Base Salary prior to Commencement of Agreement	Base Salary on Commencement of Agreement	Base Salary on 1 July 2016	Base Salary on 1 July 2017	Base Salary on 1 July 2018
Award*	APS	IBA						
ASO1 & ASO2	APS1 & APS2	Level 1	1.1	\$46,900	\$47,838	\$48,316	\$49,041	\$49,777
			1.2	\$50,123	\$51,125	\$51,637	\$52,411	\$53,197
			1.3	\$53,888	\$54,966	\$55,515	\$56,348	\$57,193
			1.4	\$56,947	\$58,086	\$58,667	\$59,547	\$60,440
ASO3	APS3	Level 2	2.1	\$58,462	\$59,631	\$60,228	\$61,131	\$62,048
			2.2	\$59,970	\$61,169	\$61,781	\$62,708	\$63,648
			2.3	\$61,476	\$62,706	\$63,333	\$64,283	\$65,247
			2.4	\$63,125	\$64,388	\$65,031	\$66,007	\$66,997
ASO4	APS4	Level 3	3.1	\$65,154	\$66,457	\$67,122	\$68,128	\$69,150
			3.2	\$67,223	\$68,567	\$69,253	\$70,292	\$71,346
			3.3	\$68,967	\$70,346	\$71,050	\$72,116	\$73,197
			3.4	\$70,793	\$72,209	\$72,931	\$74,025	\$75,135
ASO5	APS5	Level 4	4.1	\$72,734	\$74,189	\$74,931	\$76,055	\$77,195
			4.2	\$75,024	\$76,524	\$77,290	\$78,449	\$79,626
			4.3	\$77,125	\$78,668	\$79,454	\$80,646	\$81,856
ASO6	APS6	Level 5	5.1	\$81,374	\$83,001	\$83,831	\$85,089	\$86,365
			5.2	\$83,652	\$85,325	\$86,178	\$87,471	\$88,783
			5.3	\$86,772	\$88,507	\$89,393	\$90,733	\$92,094
			5.4	\$90,219	\$92,023	\$92,944	\$94,338	\$95,753
SOGC	EL1	Level 6	6.1	\$102,292	\$104,338	\$105,381	\$106,962	\$108,566
			6.2	\$105,455	\$107,564	\$108,640	\$110,269	\$111,923
			6.3	\$108,579	\$110,751	\$111,858	\$113,536	\$115,239
			6.4	\$113,563	\$115,834	\$116,993	\$118,747	\$120,529
SOGB & SOGA	EL2	Level 7	7.1	\$123,569	\$126,040	\$127,301	\$129,210	\$131,148
			7.2	\$130,363	\$132,970	\$134,300	\$136,314	\$138,359
			7.3	\$135,230	\$137,935	\$139,314	\$141,404	\$143,525
			7.4	\$140,098	\$142,900	\$144,329	\$146,494	\$148,691
			7.5	\$144,782	\$147,678	\$149,154	\$151,392	\$153,663

* Government Employment Conditions and Salaries Award 2003

Bonus Buyout Allowance

Employees eligible to receive a Bonus Buyout Allowance under Clause 22 of the *Indigenous Business Australia Enterprise Agreement 2012-2014* will continue to receive the allowance under the same conditions, excluding the indexation provision.

Under this Agreement, the allowance will be indexed by:

- (a) 1.0% from the Date of Commencement;
- (b) 0.5% from 1 July 2016;
- (c) 0.75% from 1 July 2017; and
- (d) 0.75% from 1 July 2018.

APPENDIX 2

Definitions

Term	Definition
Agreement	Enterprise Agreement made under the <i>Fair Work Act 2009</i>
Child	Includes the natural child, adopted child, foster child, step child, grandchild (where the employee has a responsibility for the care of the child) or anyone else who is a child within the meaning of the <i>Family Law Act 1975</i> .
Employee	A person employed by IBA under the <i>Aboriginal and Torres Strait Islander Act 2005</i> but does not include the Chief Executive Officer or an SES employee or acting SES employee.
Employer	Indigenous Business Australia
Chief Executive Officer	The Chief Executive Officer of IBA or where that position no longer exists, another person or position nominated by the employer.
Continuous service	Has the same meaning as is described at section 22 of the <i>Fair Work Act 2009</i>
Fair Work Commission or FWC	The body established under section 575 of the <i>Fair Work Act 2009</i> .
Indigenous Business Australia or IBA	The body established under the <i>Aboriginal and Torres Strait Islander Act 2005</i> (Cth)
Immediate family	A spouse, de-facto partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.
Medical certificate	A certificate signed by a medical practitioner or other person authorised under legislation to sign a medical certificate.
Medical practitioner	A person registered or licensed as a medical practitioner under a law of a State or Territory that provides for the registration of medical practitioners.
De-facto Partner	A person who, although not legally married to the employee, lives with the employee in a relationship as a couple or on a genuine domestic basis (whether the employee and the person are of the same sex or are

	different sexes), and includes a former de-facto partner of the employee.
School age	For a child, means the age at which the child is required by a law of the State or Territory in which the child lives to start attending school.
Senior Executive Service or SES employee	A person who is not the Chief Executive Officer and not an IBA Level 1 to 7 employee but is employed under a contract of employment specifying that the employee is an SES employee.
Spouse	Includes a former spouse.
Working days	A day that is not a Saturday or a Sunday or a public holiday.

APPENDIX 3

Supported Wage System

General

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.

Eligibility criteria

This appendix applies to employees who are unable to perform the range of duties to the level of competence 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.

This appendix 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 injured in the course of their current employment.

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.

Supported wage rates

Employees to whom this appendix 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 that determined by Fair Work Australia or its successor:

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

Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of capacity

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) IBA and, where the employee chooses, a representative of the employee in consultation with the employee; or
- (b) if requested by IBA, the employee and an accredited Assessor from a panel determined by IBA in consultation with the employee and, where the employee chooses, a representative of the employee.

Lodgement of assessment instrument

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 IBA with the Fair Work Australia.

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.

Review of assessment

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

Other terms and conditions of employment

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.

Workplace adjustment

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.

Trial period

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.

During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The amount payable to the employee during the trial period shall be no less than \$81 per week. The Chief Executive Officer may increase this minimum in accordance with variations in the Department of Family and Community Services income test free area for earnings.

Work trials should include induction or training as appropriate to the job being trialled.

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 undertaken of the employee's capacity.

19 April 2019, 19 April 2020 & 19 April 2021

IBA Classifications (and APS Equivalents) and Base Salary Rates

APS Classification	IBA Classification	IBA Salary Point	Current Base Salary (from 1 July 2018)	Base Salary 19 April 2019	Base Salary 19 April 2020	Base Salary 19 April 2021
APS1 & APS2	Level 1	1.1	\$49,777	\$50,773	\$51,788	\$52,824
		1.2	\$53,197	\$54,261	\$55,346	\$56,453
		1.3	\$57,193	\$58,337	\$59,504	\$60,694
		1.4	\$60,440	\$61,649	\$62,882	\$64,140
APS3	Level 2	2.1	\$62,048	\$63,289	\$64,555	\$65,846
		2.2	\$63,648	\$64,921	\$66,219	\$67,543
		2.3	\$65,247	\$66,552	\$67,883	\$69,241
		2.4	\$66,997	\$68,337	\$69,704	\$71,098
APS4	Level 3	3.1	\$69,150	\$70,533	\$71,944	\$73,383
		3.2	\$71,346	\$72,773	\$74,228	\$75,713
		3.3	\$73,197	\$74,661	\$76,154	\$77,677
		3.4	\$75,135	\$76,638	\$78,171	\$79,734
APS5	Level 4	4.1	\$77,195	\$78,739	\$80,314	\$81,920
		4.2	\$79,626	\$81,219	\$82,843	\$84,500
		4.3	\$81,856	\$83,493	\$85,163	\$86,866
APS6	Level 5	5.1	\$86,365	\$88,092	\$89,854	\$91,651
		5.2	\$88,783	\$90,559	\$92,370	\$94,217
		5.3	\$92,094	\$93,936	\$95,815	\$97,731
		5.4	\$95,753	\$97,668	\$99,621	\$101,613
EL1	Level 6	6.1	\$108,566	\$110,737	\$112,952	\$115,211
		6.2	\$111,923	\$114,161	\$116,444	\$118,773
		6.3	\$115,239	\$117,544	\$119,895	\$122,293
		6.4	\$120,529	\$122,940	\$125,399	\$127,907
EL2	Level 7	7.1	\$131,148	\$133,771	\$136,446	\$139,175
		7.2	\$138,359	\$141,126	\$143,949	\$146,828
		7.3	\$143,525	\$146,396	\$149,324	\$152,310
		7.4	\$148,691	\$151,665	\$154,698	\$157,792
		7.5	\$153,663	\$156,736	\$159,871	\$163,068

20 April 2022 IBA Classifications (and APS Equivalents) and Base Salary Rates

APS Classification	IBA Classification	IBA Salary Point	Current Base Salary (from 1 July 2021)	Base Salary 20 April 2022 1.9%	Base Salary 20 April 2023 TBD	Base Salary 20 April 2024 TBD
APS1 & APS2	Level 1	1.1	\$52,824	\$53,828		
		1.2	\$56,453	\$57,526		
		1.3	\$60,694	\$61,847		
		1.4	\$64,140	\$65,359		
APS3	Level 2	2.1	\$65,846	\$67,097		
		2.2	\$67,543	\$68,826		
		2.3	\$69,241	\$70,557		
		2.4	\$71,098	\$72,449		
APS4	Level 3	3.1	\$73,383	\$74,777		
		3.2	\$75,713	\$77,152		
		3.3	\$77,677	\$79,153		
		3.4	\$79,734	\$81,249		
APS5	Level 4	4.1	\$81,920	\$83,476		
		4.2	\$84,500	\$86,106		
		4.3	\$86,866	\$88,516		
APS6	Level 5	5.1	\$91,651	\$93,392		
		5.2	\$94,217	\$96,007		
		5.3	\$97,731	\$99,588		
		5.4	\$101,613	\$103,544		
EL1	Level 6	6.1	\$115,211	\$117,400		
		6.2	\$118,773	\$121,030		
		6.3	\$122,293	\$124,617		
		6.4	\$127,907	\$130,337		
EL2	Level 7	7.1	\$139,175	\$141,819		
		7.2	\$146,828	\$149,618		
		7.3	\$152,310	\$155,204		
		7.4	\$157,792	\$160,790		
		7.5	\$163,068	\$166,166		