



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Indigenous Land Corporation

(AG2011/12065)

INDIGENOUS LAND CORPORATION ENTERPRISE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 21 SEPTEMBER 2011

*Application for approval of the Indigenous Land Corporation Enterprise Agreement
2011-2014.*

[1] An application has been made for approval of an enterprise agreement known as the Indigenous Land Corporation Enterprise Agreement 2011-2014 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 September 2011. The nominal expiry date of the Agreement is 19 October 2014.



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Australian Government
Indigenous Land Corporation



Enterprise Agreement

2011 | 2014

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PART A: Working at the Indigenous Land Corporation

1. ILC Vision

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

2. ILC Values

- a. Commitment: The General Manager and employees will uphold and promote the ILC Values.

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

3. *ILC Employees*

- a. Management Commitment: The ILC recognises, respects and values the skills, knowledge and experience of all employees. The ILC encourages individual skills and working together as a team to successfully conduct its statutory functions and meet its objectives.
- b. Recognition and Respect: The ILC recognises, respects and values the unique knowledge and skills that Indigenous Australian employees contribute to assisting Indigenous peoples to acquire, own and manage their land.
- c. Employee Commitment: ILC employees bring individual and collaborative skills, initiative and creativity to achieving the ILC Values. Employees are responsible, accountable and committed to working productively and to achieving the ILC Values.

4. *Fair Workloads*

- a. The ILC will ensure that workloads are appropriate for employee classifications and the number of employees through:
 - i. continuation of the existing hours of work and overtime arrangements;
 - ii. the allocation of appropriate resources for new program and policy work; and
 - iii. consultation with the Consultative Committee in any employee and organisational reviews.

5. *Valuing and Practicing Diversity and Equity*

- a. Commitment: The ILC is committed to achieving a working environment that recognises and respects the diversity of its employees and encourages them to reach their full potential. The ILC and its employees are committed to ensuring that principles of fairness, equity and diversity are integrated into all ILC activities, management policies and guidelines.
- b. Responsibility: It is the responsibility of all employees to consider and uphold the ILC's commitment to diversity in their decision-making.

6. *Preventing and Eliminating Discrimination*

- a. Commitment: The ILC and its employees are committed to prevention and elimination of discrimination, harassment and bullying in the workplace on the basis of race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion or affiliation, national extraction or social origin. In support of this commitment the ILC will maintain an effective Contact Officer (CO) network and a Bullying and Harassment Policy, including appropriate training.
- b. Management Responsibility: ILC managers are responsible for raising the awareness of employees about the nature and effects of workplace discrimination, harassment and bullying as well as modelling appropriate work place behaviours, consistent with the ILC Values and Code of Conduct. Managers are also responsible for taking early intervention action to manage instances where there is unacceptable work place behaviour.
- c. Employee Responsibility: ILC employees are responsible for behaving consistently with the ILC Values and Code of Conduct.

PART B: A Fair Go at Work

7. Communication

- a. Commitment: The ILC is committed to communicating effectively with the ILC and stakeholders. In recognition of this commitment, the ILC in consultation with employees has implemented the ILC Communication Framework.

8. Consultation

- a. Management Commitment: The ILC is committed to effective and meaningful consultations with employees and their representatives in making decisions that affect employees through:
 - i. Providing employees and where they choose, their representatives with relevant information at the earliest opportunity, including in writing if requested;
 - ii. Providing opportunities to consider employees' views, including sufficient time to express a view, to usefully influence the decision and negotiate alternative options;
 - iii. Establishing formal consultation mechanisms through committees or forums. Employees should limit their involvement to one or two formal roles to allow a wider range of employee participation and a better balanced representation;
 - iv. Management informing employees how decisions were made, including how their views were considered.
- b. For the purpose of this Agreement "consultation" means:
 - i. Providing relevant information to employees and, where they choose, their representatives about impending changes, decisions, reviews or other issue that impact on them so that they are able to meaningfully participate in debate: and, for this to be effective, the participation must contribute to the decision making process not only in appearance, but in fact;
 - ii. In making decisions, taking account of the views expressed by employees and, where they choose, their representatives; and
 - iii. Explaining decisions that have been made, including how the views of employees and where they choose, their representatives were taken into account.

9. Reviews during the Term of this Agreement

- a. The ILC is committed to reviewing the following processes and/or policies within the term of this Agreement:
 - i. Performance Evaluation Management Program;
 - ii. Work Level Standards;
 - iii. Learning and Development process;
 - iv. Reward and Recognition Scheme;
 - v. Bullying and Harassment Policy;
 - vi. Indigenous Employment Strategy Plan; and
 - vii. The payment of superannuation during period of unpaid Maternity Leave, after central APS agencies implement such an entitlement.

10. Consultative Committee

- a. Commitment: The ILC will continue its commitment to consulting with employees through the use of the Consultative Committee comprising the General Manager or their nominees, employee representatives from each Division and Head Office, an Indigenous employee representative, and where requested by members, an appropriate employee organisation.
- b. The Committee will meet regularly to discuss matters which are likely to affect employees, and will include, but not be limited to:
 - i. Training and development;
 - ii. Job design, evaluation and classification structures;
 - iii. Working hours arrangements including flexible working hours;
 - iv. Occupational health and safety;
 - v. Organisational change and job security;
 - vi. Workplace Diversity;
 - vii. Policies referred to in this Agreement; and
 - viii. Agreement implementation.
- c. Membership Term: To ensure consistency in operation, membership of the Committee, where possible, will be for the term of this Agreement.
- d. Regular Meetings: The Committee will meet at least every 6 months or as required. Secretariat services for the Committee will be provided by Human Resources.

11. Indigenous Consultative Group

- a. Commitment: The ILC is committed to ongoing consultation with the Indigenous Consultative Group (ICG). Consultation includes the ICG having the opportunity to contribute to changes to ILC processes and activities where appropriate. The ICG will liaise with the General Manager and Manager Human Resources every six months or more often if required to address specific issues. The ILC is committed to implementing the agreed outcomes of ICG meetings.
- b. Membership: Membership of the ICG shall consist of an elected Indigenous employee representative from each Divisional Office, the Canberra Office and Head Office. The Chairperson will be a separately elected member. Where there are no Indigenous employees in a geographic location an additional Indigenous member can be elected from another location. Where elected ICG members are absent a proxy can be substituted. The term of office will, where possible, be for the term of this Agreement.
- c. Human Resources will assist in coordinating the election process in consultation with the ICG.

- d. The Role: The role of the ICG will be to:
 - i. Represent the views and concerns of Indigenous employees;
 - ii. Review, monitor and ongoing development of an Indigenous Employment Strategy (IES) and any links to the associated ILC Learning and Development Strategy (see clause below for details);
 - iii. Participate, where agreed between the ILC and ICG, in any operational review to ensure that all operating practices are appropriate for both Indigenous employees and Indigenous clients;
 - iv. Participate, to the extent the ICG considers appropriate, in the development and review of ILC policies and guidelines;
 - v. Identify and promote activities and programs that allow the ILC to more effectively engage Indigenous people; and
 - vi. Report progress of activities to the ILC Board at least annually.
- e. Support provided would include but not be restricted to:
 - i. Specialist assistance, on an as needs basis, funded from the IES budget;
 - ii. Provision of skill development training for Indigenous employees in effective group participation;
 - iii. Education of managers to ensure Indigenous employees are effectively supported in activities arising from their participation in the ICG;
 - iv. Education of non-Indigenous employees about the role and function of the ICG; and
 - v. Time and resources to participate in ICG activities.

12. Indigenous Employment Strategy

- a. Indigenous Employment Strategy: The ILC is committed to implementing the Indigenous Employment Strategy (IES) and the associated ILC Learning and Development Strategy including, where appropriate, to:
 - i. Ensure the objectives of IES are met;
 - ii. Identify and resolve any issues with existing HR programs/ procedures; and
 - iii. Review the current IES, with a view to identifying and developing further objectives, strategies and programs.

13. Code of Conduct

- a. Responsibility: It is the responsibility of all employees not only to behave in such a way that upholds the ILC Code of Conduct, but to assist and support their colleagues to uphold the Code of Conduct.
- b. For the avoidance of doubt, the phrase “acting in the course of employment” as used in this Code of Conduct includes the conduct of employees:
 - i. at all times while they are present on premises owned or occupied by the ILC; or
 - ii. which is otherwise connected to their employment or where such a connection may be reasonably inferred or perceived.
- c. Commitment: The parties agree to uphold and promote the ILC Code of Conduct:

Honesty and Integrity	An employee must behave honestly and with integrity in the course of their employment.
Care and Diligence in the Course of Employment	<p>An employee must act with care and diligence in the course of their employment.</p> <p>An employee must comply with any lawful and reasonable direction given by someone in the ILC who has authority to give the direction.</p>
Respect and Courtesy	An employee, when acting in the course of employment, must treat everyone with respect and courtesy, and without harassment.
Operate in a Lawful Manner	<p>An employee, when acting in the course of employment, must comply with all applicable Australian laws. For this purpose, Australian law means:</p> <ul style="list-style-type: none">a. any Commonwealth Act or any instrument made under a Commonwealth Act; and/orb. any law of a State or Territory, including any instrument made under such a law.
Commercial in Confidence	An employee must maintain appropriate confidentiality with respect to ILC and Clients’ confidential information.
Conflict of Interest	An employee must disclose, and take reasonable steps to avoid, any conflict of interest (actual or apparent) in connection with their employment.
Proper Use of Resources	An employee must use ILC resources in a proper manner.
False or Misleading Information	An employee must not provide false or misleading information in response to a request for information that is made for official purposes in connection with the employee’s employment.
Inside Information	An employee must not make improper use of inside information, or their duties, status, power or authority in order to gain, or seek to gain, a benefit or advantage for themselves or any other person.
Appropriate Behaviour	<p>An employee must at all times behave in a way that upholds the Values and the integrity and good reputation of the ILC; and</p> <p>An employee on duty overseas must at all times behave in a way that upholds the good reputation of Australia.</p>

14. Breaches of ILC Values and Code of Conduct

- a. An allegation may be made against an employee whose conduct does not comply with the ILC Values and Code of Conduct. The allegation may be made by an ILC manager or employee or may be received from parties external to the ILC.
- b. The ILC will initially examine an allegation informally to determine if it appears to have merit and whether formal procedures are warranted. Not all allegations will necessarily result in formal action as it may be appropriate in some circumstances to provide:
 - i. informal counselling and/or warning;
 - ii. specific training/development; and/or
 - iii. a variation in duties.
- c. If the General Manager decides that a formal investigation is warranted he or she may appoint:
 - i. An Investigator to conduct an investigation into the allegation(s) to determine which of the ILC Values or Code of Conduct has been breached, if the breach is proven and, if so, recommend an appropriate sanction; and
 - ii. A Delegate to determine whether the recommended sanction is appropriate given the circumstances of the allegation, the employee's response, and the findings of the investigation.
- d. An employee will be notified of the allegations and/or any investigations in writing except in circumstances where such a notification might prejudice an investigation.
- e. An investigation will deal with the facts and seek to verify any information/evidence provided to them. Where this leads to more information/evidence related to the allegation, this will also be reviewed.
- f. The Investigator will consider all relevant aspects of the allegations in a thorough, impartial and expeditious manner. All ILC employees, including the employee about whom the allegations have been made, must provide such cooperation to the Investigator as he or she reasonably requires.
- g. As part of the investigation, the employee about whom the allegation has been made has the right to make a statement in regard to the allegation. The statement from the employee and any further information/evidence that comes forward from the initial allegation and investigation will be considered by the Investigator prior to reaching any conclusion and providing recommendations to the Delegate.
- h. Depending on the circumstances, the General Manager may decide to temporarily remove an employee about whom an allegation has been made from their assigned duties for the period of the investigation.
- i. In some circumstances it may be necessary to suspend an employee from duty while an investigation takes place. The terms of suspension can be paid or unpaid at the discretion of the General Manager and will generally be suspension with pay until an investigation is completed. The term of suspension, will not exceed 14 calendar days without being reviewed by the General Manager. Subsequent reviews by the General Manager will be held every seven days until a determination is made about the matter.

- j. At the conclusion of the investigation, the Investigator will inform the employee in writing of the investigation's conclusions and the sanctions, if any that have been recommended to the Delegate and provide a written report to the Delegate.
- k. Unless the investigation clearly shows the allegation to be unfounded, the Delegate will not make any decision until at least seven calendar days from the date the employee was notified of the alleged breach. Where the Delegate considers that allegations are unfounded, the employee will be notified by the Delegate immediately.
- l. Where the Delegate determines that a breach has been found, the Delegate will prepare a written report to the General Manager setting out the findings of fact and recommended sanctions. Sanctions may include one or more of the following:
 - i. formal reprimand and/or warning;
 - ii. suspension from duty;
 - iii. remedial action to restore any financial or other loss;
 - iv. re-assignment of duties;
 - v. imposing conditions on further employment;
 - vi. reduction in classification; and/or
 - vii. termination of employment.
- m. The employee will have the right to seek a review of the Delegate's decision within seven calendar days of being informed in writing of the recommendation. The request for a review by an employee must be made in writing to the General Manager describing the reasons why the employee is requesting a review.
- n. In the event that the employee does not seek a review as provided for in the above paragraph, then the General Manager's role will be to determine an appropriate sanction in light of the Delegate's findings of fact and having regard to (but not be bound by) the delegate recommendations regarding sanctions.
- o. If the employee requests a review, the General Manager must consider that request:
 - i. having regard to the Investigator's report; and/or
 - ii. making such other enquiries as the General Manager considers appropriate, and then make a determination as to findings of fact and an appropriate sanction. The decision of the General Manager shall be final.
- p. The General Manager must advise the employee in writing of the outcome of the review.

15. *Dispute Settlement and Procedure*

- a. Objective: The objective of this procedure is the avoidance and resolution of any disputes about the interpretation or implementation of this Agreement, by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- b. Without prejudice to either party, and except where a bona fide safety issue is involved, the parties will ensure the continuation of work during the operation of these procedures. Where a bona fide safety issue exists, employees will not work in an unsafe environment but, where appropriate, accept reassignment to alternative suitable work consistent with their classification levels in the meantime.
- c. Commitment: In the event of a dispute in relation to the interpretation or implementation of this Agreement, or the National Employment Standards, in the first instance the parties will attempt to resolve the matter within the ILC by discussions between the employee or employees concerned and the relevant manager and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- d. Nothing contained in this procedure prevents the ILC, employees, their employee organisation or other representatives from entering into consultation at any level if it seems likely to help resolve the problem. Where any party does this, it must advise the other parties involved in the dispute.
- e. If a dispute in relation to the interpretation or implementation of this Agreement or the National Employment Standards is unable to be resolved within the ILC, under the steps set out above, the dispute may be referred by either party to Fair Work Australia (FWA) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWA may exercise its procedural powers in relation to hearings, witnesses, evidence and submissions which in the opinion of FWA are necessary to make the arbitration effective.
- f. Any decision or direction FWA makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and a decision made as a result of arbitration shall be accepted by the parties as settlement of the dispute relating to the interpretation and implementation of this Agreement or the National Employment Standards and will be complied with, subject to either party exercising a right of appeal against the decision by application to FWA.
- g. In exercising its powers under this clause, FWA acts according to equity, good conscience and the merits of the case without regard to technicalities and legal form.
- h. FWA applies the rules of natural justice and ensures that parties have a reasonable opportunity to be heard.
- i. Ongoing Communication: Management will provide relevant information and explanation and consult with employees and their employee organisation or other representatives during the course of these procedures.

16. *Review of Decision Making*

- a. An employee may request, in writing, a written statement from his/her manager setting out the reasons for any decision that affects the employee. The written explanation must be provided within 14 working days.
- b. Request a Review: An employee, or a former employee, who is affected by and aggrieved by a matter for which the General Manager has a responsibility, may request the General Manager to inquire into the matter.
- c. Method: A request under this clause must:
 - i. be in writing;
 - ii. set out the reasons why the employee is aggrieved; and
 - iii. be addressed to the General Manager.
- d. Management Action: As soon as practicable after receiving a request under this clause, the General Manager must:
 - i. inquire into and determine the matter in any manner the General Manager thinks fit; and
 - ii. advise the employee in writing of the results of the inquiry, the decision in relation to the matter and the reasons for that decision.
- e. Request for Information: For the purpose of dealing with an inquiry under this clause, the General Manager may request any person, including the employee, to provide information or documents relevant to the matter.

17. *Performance of Outside Work*

- a. Conditions: The General Manager may approve outside paid employment for employees, subject to the following conditions:
 - i. the outside employment will be performed wholly in the employee's private time;
 - ii. the outside employment will not place the employee in a conflict with their official duties, or lead to the perception that they have placed themselves in conflict with their official duties;
 - iii. the employment must not be contrary to the provisions of the ILC Code of Conduct; and
 - iv. the outside employment must not affect employees' abilities to efficiently perform their duties for the ILC.
- b. Approval must also be sought for unpaid outside work if any real or perceived conflict of interest exists between the work of the ILC and the unpaid work.
- c. Approval: In considering applications for permission to engage in outside employment, the General Manager must look to strike a proper balance between the interests of the ILC as an employer and the rights of employees to lead their private lives free of unnecessary restrictions.
- d. Employees must not accept payment for outside activities that would be regarded as part of their normal duties.

18. *Rights of Elected Union Representatives*

- a. As with all employee representatives, the role of union workplace delegates and other elected union representatives is to be respected and facilitated in accordance with Australian Government policy.
- b. In discharging their representative roles at the workplace level, the rights of union workplace delegates are:
 - i. recognition by the ILC that endorsed delegates speak on behalf of their members in the workplace;
 - ii. the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the ILC during normal working hours;
 - iii. the right to communicate with employees consistent with Clause 21 of this Agreement;
 - iv. reasonable access to ILC facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to the ILC policies and protocols;
 - v. the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
- c. In discharging any roles that may involve undertaking union business, the right of the union workplace delegates are:
 - i. Reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - ii. Reasonable access to appropriate training in workplace relations matters including training provided by a union; and
 - iii. Reasonable paid time off to represent union members in the ILC at relevant union forums.
- d. In exercising their rights, workplace delegates and unions will consider operational issues, ILC policies and guidelines and the likely affect on the efficient operation of the ILC and the provision of services by the ILC.
- e. For the avoidance of doubt, elected union representatives include ILC employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors.

19. *Right of Entry*

- a. The ILC will comply with the right of entry provisions in the Fair Work Act 2009 or successive legislation.

20. *Freedom of Association*

- a. The ILC will comply with the freedom of association provisions in the Fair Work Act 2009 or successive legislation.
- b. The ILC recognises that employees are free to choose whether or not to join a union and will not disadvantage or discriminate against an employee on the basis of that choice.
- c. Employees who choose to be members of an employee organisation can participate in relevant activities and have their industrial interests represented by that organisation.

21. *Facilitating Union Communication with Employees*

- a. In addition to the rights of Workplace Delegates and Elected Union Representatives, the ILC will consider requests from unions for all-staff publications and seek to facilitate those requests where possible via publication on the ILC Extranet.
- b. Employee organisations or other employee representatives may use notice-boards at the workplace for the display of information. The ILC will have the right to remove offensive or improper items.

PART C: Balancing Work and Personal Life

- a. **Commitment:** The ILC is committed to providing employees with a work/life balance that recognises the importance of family and caring responsibilities. This Agreement contains measures and entitlements to assist in achieving that balance including flexible working hours, access to part time work provisions, purchased leave, job sharing and allowances to promote healthy employees. Leave arrangements help accommodate this balance, including access to purchased leave, compassionate leave, paid and unpaid parental leave, bereavement leave, cultural leave and carer's leave.
- b. It is the responsibility of managers and employees to administer these entitlements in a manner that ensures that the ILC corporate objectives are met, but contributes to employees achieving a good work/life balance. When it is necessary to deny an employee request for reasonable operational reasons, those will be provided to the employee in a written form and managers will consider whether there are other options that meet the needs of the employee and the operational requirements of the ILC. All such decisions are subject to the review mechanisms contained in this Agreement.

22. Hours of Work

- a. The ordinary hours of work for full time employees are 37.5 per week.
- b. The standard day will be 7.5 hours or the agreed part time hours. Standard hours of attendance are 8.30am to 12.30pm and 1.30pm to 5.00pm.
- c. Hours of work are to be performed within a bandwidth of 7:00am to 7:00pm Monday to Friday. No more than 10 hours of work can be worked on one day.
- d. Core Hours are periods during the standard day when an employee must perform work except when they are on an approved period of absence (e.g. approved leave, TOIL or flex). Core hours are 9:30am to 12:00 and 2:30pm to 4:00pm.
- e. **Notifying Absences:** Where an employee is absent from work, and prior approval has not been given, the employee must notify their manager before 9:30am on the morning of the absence. If the manager is unavailable, the employee should attempt to speak to an alternative senior employee or manager. On return to work, the employee must seek and gain the appropriate approval for the absence.
- f. If the employee does not contact the ILC by 9:30am the employee may be deemed to be on unauthorised leave and paid leave may not be approved.
- g. The requirement for prior notification may be waived where the manager/delegate is satisfied that the employee was unable to notify the absence due to circumstances beyond their control.
- h. During the days where employees are not actually at work (for example, public holidays, periods of approved leave, (excluding flex leave) employees will record 7.5 hours a day or their agreed part time hours.
- i. Where an employee takes long service leave, maternity leave or purchased leave, 7.5 hours a day will be recorded. For a part time employee the hours specified in their part time employment agreement will be applied.

- j. An employee and their manager may agree to vary the employee's standard hours of attendance, subject to hours worked averaging the daily, weekly and settlement period. Where variation is not agreed, standard hours of attendance will be observed.
- k. A standard day will be worked continuously, except for meal breaks. No more than 5 hours may be worked without a break for a meal of at least 30 minutes.

23. *Recording Hours Worked*

- a. Employees covered by the Time Off In Lieu (TOIL) provisions can record hours worked in a diary or by other methods as agreed with their manager.
- b. Employees covered by flextime provisions must complete an electronic flextime record.

24. *Submission of Leave Form*

- a. ILC employees must submit leave applications for any period that they are absent from duty except part day TOIL or flextime, which should be recorded as a diary or flextime record.
- b. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, for example TOIL or flextime, will cease to be available until the employee resumes duty or is granted leave. Where TOIL or flextime no longer applies, employees will revert to standard hours.

25. *Flextime*

- a. Flextime will be the default system for the provision of flexible working arrangements. The flextime scheme is only available to employee at the ILC3 and lower classifications.
- b. A total of 37.5 hours per week or 150 hours per four-week settlement period must be worked within the bandwidth.
- c. A flex balance is the time worked in excess of or less than an employee's ordinary hours. The maximum flex credit which can be carried from one settlement period to another is 15 hours. The maximum flex debit which can be carried from one settlement period to another is 10 hours.
- d. Where an employee has a flex credit over 15 hours, the employee and their manager will identify and discuss appropriate actions to reduce the flex credit. No reasonable request for flex leave will be refused.
- e. Prior approval and reasonable notice are required for any flex leave of a day or more, and for part days where predetermined operational requirements would be affected.
- f. Employees may use up to five consecutive days of flex leave.
- g. An employee who has a negative flex debit of more than 10 hours at the end of a settlement period, must use approved annual leave or have salary payments deducted (recorded as Leave Without Pay) to cancel the excess debit.

- h. Time spent travelling within the bandwidth between Monday to Friday is to be recorded under the travel time section on the ILC's electronic Flextime sheet.
- i. Time spent travelling outside the bandwidth between Monday to Friday is to be administered as TOIL. Approved travel on weekends can be claimed as TOIL and is not to be recorded on the Flextime sheet. Refer to the Time Off After Business Travel clause.
- j. Travel time associated with:
 - i. air travel will be recorded from 60 minutes prior to the scheduled flight departure time and 30 minutes after actual arrival time;
 - ii. motor vehicle will be recorded from "door to door";
 - iii. other modes, for example bus or train, travel time will be recorded from 30 minutes prior to scheduled departure and 30 minutes after actual arrival time.
- k. During a notice period preceding termination, an employee must be given a reasonable opportunity to settle flex credits or debits. Flextime credits are not payable to the employee on termination.
- l. Any remaining flex debits will be recovered from the employee's separation payment.

26. *Opting Out of Flextime Provision*

- a. Employees up to and including ILC3 classification may opt-out of the flextime scheme and choose to move to the TOIL scheme.

27. *Reversion to Flextime*

- a. Employees may request to revert to the flextime scheme after opting out.
- b. While the intention of this clause is not to allow employees to move back and forth between the 2 schemes reasonable requests will not be denied.

28. *Executive Level Classifications*

- a. In recognition of the senior management roles in Executive Level (EL) and L1.8 and above positions, such employees will have access to TOIL.

29. *Overtime*

- a. The ILC will, in exceptional circumstances and subject to prior approval in writing by the General Manager, recognise overtime through payment at the rates prescribed below. Paid overtime will not be included in the Flextime hours total. Exceptional circumstances will generally be work additional to the ordinary duties of a position and due to extraordinary events.

- b. If the ILC requires an employee to work:
 - i. Monday to Friday - outside of the bandwidth of hours; or
 - ii. Weekend work.then work approved as overtime will be calculated at the following rates:
 - i. Monday to Saturday - time and a half for the first 3 hours and double time thereafter;
 - ii. Sunday - double time for all hours;
 - iii. Public holidays - double time and a half for all hours.
- c. Approval for overtime must be in writing and in advance of the work being undertaken. Paid overtime must be approved by the General Manager.
- d. The minimum payment for overtime which is not continuous with a standard day will be 4 hours at the relevant overtime rate.
- e. Where an employee is required to attend the workplace or another location to perform emergency work outside of the standard day, and no notice was given to the employee of such work prior to the completion of work on that day, the employee will be paid at the rate of double time for all hours worked, subject to a minimum payment of 2 hours.
- f. Where an employee is required to perform overtime and does not have a break of 8 consecutive hours off work plus reasonable travelling time between the time of completing ordinary duty and the time of the next required ordinary hours, the employee is entitled to:
 - i. be absent from work with no loss of pay until the employee has had such a break; or
 - ii. if such a break is not possible, double time accrued for all hours worked until the employee is granted the break.
- g. Executive Levels 1 and 2 employees are not covered by the overtime provisions as detailed in this clause, unless the General Manager agrees that exceptional circumstances exist.

30. Time Off In Lieu (TOIL)

- a. TOIL recognises the additional productive work hours undertaken by employees in performing their duties.
- b. TOIL is to be administered flexibly, taking into account the demands of the work area and the individual's personal circumstances.
- c. In order to protect an employee's health, well being and productivity, managers and employees have a shared responsibility to ensure that TOIL is taken in a timely manner.
- d. Managers will consider operational requirements and the needs of employees when deciding whether or not to approve absences from duty under TOIL. It is the shared responsibility of both employees and managers to take positive steps to ensure TOIL is taken.

- e. Prior approval and reasonable notice is required for absences from work under TOIL provisions, which will be granted with pay and count as service for all purposes.
- f. In exceptional circumstances, TOIL may be granted for up to five consecutive days. Generally, TOIL is limited up to three days per month.
- g. Employees on TOIL are encouraged to use TOIL to cover absences of less than a day.
- h. TOIL for part day absences, where prior approval is not able to be sought (for example, when an employee is unable to commence work within 1 hour of their normal commencement time, reasonable notice to the appropriate manager should be given as soon as possible on that day.
- i. TOIL for full time employees will be based on a standard day.
- j. For part time employees, TOIL will be based on the hours included in the employee's part time work agreement.

31. *Time Off After Business Travel*

- a. Where employees are required to travel outside the bandwidth, managers and employees will agree on the appropriate amount of TOIL. This will be on a one-for-one basis. In approving applications for TOIL, managers must consider the merits of each application, including:
 - i. the operational requirements regarding the necessity for travelling outside the bandwidth;
 - ii. the employee's personal circumstances and the associated impact that time spent travelling outside the bandwidth may have on them;
 - iii. the frequency, duration and type of travel involved; and
 - iv. the type of work being performed by the employee and any relevant circumstances in which the work is being performed.
- b. The ILC considers it good management practice to grant TOIL for long business travel as soon as possible after the hours have been worked, but must be taken within 2 weeks of travel being undertaken. Leave requests must be submitted and reasonable requests will not be refused by managers.

32. *Temporary revision of Standard Hours*

- a. Where it is necessary to do so because of essential work requirements, a manager may (following discussion with the Manager HR), enter into a local agreement with employees in a workplace to temporarily vary or revert to standard hours. Where the temporary arrangement extends for more than four weeks further discussion will be undertaken with the Manager HR to find mechanisms to resolve the issues that caused the agreement to be made.

33. *Failure to Comply with Flextime or TOIL Provisions*

- a. A manager may direct an employee to perform standard hours of work where an employee has failed to maintain a satisfactory pattern of attendance or abuses the TOIL or flextime provisions. This may constitute a breach of the Code of Conduct.

34. *Review of Decisions*

- a. An employee who is dissatisfied with a decision or action taken under TOIL or flextime provisions may seek a review of that decision initially by their manager, then Manager HR and/or finally with the General Manager.

35. *Access to Flexible Working Arrangements*

- a. An employee who is a parent, or has responsibility for the care of a child, may request a reasonable change in their working arrangements.
- b. This request may be made by an employee to assist them to care for their child if the child is:
 - i. Under school age (i.e. the age at which the child is required by the applicable State or Territory law to start attending school)
 - ii. Under 18 and has a disability.
- c. Examples of changes in working arrangements may include but are not limited to:-
 - i. Changes in hours of work (part time – reduction of hours worked, changes to start/finish times);
 - ii. Changes in patterns of work (job sharing arrangements);
 - iii. Changes in location of work (working from home or another location).
- d. Employees must have completed at least 12 months of continuous service immediately before making the request.
- e. Employees are encouraged to initially discuss proposed working arrangements with their manager and, where possible, reach an agreement that balances both their needs.
- f. The Employee must submit a request in writing and set out details of the change sought and reasons for the change.
- g. The ILC must give the Employee a written response to the request as soon as possible, but within 14 working days, stating whether they approve or refuse the request. The ILC may refuse the request only on reasonable business grounds, but where possible, will provide other options which may meet the needs of both parties. If the ILC refuses the request, the written response must include the reasons for the refusal.

36. *Returning to work from Maternity/Adoption/Parental Leave*

- a. All employees returning from maternity/adoption/parental leave will have reasonable access to flexible working arrangements until the child reaches school age.
- b. Access to flexible working arrangements may include, but not be limited to, part time employment (in line with the part time work provisions of this Agreement), access to flextime and leave provisions and job sharing
- c. In making decisions about access to measures and entitlements, the employer will give priority to the importance of employees achieving work life balance. The employer will only refuse the request on reasonable business grounds.
- d. Employees returning to work from Maternity/Adoption/Parental Leave and applying for flexible working arrangements must be the primary carer.
- e. To be eligible an employee must have completed at least 12 months of continuous service. However, the GM may waive this requirement in exceptional circumstances.
- f. The ILC acknowledges and recognises the severe shortage of access to suitable accredited childcare services in some locations.

37. *Part time Employment*

- a. The General Manager may engage employees on a part time basis, having regard to operational efficiency.
- b. The General Manager and a full time employee may enter into part time employment (PTE) arrangement. A full time employee cannot be compelled to work part time.
- c. Part time work arrangements will be set out in a PTE agreement which will include the employee's hours of duty, the duration of the agreement and details of any specific arrangements that are necessary to facilitate the PTE.
- d. Remuneration and other entitlements for a part time employee, including leave, will be calculated on a pro-rata basis with 7.5 hours per day considered the full time equivalent. Entitlements based on reimbursement will be the same as for full time employees. At the end of the PTE agreement the employee can either return to full time work or apply for a further period of PTE.
- e. The terms of a PTE agreement can be varied at any time by agreement between the employee and the manager. This includes reversion or conversion to full time arrangements before the originally agreed date. The manager may review PTE arrangements at any time where operational requirements might significantly affect the practicability of the agreement or where requested by the employee. If reversion to full time hours is required due to operational requirements 4 weeks' notice will be provided. Any request for review by the employee will be considered within 4 weeks.
- f. Part time hours can be varied on a short term basis to facilitate access to training or other corporate opportunities.
- g. An employee who is part time should be genuinely considered for promotions and transfers on the basis of merit, subject to operational efficiency. In these circumstances, part time arrangements may need to be renegotiated in accordance Clause 37(b).

38. *Additional Part time Hours*

- a. Scope: Part time employees can be requested but not required to work hours in excess of their agreed hours. Additional hours worked up to 7.5 hours Monday to Friday excluding public holidays will be paid at ordinary rates. Any other hours worked will be recognised at overtime rates in accordance with the overtime provisions of this Agreement.
- b. If a part time employee so chooses, they can work Flextime or TOIL arrangements in accordance with those specified in this Agreement. Such arrangements need to be detailed in writing and based around the agreed pattern of hours.

39. *Management Initiated Part time Work*

- a. The parties to this Agreement will consult on any ILC proposals for Management initiated part time work.
- b. The ILC may initiate the introduction or extension of part time employment only if at least one of the following criteria applies:
 - i. there are shortages of employees in particular classifications and the employment market is such that the availability of part time work would be a necessary recruitment or retention device; or
 - ii. the work required to be undertaken is less than would justify all or some of the identified positions being full time.
- c. In introducing or extending part time work under this clause, the ILC will endeavour not to convert positions from full time to part time hours. No pressure will be exerted on full time employees to convert to part time employment or to transfer to another position to make way for part time employment.

40. *Home Based Work*

- a. Access: ILC recognises that there may be benefits for both the individual and ILC for employees to access home based work. Home based work may be used by agreement between the General Manager and an employee to permit the employee to perform a range of ordinary hours of duty at home.
- b. Management Responsibility: The ILC will meet the cost of supplying and maintaining equipment and materials necessary for the employee to work at home. The equipment supplied remains the property of the ILC.
- c. In establishing home based work arrangements appropriate security and health and safety requirements must be addressed.
- d. Flexibility: Approval for ad hoc home based work may be given for short periods. Arrangements are not to be approved if there are any significant occupational health and safety or security risks or if the cost to the ILC is likely to be anything but incidental.
- e. Notice of Termination: The General Manager may terminate an ad hoc arrangement at any time. The employee should be given as much notice as is practicable. Approval may be given to vary the arrangement rather than terminate it.

41. *Dependent Care*

- a. Commitment and Conditions: The General Manager agrees to reimburse reasonable expenses arising from additional caring arrangements made necessary where an employee can demonstrate that they:
 - i. are the sole or primary care giver at the time that the costs are incurred; and
 - ii. have reasonably incurred additional costs for the care of a dependent family member(s), provided that they incurred the costs as a consequence of being:
 - (1) required to travel away from their normal location; or
 - (2) directed to work outside of standard hours with less than one working days notice; or
 - (3) required to attend a conference or training away from the employee's normal location, or at times outside of the standard hours.
- b. Approval: Where it is likely that an employee will incur expenses in these circumstances, they must obtain the General Manager's agreement as to the form of evidence that will be acceptable to support their claim for reimbursement prior to incurring the expenses.

PART D: Leave Arrangements

42. Public Holidays

- a. Ongoing and non-ongoing employees (full and part time) are entitled to time off without loss of pay for all gazetted Public Holidays (including the additional public holiday within the Christmas/New Year period) as proclaimed in the relevant State or Territory on which day the employee would normally have worked.
- b. Part time employees will not be paid for the public holiday if they are not rostered to work on that day.
- c. Casual employees who are receiving a casual loading are not entitled to be paid for Public Holidays.
- d. Where the General Manager and a majority of employees agree, another day may be substituted for any public holiday.

43. Designated Holidays

- a. An employee will observe the following 11 holidays each year and will be paid salary as if that day were not a public holiday:
 - i. 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
 - ii. 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
 - iii. Good Friday and the following Saturday and Monday;
 - iv. 25 April (Anzac Day), or where another day is substituted by State or Territory governments, that day;
 - v. in each State and Territory, the day observed to celebrate the anniversary of the birthday of the Sovereign;
 - vi. the day variously called 'Eight Hour Day', 'Labour Day', 'Labour Day', or 'May Day' as proclaimed by State or Territory governments;
 - vii. 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
 - viii. 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December; and
 - ix. an additional day within the Christmas/New Year period according to the following table:

Christmas Day	Additional Day
Sunday	Wednesday 28 December
Monday	Wednesday 27 December
Tuesday	Thursday 27 December
Wednesday	Friday 27 December
Thursday	Monday 29 December
Friday	Tuesday 29 December
Saturday	Wednesday 29 December

44. Annual Leave

- a. Purpose: The purpose of annual leave is to provide ongoing and non-ongoing employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual and that leave planning is an integral part of work planning.
- b. Ongoing and non-ongoing employees will be entitled to 20 days paid annual leave accruing on a daily basis, to count as service, for each year of employment. Non-ongoing employees will receive a pro rata amount if their employment contract is less than 12 months.
- c. For ongoing and non-ongoing employees who are part time, the annual leave entitlement will be calculated on a pro-rata basis against the hours for which the employee is engaged to work.

45. Leave Loading

- a. Annual leave loading will continue to be incorporated into base rates of pay.

46. Cancellation of Leave or Recall to Duty While on Leave

- a. Reimbursement Provisions: An employee who has been recalled to duty or where their approved leave has been cancelled without reasonable notice, may be reimbursed the following expenses:
 - i. the cost of any non-refundable accommodation and travel deposits and advance fares paid or purchased for the employee and his or her dependants;
 - ii. non-refundable rent paid for accommodation not used; and
 - iii. the cost of transport of an employee from a locality other than his or her normal place of residence and the cost of transport to resume leave at a locality other than his or her normal place of residence.
- b. For any other employee recalled to duty from a locality other than his or her normal place of residence – he or she may be reimbursed the amount by which the cost of transport of the employee to the place of duty exceeds the cost of the employee returning to his or her normal place of residence had the employee not been recalled to duty from leave.
- c. If the General Manager has authorised the employee to use a motor vehicle owned or hired by the employee to return to duty or to resume the residue of any leave after a recall to duty, the employee is entitled to be paid a motor vehicle allowance or reimbursed reasonable costs where appropriate.
- d. An employee will only be recalled to duty in exceptional circumstances and by agreement.
- e. The employee will not be reimbursed expenses under this clause if:
 - i. the employee did not take reasonable steps, in the circumstances, to avoid the expenses; or
 - ii. the expenses are recoverable under an insurance policy or otherwise; or
 - iii. the expenses are travel expenses for which an allowance is paid to the employee.

47. *Managing Annual Leave*

- a. The ILC encourages employees to utilise their annual leave on a regular basis each year. An employee's annual leave credits must be less than two years credit at 1 October each year. A two year credit means the annual leave credit which an employee accrues over two years (300 hours/40 days for a full time employee).
- b. An employee will be directed to be on annual leave after this date for whatever period is necessary to reduce their unused annual leave credit to below the two year credit. In exceptional circumstances, the General Manager can approve deferral of the application of this provision from 1 October to a date not later than 31 March of the following year.
- c. The General Manager may direct an employee who is directed to be on leave under the clause above to be absent from duty.
- d. If an employee applies for leave which would enable them to reduce an annual leave credit which exceeds the two year credit, the manager must grant that leave. If the period of leave proposed by the employee is not convenient having regard to the operational requirements of the ILC, the manager may with the employee's consent, substitute a different period (between 1 April and 1 October) for the leave to be taken.

48. *Cashing Out Annual Leave*

- a. The employee may make a request in writing to the General Manager to cash out an entitlement to Annual Leave subject to the following conditions:
 - i. the employee must retain an entitlement to least four weeks paid annual leave;
 - ii. there is a separate agreement in writing on each occasion that leave is cashed out;
 - iii. the ILC must not exert undue influence or undue pressure on the employee to agree to cash out an amount of annual leave ; and
 - iv. the employee must be paid at least the full amount that would have been payable had the annual leave been taken.
- b. The General Manager may at his/her absolute discretion, refuse the request.

49. *Cultural or Religious Days of Significance*

- a. Where the General Manager and employee agree, a cultural or religious day of significance may be substituted for any holiday.

50. Christmas / New Year / Easter Shutdown

- a. The ILC will continue to utilise Christmas/New Year shutdown arrangements. The ILC will continue the practice of a paid shut down of the ILC between Christmas and New Year which includes the two working days during the period from 25 December to the first working day following 1 January.
- b. The paid shutdown days over this period will not be taken from an employee's annual leave entitlement.
- c. ILC workplaces will also be closed for business from 3:00pm on the last working day before the Christmas Day public holiday. Employees will be paid leave without deduction from leave credits for this period.
- d. ILC workplaces will be closed for business from 3.00pm on Easter Thursday and employees will be granted 2 hours paid leave without deduction from leave credits.
- e. Employees directed to attend for duty during the shutdown periods at Christmas and Easter will be eligible for time off in lieu on the basis of one hour off for every one hour worked.
- f. Casual employees who are receiving a casual loading will not be entitled to the paid leave and will be required to take this time off without pay.

51. Personal Leave

- a. The ILC recognises that the caring needs of employees can impact on their ability and capacity to perform work. The ILC is therefore committed to helping employees meet their caring needs. In keeping with that commitment, this Agreement contains measures and entitlements to achieve an appropriate work life balance.
- b. Ongoing employees on commencement will receive an entitlement of 18 personal leave days (135 hours). There will be another 18 days of personal leave credited on completion of each continuous 12 month period thereafter. Personal leave is cumulative.
- c. Half Pay: In exceptional circumstances the General Manager may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- d. Casual employees will not be entitled to any paid personal leave.
- e. Non-ongoing Employees will be entitled to access personal leave with the following conditions:
 - i. Non-ongoing employees will be credited with personal leave on a pro rata basis. For example, if a non-ongoing employee is engaged for 6 months they will be credited with 9 days personal leave. This is 50% of a full year credit for ongoing employees.
 - ii. Pro rata entitlement is consistent with the accrual of personal leave for ongoing employees.
 - iii. Where non-ongoing employees have the term of engagement extended, the credit of personal leave will be adjusted at the time of the extension to include a proportionate additional credit, aligned with the period of the extension.

- f. Part time employees will have their personal leave entitlement calculated on a pro-rata basis against the hours for which the employee is engaged to work.
- g. Impact of Leave Without Pay (LWOP): Where LWOP not to count as service has been granted in the accrual year, Personal leave accrual is to be deferred as follows:
 - i. where aggregated full day absences total 20 working days or less, the accrual is not affected;
 - ii. where aggregated full day absences total more than 20 working days, the accrual date will be deferred by the total number of days taken in the accrual period.
- h. Anticipated Leave: The General Manager may approve the anticipation of the next accruing personal leave credit where an employee, in his or her first ten years of service, has exhausted all available paid personal leave.
- i. Additional Personal Leave: The General Manager may, in exceptional circumstances, grants an employee, with long service (at least 10 years), an additional period of personal leave to cover periods of illness or injury. Such leave will only be granted where all personal leave with pay has been exhausted.
- j. Approval: The General Manager may approve personal leave in the following circumstances:
 - i. where the employee is ill or injured;
 - ii. to care for members of his or her family or person of significance in the employees personal or family relationship or household;
 - iii. where a medical practitioner reports that an employee has had contact with a person suffering from a notifiable infectious disease and is unable to attend for duty;
 - iv. to care for a child due to a student/teacher free day at school, or a lack of attendance for some other reason, of those who would normally care for the child;
 - v. to attend to a home based emergency or repair (not planned building or renovation work); or
 - vi. to provide security at home.
- k. Limits: The General Manager may grant up to two consecutive days personal leave with pay subject to available credits, without production of a medical certificate or other evidence. The limit of the number of 'up to two days' occasions, is only limited by available credits. Absences of 3 days or more on personal leave must be supported by suitable medical or other evidence.
- l. Evidence: Reasonable and legitimate requests for personal leave will be approved. However, the manager may refuse personal leave, or request satisfactory medical evidence or other evidence (e.g. personal declaration in the case of caring responsibilities) to support an application for personal leave, where there is cause to believe that the reasons for such absences, irrespective of the length of absence, are not reasonable or legitimate. Such requests will be made at the time the employee requests the leave and will be provided in writing. In order to facilitate this process the employee requesting leave must speak directly with their manager or next level manager.

- m. Valid Evidence: Certificates from registered medical practitioners, holistic medical service providers and other health practitioners will be accepted for the purpose of illness or injury. The service provider must be officially recognised by a registered health fund. Documentary evidence from service providers (other than health professionals) may be needed for other (non injury or illness) types of absences.
- n. Personal leave without pay may be granted for illness or injury where paid personal leave entitlements has been exhausted. Such leave will count as service for all purposes. In exceptional circumstances and at the employee's request, personal leave may be granted without pay while paid personal leave credits remain.
- o. Maximum Period: The maximum continuous period of personal leave which may be granted for absences due to illness or injury is seventy-eight weeks, of which no more than fifty-two weeks may be paid. Personal leave beyond seventy-eight weeks will be treated as if the employee has been granted additional personal leave without pay, subject to production of satisfactory medical evidence. This period of leave will not count as service for any purpose.
- p. Invalidity: Employees will not, without their consent, be retired on invalidity grounds before their personal leave credits have been exhausted.
- q. Retired on Invalidity: An employee who is retired from the ILC or Australian Public Service (APS) on the grounds of invalidity, and is subsequently employed by the ILC as a result of action taken under section 75 of the Superannuation Act 1976 or the Superannuation Act 1990, is entitled to be credited with personal leave equal to the balance of sick and special leave, or equivalent leave types, in credit at the time of retirement.
- r. Employer Initiated Health Assessment: Where an employee has been regularly absent on personal leave, or there are reasonable grounds to form a view that medical intervention will assist the employee in undertaking their duties or returning to work in a safe and timely manner, the ILC may direct the employee to undergo an independent health assessment, at the cost of the ILC.
- s. A health assessment will advise on an employee's health, the duties the employee can perform, and appropriate strategies for undertaking their duties or returning to work.
- t. At a reasonable time before an employee is to be examined by an independent medical advisor, the ILC will:
 - i. advise the employee of the time and place of the examination;
 - ii. advise the employee of the relevant provisions of the Privacy Act 1988;
 - iii. advise the employee of the employee's right to submit supporting material for consideration by the examining doctor; and
 - iv. provide the employee with copies of any documents submitted to the medical advisor.
- u. Worker's Compensation: Employees receiving worker's compensation for more than 45 weeks will accrue personal leave on the basis of hours actually worked in accordance with the Safety, Rehabilitation and Compensation Act 1988.
- v. Impact while on other leave: Personal leave will not be debited for public holidays which the employee would have observed.

- w. Employees who are medically unfit for one day or longer while on annual or long service leave and who produce satisfactory medical evidence may apply for personal leave. Annual and long service leave will be re-credited to the extent of the period of personal leave granted.
- x. Employees may choose to use Flextime / TOIL arrangements instead of accessing unused personal leave credits.
- y. An employee is unable to access personal leave while on paid maternity leave.
- z. No Cashing Out: Unused personal leave will not be paid out on separation.
- aa. Special Conditions: If an employee is injured in circumstances in which the employee's conduct is, in the General Manager's opinion, in the public interest and so meritorious that it should be given special consideration, the General Manager may grant the employee leave of absence. The leave may be granted for a period, and under any conditions, determined by the General Manager.

52. Bereavement Leave

- a. Scope: Leave for the bereavement of a person who is regarded as a 'significant other', will be granted under this provision. Significant other includes any person of significance in the employee's personal, family, cultural or kinship relationships.
- b. Entitlement: Bereavement leave is available for up to 3 days on each occasion and where the employee needs to travel to attend formalities and other related matters, up to an additional 2 days travel may be approved. There is no limit on the number of occasions that this type of leave may be approved however a manager may request documentary evidence of the formalities.
- c. Casual employees are not entitled to paid bereavement leave and additional travel days. Casual employees will be entitled to up to 3 days unpaid bereavement leave and up to 2 days unpaid travel time.

53. Compassionate Leave

- a. The ILC may approve up to 2 days paid Compassionate Leave per occasion for an employee to spend time with a member of their immediate family, household or significant other who has sustained a life-threatening illness or injury.
- b. For casual employees the leave will be up to 2 days unpaid.
- c. The ILC may request employees to provide certification from a medical practitioner that the illness or injury poses a serious threat to the person's life.

54. Unpaid Parental Leave

- a. Employees are eligible to unpaid parental leave if they have completed 12 months of continuous service.
- b. This also applies to casual employees who are employed on a regular and systematic basis for a sequence of periods over at least 12 months and had it not been for the birth or adoption of a child, they would have a reasonable expectation of continuing employment on a regular and systematic basis.
- c. Unpaid Parental leave must be associated with the birth or adoption of a child and is only available to the primary care giver.
- d. Unpaid Parental leave can commence at any time during the first 12 months following the birth or adoption of the child.
- e. An employee will be entitled to unpaid Parental Leave of up to 52 weeks in a continuous period, which does not count as service for any purpose (paid leave, such as annual leave, may be taken at the same time).
- f. The employee may request to extend the Parental Leave for up to another 52 weeks in a continuous period. The request must be in writing and made 4 weeks before the completion of the initial Parental Leave period. The extended unpaid Parental Leave will not count for service for any purpose.
- g. Each eligible member of an employee couple may take a separate period of up to 12 months of unpaid parental leave. However, if only one person is taking leave, or if one member of an employee couple wishes to take more than 12 months leave, the employee may request a further period of up to 12 months, from their employer.
- h. The ILC may refuse the request for extending the Parental Leave on reasonable business grounds. If the ILC refuses the request, reasons will be provided in writing and, where possible, other options will be provided to meet the needs of both parties.

55. Maternity / Adoption Leave

- a. Employees are covered by the provisions of the Maternity Leave (Commonwealth Employees) Act 1973.
- b. Pregnant employees who qualify for maternity leave will be entitled to access paid leave, up to a maximum of two days leave, during the pregnancy up to the commencement of maternity leave, for the purposes of ordinary pre-natal medical checks, without the loss of Personal leave credits or Flextime / TOIL (In approving such leave managers are to be mindful of, and respect, the privacy considerations of the employee).
- c. An ongoing or non-ongoing employee, who qualifies for maternity leave and has completed 12 months continuous service immediately prior to the expected birth date of the baby, is entitled to 16 weeks paid maternity leave. The 16 weeks will count as service.
- d. An ongoing or non-ongoing employee, who is the primary care giver and has completed 12 months continuous service immediately following the adoption of the child, is entitled to 16 weeks paid maternity leave. The 16 weeks will count as service.

- e. The leave can be taken at half pay for up to 32 weeks. The additional period of paid leave beyond the 16 weeks will not count as service for any purpose.
- f. Casual employees are not entitled to paid maternity leave.
- g. The maximum paid and unpaid maternity leave absence that may be granted is 104 weeks continuous for the primary care giver. Maternity leave cannot be extended for more than 104 weeks (i.e. public holidays and any form of leave will be included within the 104 weeks).
- h. Employees on Maternity Leave, either with or without pay, are eligible to apply for vacant positions with the ILC.

56. *Returning to Work from Maternity / Adoption / Parental Leave*

- a. All employees returning from Maternity/Adoption/Parental leave will have the right to request flexible working arrangements. For more information on access to flexible working arrangements refer to Part C of this Agreement.

57. *Supporting Partner Leave*

- a. Birth or Adoption: An ongoing or non-ongoing employee, who is not the primary care giver, is entitled to 2 weeks at full pay immediately following the birth or adoption of the child. The two weeks counts as service.
- b. Fostering: An ongoing or non-ongoing employee, who is the primary or non primary care giver, is entitled to 2 weeks paid leave immediately following the fostering of the child. The two weeks counts as service.
- c. Non-ongoing employees must have completed twelve month continuous service to be entitled to paid parental leave.
- d. The leave can be taken at half pay for 4 weeks. The additional period of paid leave beyond the 2 weeks will not count as service for any purpose.
- e. An employee will be entitled to unpaid parental leave, which does not count as service for any purpose.
- f. Casual employees are not entitled to paid Supporting Partner leave.

58. *Long Service Leave (LSL)*

- a. Legislation: The parties to this Agreement acknowledge that ILC employees are governed by the provisions of the Long Service Leave (Commonwealth Employees) Act 1976.
- b. Access and Limits: In accordance with the intent of the legislation, to provide long serving employees with a reasonable period of additional leave, the ILC will approve a minimum of 7 calendar days then 7 calendar days thereafter in a continuous period of long service leave (LSL) for all eligible employees. Eligible employees may access LSL to the maximum available credits.
- c. Approval: Employees should verify their entitlements before seeking approval.

59. *Purchased Leave*

- a. Scope: The General Manager may approve applications from employees to purchase from one to four weeks additional leave per year. Employees will have an amount deducted from their annual salary, which will be reflected in their fortnightly salary. The amount deducted will depend on the amount of leave purchased and the employee's salary.
- b. Conditions: The purchased leave scheme includes the following parameters:
 - i. the scheme will not affect entitlements for other forms of leave and with the exception of compensation, there will be no effect on any aspects of an employee's conditions of service;
 - ii. an election to purchase leave may be made at any time and will remain in force for one year unless exceptional circumstances occur;
 - iii. employees are to show when they propose to utilise their current annual leave, over the period the purchased leave is recovered;
 - iv. purchased leave should be utilized within the period it is being purchased;
 - v. the taking of purchased leave credits is subject to operational requirements. Relief arrangements for employees absent on purchased leave should be handled in the same way as for annual leave arrangements;
 - vi. purchased leave must be taken within the year it was purchased.
- c. Eligibility: All ongoing and non-ongoing (full time and part time) employees are eligible to apply for purchased leave. This includes employees who are currently on probation. Casual are not entitled to purchase leave.

60. *Defence Reserve Leave*

- a. Government Policy: In accordance with government policy, the ILC is committed to supporting the Australian Defence Force Reserve and will provide leave to ongoing employees who are members of the Defence Reserve to meet peacetime training and deployment requirements.
- b. Taking into account the particular requirements of the Defence Force Reserve, the ILC will provide the following:
 - i. four weeks (20 working days) leave on full pay each year for Reservists undertaking Defence service; and
 - ii. an additional two weeks (10 working days) paid leave to allow for a Reservist's attendance at recruit/initial employment training.
- c. Employees eligible for Defence Reserve Leave may accumulate the entitlements and take them over a two year period.
- d. Taking into account operational requirements, the General Manager may grant additional leave for Defence service, either paid or unpaid.
- e. Employees accessing Defence Reserve Leave will continue to have their salary paid as it would have been paid had leave not been taken. Employees will continue to access other components of their remuneration package during periods of Defence service.
- f. All Defence Reserve leave shall count as service for all purposes.
- g. The ILC will not require Defence Reservists to pay their tax-free Reserve salary to the ILC in any circumstances.

61. War Service Sick Leave

- a. Eligibility: Ongoing and non-ongoing employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition. Casual are not entitled to War Service Sick Leave.
- b. A war-caused condition means an injury or disease of an employee that has been determined under the Veteran's Entitlements Act 1986 to be war caused or defence caused.
- c. Entitlement: Employees are allotted a nine week special credit of war service sick leave on commencement of employment in the ILC. If an employee was eligible for war service sick leave during a previous period of ILC employment, on rejoining the ILC the special credit allotted will be any special credit that remained unused on the final day of the previous ILC employment.
- d. In addition to the special credit, eligible employees are allotted a three week credit (annual credit) of war service sick leave on commencement, and after each subsequent twelve months service until a maximum of nine weeks has accrued. If the employee was eligible for war service sick leave credits from a previous APS employer, on joining the ILC, any unused credits can be brought over subject to the maximum annual credit of nine weeks.
- e. Approval: Approval of war service sick leave will be subject to the provision of a medical certificate stating the medical condition and a statement from the Department of Veterans' Affairs on what conditions have been accepted as being war caused.
- f. Leave from the annual credits may not be granted until the special credit has expired.
- g. Where an employee's war service sick leave credits have expired, personal/ carers leave provisions will apply.
- h. Any leave without pay taken that does not count as service or unauthorised absence will defer the accrual of annual credits of war service sick leave.
- i. War service sick leave taken counts as service for all purposes.

62. Other Leave

- a. Scope: The General Manager may approve leave for purposes considered to be in the interests of the ILC having regard to the operational needs of the ILC and in accordance with approved guidelines. Leave under this provision may be granted with or without pay subject to any conditions that may apply, including whether any leave without pay counts as service.

63. *Leave for Aboriginal and Torres Strait Islander Employees*

- a. ILC recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities, cultural, kinship and community obligations. To allow employees to meet these obligations and participate in activities, Aboriginal and Torres Strait Islander employees (except casual employees) are entitled to participate in;
 - i. NAIDOC activities: One day paid leave per annum (non accumulative). The leave to be granted for 1 complete day or varying periods up to 1 full day
 - ii. Indigenous Organisation Experience. Up to two days paid leave per annum (non accumulative) to participate with an Indigenous organisation/group, provided there is no conflict of interest for the ILC, the employee or the Indigenous organisation.
 - iii. Cultural Leave: ILC employees may be granted up to three months cultural leave per annum (non accumulative) to fulfil these obligations. This leave is without pay and does not count for service for any purpose.

64. *Leave With Pay*

- a. Other leave with pay for ongoing and non-ongoing employees may be approved in, but not limited to, the following circumstances:
 - i. participation in major international sporting events;
 - ii. NAIDOC week activities: One day paid leave per annum (non accumulative). The leave to be granted for 1 complete day or varying periods up to 1 full day ;
 - iii. participation in Emergency Service activities such as involvement in bushfires, floods, cyclones, earthquakes, training, rest relief and ceremonial duties;
 - iv. Community Volunteering may be granted for employees, subject to operational requirements to apply their professional skills working with charitable and community organisations up to 2 days leave per annum (paid – non accumulative) when beneficial to both the employee and the employer;
 - v. short periods of leave within a working day; and
 - vi. Jury Service.

65. *Leave With Out Pay (LWOP)*

- a. Leave without pay may be granted in, but not limited to, the following circumstances:
 - i. days of cultural or religious significance for employees;
 - ii. accompanying a spouse on a posting;
 - iii. non-ILC employment in the interests of the ILC;
 - iv. for purposes where other types of paid leave have been exhausted;
 - v. Special Industrial Leave.
- b. Leave without pay may be granted by the ILC to an employee to hold a full time elected office or non elected office within an employee organisation. Leave without pay granted for this purpose does not count as service for any purpose or for calculating the qualifying period under the Long Service Leave (Commonwealth Employees) Act 1976.
- c. Leave without pay may be granted to an employee to undertake an honorary office in an employee organisation. Any period(s) of leave to a maximum of 2 months in an accrual year counts as service for all purposes.
- d. Effect of leave without pay not to count as service: Where leave without pay under this clause totals more than twenty working days in any accrual year, the entire period for the purposes of:
 - i. annual leave — will reduce the amount of working days to count as service;
 - ii. personal and long service leave — defers the accrual date by the total number of working days;
 - iii. maternity leave — as prescribed in the Maternity Leave Act 1973.

66. *Recognition of Prior Service*

- a. Existing employees will continue to have previous and prior service recognised in accordance with the guidelines that prevailed at the time of their engagement.
- b. Entitlements from APS Agencies: In recognition of the reciprocal arrangements for payment of accrued liabilities for annual and long service leave between APS agencies, new ongoing employees recruited directly from an APS agency or an agency employed under the Parliamentary Services Act 1999 will have the credits of annual leave, personal leave, and long service leave they accrued in their previous agency recognised by the ILC.
- c. Entitlements from non-APS Service: Ongoing employees engaged by the ILC who have prior service with other organisations that are recognised under the Long Service Leave (Commonwealth Employees) Act 1976 will have that service included in any calculation for long service leave purposes. No credits for annual or personal leave will be recognised.
- d. Breaks in Service: Recognition of accepted prior service for the purposes of calculating long service leave will be accepted provided that any break between APS agency employment is no longer than 12 months.
- e. An ongoing employee with prior APS service who does not come directly to the ILC from that agency will have only that part of their service which counts for long service leave purposes recognised by the ILC. Long service which has been paid out prior to commencing with the ILC will not be recognised.

PART E: Fair Remuneration

67. *Salaries and Classification*

- a. Commitment: ILC is committed to fairly rewarding employees, with salary rates appropriate to the value of work performed and their contribution to the ILC achieving its outcomes. The pay increases provided in this Agreement are in recognition of increased productivity within the ILC.
- b. This Agreement continues a broadbanded classification structure. Promotion will govern the operation into the next classification broadband.
- c. The broadbanded classification structure and the new salary rates are set out in Attachment A to this Agreement.
- d. The conditions of employment and the salary increases contained in this Agreement apply to:
 - i. New employees; and
 - ii. Employees governed by the 2008-2011 Collective Agreement.
- e. Salary rates will increase by:
 - i. 3% effective from date of operation or 3 October 2011, whichever is the later;
 - ii. 3% from 12 months of operation of this Agreement; and
 - iii. 3% from 24 months of operation of this Agreement.
- f. A one off lump sum allowance of \$300 upon commencement of this Agreement will be made to eligible employees. The allowance will not count for salary for any purpose. An eligible employee is an ongoing employee at the date of commencement of this Agreement or a non-ongoing or casual employee who has been continually employed for 6 months prior to, and at the date of, commencement of this Agreement.

68. *Broadbands*

- a. A broadband is either:
 - i. a single classification, with an internal barrier; or
 - ii. two or more classifications with special advancement arrangements.
- b. Operation of Broadbands: the operation of a broadband will be governed by promotion. The following principles apply:
 - i. An employee may advance between the classifications contained within a broadband by meeting the conditions required to pass the barrier(s) within the broadband;
 - ii. Employees may enter a broadband at any of the levels it contains, subject to normal promotion rules where applicable.

69. Salary Progression within a Broadband

- a. Performance Based: The ILC links employee performance and conduct to salary progression.
- b. Performance Evaluation Management Program (PEMP): Salary progression is subject to the employee's manager reporting that the employee participated in the PEMP and had satisfactory performance and adhered to the ILC Values and Code of Conduct during the salary progression year.
- c. To be eligible for consideration for salary progression an employee must participate in the PEMP.
- d. Common increment date: Salary progression through increments within a classification level will generally occur as a result of a positive assessment through the PEMP process that concludes on either the date of operation of this Agreement or 3 October whichever is the later each year. An available increment will be paid subject to the provisions outlined below:
 - i. the employee has performed duties at their substantive classification level for a continuous period of at least 6 months, as at 15 September each year; and
 - ii. the requirements for advancement under performance management have been met.
- e. Standards: To be eligible for salary progression an employee must be assessed as meeting the requirements of the relevant position, including satisfactory work performance and adherence to the ILC Values and Code of Conduct as assessed through the PEMP.
- f. An employee's salary cannot progress above the maximum salary for the employee's classification.
- g. Accelerated Increment Advancement: An employee's salary cannot be progressed by more than one increment except where accelerated advancement provisions have been put in place, or in exceptional circumstances with the approval of the General Manager. Where an employee is under consideration for accelerated advancement but there is a failure by the manager to complete the PEMP by the due date, the accelerated advancement cannot be paid until the PEMP has been completed by the manager, but will be backdated to either the date of operation of this Agreement or 3 October whichever is the later.
- h. Salary Barrier: An employee's salary cannot be progressed through the salary barrier unless any qualification or advancement barriers have been met and there is ongoing work at the level available.
- i. Assessments Deadline: Finalising the Performance Agreements, including the assessment, is a shared responsibility. In order to process any salary adjustments related to the PEMP, managers must complete their assessments and provide these to the HR Section by 15 September each assessment year.
- j. Implications and Delay: Where a manager fails to report on an employee's suitability or non-suitability for salary progression by 15 September, the employee's salary progression will be delayed until the assessment is finalised but will then be backdated to either the date of operation of this Agreement or 3 October whichever is the later. Where the delay is a direct result of unreasonable actions by the employee, the salary progression may not be backdated.

- k. **Manager Accountability:** Where a manager fails to complete an assessment within the timeframes, the matter will be taken into consideration as an integral part of their performance assessment.
- l. **Minimum Assessment Period:** In assessing whether an employee has met the requirements of the relevant position, a manager may take account of the time the employee has been in the workplace and/or at that level.
- m. **New Employees:** For new employees the minimum period of assessment is 6 months from the date of the signing of the PEMP agreement. New employees will have an increment paid where there is an agreement in place, that covers a period of at least 6 months ending on 15 September of the assessment year and they have received a rating of at least 'Achieving a Good Standard at Level'.
- n. **Promotees – Existing Employees:** Consistent with the provisions pertaining to new employees and Probation, salary advancement can only occur for a promotee where the employee has participated in the PEMP process in the promoted position and been assessed as at least 'Achieving a Good Standard at Level' for a period of at least 6 months (up to 15 September) in the assessment year. Unless this provision is met, these employees will not be able to progress to another salary point within the classification salary range until the end of the next performance management cycle.
- o. **Employees returning from LWOP/Maternity Leave:** An employee returning from LWOP will only receive salary advancement where the employee has been assessed as at least 'Achieving a Good Standard at Level' and had a PEMP in place for a period of at least 6 months (up to 15 September) in the assessment year. Employees not meeting these requirements will have their increment deferred until the end of the next performance management cycle.
- p. **Advancement not to occur:** Employees who either:
 - i. do not complete the requirements of the PEMP without reasonable cause by the due dates;
 - ii. do not meet the qualifying requirements of PEMP for the cycle;
 - iii. have not performed duties at their substantive classification level in the ILC for at least 6 months of the PEMP cycle; or
 - iv. are on temporary transfer on higher duties and have not been performing those duties for 12 months.
 will not move to the next salary point within that classification salary range.
- q. **Employees on higher duties** will receive their next increment on their acting role after 12 months in the role, and on receipt of a successful assessment from their manager that they are performing 'Achieving a Good Standard at Level' or above. Note: These employees will however receive any advancement due at their substantive level on either the date of operation of this Agreement or 3 October whichever is the later when assessed at their higher level as at least 'Achieving a Good Standard at Level'.
- r. **Deferred Increment:** An employee's salary progression may be deferred for up to 12 months where they have failed to meet the requirements of the relevant position. Salary progression may be paid when the manager reports that the employee has met the requirements of the position. Salary progression will then be paid from the first pay day following the report.
- s. **Appeal Mechanism:** An employee may appeal a salary progression decision through the Review of Decision Making clause.

- t. Where an employee's salary progression has not been paid or deferred, and that non-payment or deferral was found to be unreasonable, salary progression may be paid and backdated to the first pay day following the original report.

70. Work Level Standards

- a. ILC Work Level Standards will be available to all employees on the ILC Extranet and are designed to achieve the following:
 - i. provide a comprehensive set of standards for each classification level;
 - ii. reflect the ILC's unique operating environment;
 - iii. emphasise the need for employees in the ILC to demonstrate a knowledge and understanding of, and sensitivity to, Aboriginal and Torres Strait Islander cultures and protocols;
 - iv. form the basis for determining work value;
 - v. support ILC's classification structure;
 - vi. assist employees and managers in identifying development needs; and
 - vii. support the progression of employees.

71. Payment of Salaries

- a. Unless otherwise agreed between the General Manager and a majority of employees, employees will be paid fortnightly.
- b. The fortnightly rate of pay will be ascertained by applying the following formula:
$$\text{Fortnightly pay} = \text{Annual Salary} \times 12 / 313$$
- c. All employees of the ILC will be paid by electronic funds transfer to an Australian bank, building society or credit union account nominated by the employee. The ILC will provide all employees with access to a payslip verifying payments made by the ILC to the individual.
- d. Employees on continuous leave for greater than 4 weeks will be provided with payslips on a fortnightly basis unless the employee indicates these are not required.

72. Commencing Salaries

- a. An employee will be paid on commencement at the minimum salary rate for the classification level unless the General Manager authorises payment of a higher salary point within that classification having regard to the criteria.
- b. While members of a Selection Advisory Committee (SAC) may undertake some limited discussion about salary related matters with prospective employees, the offer of a commencing salary will be undertaken by HR following discussion with the General Manager.
- c. The criteria to be considered by the General Manager in determining whether an employee's commencing salary should be higher than the minimum of a salary range are as follows:
 - i. worth of experience against what is available in the workplace;
 - ii. length, nature, currency and relevance of experience;
 - iii. contribution to be made immediately;
 - iv. prior service at level; and
 - v. current remuneration.

73. Trainees

- a. Commitment: The ILC is committed to increasing the participation rate of Aboriginal persons and Torres Strait Islanders in the ILC and the ongoing development of Indigenous trainees.
- b. Trainees are not employees of the ILC and their conditions and entitlements are governed by the training provider. The ILC provides work place experience consistent with the requirements of the training program. The ILC may receive reimbursement for some costs from the training provider.
- c. In the event a Trainee is employed by the ILC, the rates of pay will be in accordance with the National Training Wage Award 2000 (as amended).

74. Cadets

- a. Commitment: The ILC is committed to increasing the participation rate of Aboriginal persons and Torres Strait Islanders in the ILC and their ongoing development. Consistent with this commitment and the ILC Indigenous Employment Strategy, the ILC will continue its program of employing Indigenous Cadets.
- b. Rates of Pay: A Cadet is a recognised training classification. A Cadet will be paid at a rate of pay consistent with the current ILC 1.1 level.
- c. Allowances: The ILC agrees to provide the Cadet with an allowance while undertaking full time study at undergraduate level at a tertiary institution. Allowances are paid in accordance with Indigenous Cadetship Support Program (ICSP) administered by the Department of Education, Employment and Workplace Relations (DEEWR).
- d. Other Conditions: Cadets are entitled to the following provisions described elsewhere in this Agreement:
 - i. Superannuation contributions to the PSS (Accumulation Plan) by the ILC (plus optional individual contributions);
 - ii. Medical assessment on commencement with the ILC;
 - iii. Ergonomic Assessment on commencement with ILC;
 - iv. Screen based eye (SBE) test and reimbursement of corrective lenses consistent with the ILC SBE procedures, on commencement with ILC;
 - v. Healthy Employee Scheme (HES) – must be engaged for more than 12 months and have completed 6 months service;
 - vi. Annual Leave accrued based on hours worked (that is on a pro-rata basis);
 - vii. Personal leave entitlements the same as an non-ongoing employee member, based on employment of 12 months or less;
 - viii. Bereavement Leave entitlement consistent with the provisions for ongoing employees but only available during agreed work placement; and
 - ix. Cultural Leave – as per the non-ongoing employees provisions and accruing on a pro rata basis.

- e. Apart from these conditions the Cadet is expected to progress with their study in a satisfactory way and where there are concerns about progress or attendance, the ILC may consider concluding the Cadetship arrangements earlier than originally planned.
- f. Work Placement Time: Usually work placement time will be a minimum of 12 weeks, taken during semester breaks, however this time (and any additional negotiated time) may be undertaken in other ways.
- g. The ILC encourages Cadets to apply for vacancies within the ILC at any time
- h. Due to the nature of the working arrangements, Cadets are not eligible to access Flextime/TOIL arrangements. They are required to work a standard day.
- i. Accessing Accrued Leave: While in principle the taking of accrued leave should not interfere with the planned work placement, access to annual leave should be agreed between the Cadet and their manager.

75. *Salary on Transfer (Reassignment of Duties to Same Level)*

- a. An employee transferring within the ILC will be paid their current substantive salary, but where the transferee has been selected from a merit selection process the General Manager may authorise payment at a higher salary point within the classification.

76. *Salary on Reduction (Reassignment of Duties to Lower Level)*

- a. Where an employee agrees, in writing, to temporarily perform work at a lower work classification level, the General Manager may determine in writing that the employee shall be paid at a salary rate applicable to the lower classification level.

77. *Salary on Promotion (Reassignment of Duties to Higher Level)*

- a. Where an employee is promoted, salary will be payable at the minimum of the salary range attached to the promotion classification. However, where the employee's substantive salary prior to promotion was equal to or exceeded the minimum salary of the promotion classification, salary will be payable at the next higher point within the salary range of the promotion classification.
- b. Where a promotee has gained salary advancement, including advancement for temporary performance, at the promotion classification or a higher classification, salary will be at the equivalent pay point in the promotion classification.

78. Salary Repayment

- a. Prior to the termination of employment, any monies owing to the ILC shall be repaid by deducting them from final monies or direct payment by the employee. To ensure that all matters are settled, payment of the necessary amount of final monies may be withheld by the ILC.
- b. Prepayment of salary for approved annual and long service leave in excess of 10 days will be available on request. The payment will be made on the next appropriate scheduled pay day.
- c. Payment on termination of employment will be made on the next scheduled pay day after separation unless a recovery is requested under this clause.

79. Flexible Remuneration Packaging (Salary Sacrificing)

- a. Access: Voluntary access to flexible remuneration packaging is available to all employees on a salary sacrifice basis. The cash component of the salary package will be paid fortnightly.
- b. Limitations: ILC will provide for pre-tax deductions to complying superannuation funds. The PSS (Defined Benefits) and CSS schemes are excluded, as their scheme rules do not allow pre-tax contributions.
- c. Any fringe benefits tax and administrative costs incurred as a result of remuneration packaging under these provisions will be met by the employee.
- d. Conditions: Financial advice in relation to issues arising from this provision is a pre-requisite to participation in the scheme and employees are responsible for obtaining the advice, providing evidence that the advice has been sought and meeting any associated cost.
- e. Where employees take up the option of flexible remuneration packaging on a salary sacrifice basis, the employee's salary for purposes of superannuation, redundancy and termination payments will be determined as if the salary sacrifice arrangement had not been entered into.
- f. Liability: The ILC will not accept responsibility for any liabilities arising (taxation or otherwise) from salary sacrifice arrangements.
- g. Documentation: All participants are required to sign a statement agreeing to the terms and conditions prior to participation. These arrangements will operate within any Government directive or Taxation legislation and requirements.

80. A supported Salary for Employees with a Disability

- a. Commitment: The ILC is committed to supporting employees, who because of the effects of a disability are eligible for a supported salary. The entitlements are set out in the Supported Wage System Handbook or amended government legislation.

81. *Superannuation*

- a. The ILC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- b. Where employer contributions are paid to an accumulation superannuation fund the employer contribution will be 15.4 percent of the fortnightly superannuation contribution salary.
- c. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 70).

82. *Higher Duties Allowance*

- a. **Commitment:** The ILC is committed to the prompt filling of substantive vacancies if there is an ongoing need for that job. Similarly it recognises the flexibility to assign employees to duties which may warrant the payment of a salary for a period of time at a higher level than the employees would receive in their usual job. There will therefore be periods of temporary higher performance for operational and development reasons.
- b. Where an ongoing or non-ongoing employee is temporarily assigned to duties at a higher work value level, HDA at a rate determined by the General Manager will be paid, provided that:
 - i. if the higher work level is classified in the SEE, the minimum qualifying period for payment of HDA is four weeks; and
 - ii. for all other higher work levels, the minimum qualifying period for payment of HDA is two weeks.
- c. Only in exceptional circumstances, at the discretion of the General Manager (or Delegate), will HDA be paid for shorter periods.
- d. In all cases managers may decide if a position is to be filled on a short term basis on HDA, taking into consideration all the relevant factors.
- e. **Project Work:** The General Manager may approve short-term performance of duties at a higher level when there is not a vacant position, for example, when an employee undertakes a full time project at a higher work value.
- f. Higher duties allowance will normally equal the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification. Where an employee advances more than one salary band and is only expected to perform partial duties, the General Manager may determine payment at a rate lower than the classification level of the vacant position.
- g. **Leave whilst on HDA:** If the employee is receiving higher duties allowance, and is granted paid leave or observes a public holiday, the allowance will continue to be paid during that absence. However, the allowance will not be paid beyond the date for which the allowance was granted, unless renewal or continuity of the allowance would otherwise occur.

- h. If the employee is required to temporarily work in a Senior Management (Senior Executive Employee – SEE) position not covered by this Agreement an allowance will be paid to bring the employee's salary up to the lowest salary point (salary component of the package) of the senior management salary range. An allowance based on a higher salary may be provided at the General Manager's discretion. Other benefits will be determined by the General Manager for the period of the temporary performance taking into account any relevant ILC policies.
- i. HDA – Pay Point: Where an employee is directed to temporarily perform the duties of a higher classified position, the employee will be paid the minimum salary point of the higher salary range appropriate to the higher classified position. Where however, an allowance increment has been attained at the higher classification due to previous periods of temporary performance, that higher rate will be the basis for the payment of higher duties allowance.
- j. HDA Increments: Where an employee has been in receipt of higher duties allowance for more than twelve months, the employee will continue to receive salary at the higher level subject to ongoing duties at the higher level and a satisfactory performance assessment being made in the first performance assessment cycle. The employee will also be entitled to salary progression in accordance with ILC policy relating to payment of HDA increments after 12 months. An employee on HDA for over 12 months will still retain an entitlement to a salary increment at their usual level (taking into consideration the performance at the higher level).
- k. Where an employee performs higher duties in broken periods, salary progression will be available when an employee has been paid for 12 months higher duties at a particular pay point (or higher) at a higher classification level in a 24 month period, subject to satisfactory performance.

83. *Reimbursement for Loss of Damage*

- a. The ILC provides no insurance for employee's personal effects. Where ILC employees are concerned about the loss of personal items, they should consider updating their private insurance.
- b. In exceptional circumstances of loss or damage, the General Manager may consider requests for assistance on a case by case basis.

PART F: Employment Conditions and Allowances

84. First Aid Allowance

- a. An employee may be appointed as a First Aid Officer (FAO) where the General Manager is satisfied that the employee possesses a recognised senior first aid certificate and ongoing ability commensurate with that qualification.
- b. An employee who has been appointed as a first aid officer will receive an allowance of \$17 per fortnight.
- c. First aid allowance payment is continued during:
 - i. Long Service Leave, paid Maternity Leave (including any period of half pay) or Annual Leave; and
 - ii. paid personal leave or other leave with pay for periods of up to one month.
- d. Where leave is without pay for 2 months or longer the allowance will be withdrawn. The allowance is also included as salary for payment in lieu of LSL and Annual Leave on termination.
- e. Where a FAO is absent for an extended period and another employee who is qualified in first aid undertakes the duties, the relieving person is paid first aid allowance.
- f. To provide flexibility and support to ILC employees when First Aid Officers take leave or are absent from the work place for other reasons, there will be two FAO at each ILC office or location.

85. Meal Allowance

- a. Rates and Conditions: Employees are entitled to an overtime meal allowance at the rate determined by Australian Public Service Commission (APSC) or its successors in addition to any recognition of overtime where:
 - i. they are required to work overtime after the end of ordinary duty for the day, to the completion of or beyond a meal allowance period, without a break for a meal;
 - ii. they are required perform duty after a break for a meal after the completion of their standard hours and they are not paid for that break;
 - iii. they are required to perform overtime prior to the commencement of their standard hours of duty for that day and they take a meal break which is not a paid meal break;
 - iv. they are required to perform duty on a Saturday, Sunday or public holiday, in addition to their ordinary weekly hours of duty, extending beyond a meal break and are not entitled to payment for that meal break.
- b. If APSC or its successors ceases to provide rates of meal allowance during the term of this Agreement, the ILC will consult with employees (and their representatives) about a suitable replacement source or methodology.

- c. A meal allowance period means the following periods:
 - i. 7.00 am to 9.00 am;
 - ii. 12 noon to 2.00 pm;
 - iii. 6.00 pm to 7.00 pm;
 - iv. midnight to 1.00 am.
- d. Overtime meal allowance shall not be payable if an employee is also receiving travel allowance for an overnight stay or is in receipt of part day travel allowance.

86. *Travel and Fares*

- a. The ILC is committed to ensuring that employees who are required to travel and perform duty away from their usual place of work are provided with entitlements to cover all reasonable expenses.

87. *Domestic Fares*

- a. Entitlement: Employees required to travel between centres in Australia for official purposes will be entitled to economy class air fares.
- b. Minimise Costs: The parties agree to continue to work together to minimise official travel costs by the redemption of frequent flyer points and the use of discount fares. The ILC Travel User Guide details a range of methods whereby discounts on travel expenditure can be obtained, and employees should refer to these guidelines prior to undertaking official travel.
- c. Employees must not benefit personally from the use of frequent flyer points accumulated from travel undertaken for official purposes.

88. *Overseas Air Travel*

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

89. *Travelling Allowance*

- a. Entitlement: Travelling allowance will be payable to an employee who travels on official business and is away from home overnight. This allowance is to meet the cost of accommodation, meals and any incidental expenses incurred by the employee.
- b. Rates: The rates of travelling allowance payable are in accordance with advice issued by APSC.
- c. Travelling allowance will be paid in advance, by way of electronic funds transfer to the employee's bank or financial institution account. The only exceptions will be those employees who for audit reasons cannot receive funds electronically.

- d. Limits: Where the General Manager is satisfied that the overall allowance is insufficient for, or in excess of expenses, an alternative amount equal to reasonable expenses may be paid. Where the employee is provided with either accommodation or meals by the employer, the employee will not be paid for those components of travelling allowance in respect of any accommodation or meals provided.
- e. Extended Absences: Employees who have resided in the one locality, away from home, for more than 21 days will be paid an allowance equal to the amount expended on accommodation, meals and incidentals, or an amount which the General Manager considers to be reasonable in the circumstances.
- f. Part Day Travel – Allowance: Employees who travel and have an absence from their usual place of work of 10 hours or greater, which does not incur an overnight stay, will be entitled to an allowance for out of pocket expenses. In these circumstances, a part-day travel allowance of \$40.00 will be paid through an employee's salary.
- g. Accommodation Allowance: Where employees are not able to identify accommodation options within the APSC allowance, a case needs to be made to their Section/Divisional Manager including 3 quotes (where possible) requesting an increase in the accommodation component of the travel allowance. Approval must be sought prior to travel.

90. Motor Vehicle Allowance

- a. Private Vehicle Limitations: The ILC generally uses hire vehicles for official travel. In particular circumstances an employee may be authorised to use a private vehicle for official purposes. An employee approved to use a private motor vehicle will be paid a rate of motor vehicle allowance per kilometre at the rate recommended by APSC as varied from time to time, and subject to the following:
 - i. the employee must provide a signed statutory declaration which states they are compliant with and responsible for all standard State and Commonwealth legal requirements for the vehicle and the driver;
 - ii. the employee has comprehensive insurance which permits the vehicle to be used for approved work purposes; and
 - iii. the employee will be paid the lesser of the motor vehicle allowance and the cost of using the most cost efficient public or commercial transport for the same distance. In instances where the ILC has requested an employee to use their private motor vehicle they will be paid motor vehicle allowance.
- b. Employees who use a private motor vehicle for the convenience of the ILC to:
 - i. transport person(s);
 - ii. tools or materials; and/or
 - iii. haul a caravan or trailer;
 - iv. will be entitled to an additional payment as recommended by APSC.

- c. **Liability:** The ILC does not provide or carry insurance on private vehicles used for official purposes and will not accept any responsibility for financial liability or loss which may be incurred by employees involved in an accident, or as a result of theft, while using a private motor vehicle for official purposes.
- d. Motor vehicle allowance includes components for comprehensive and third party insurance. Employees are expected to arrange adequate insurance cover on their vehicle, and only those vehicles with such cover will be approved for MVA purposes.
- e. **Recover Damages:** If in any case, the ILC is adjudged liable in court proceedings against it for damage arising out of an accident involving an employee using a private vehicle on official business, the ILC may claim against the employee to recover the damages awarded against it.
- f. Where an employee is authorized to use a private vehicle on official business, and incurs additional registration and/or insurance as a result of this use, the employee is entitled to be reimbursed the additional charges. If an employee takes out comprehensive insurance specifically because the vehicle is to be used for official business purposes, only the excess insurance costs due to the vehicle being used for business are reimbursed, not the total cost of the insurance.
- g. If APSC ceases to provide rates of MVA during the term of this Agreement, the ILC will consult with employees (and their representatives) about a suitable replacement source or methodology.

91. *Relocation Intra-city Transfers*

- a. Employees and their representatives, including employee organisations bound by this Agreement, will be consulted at the earliest practicable stage of any proposal to move employees to a new site in the same city. Consultation will include:
 - i. an explanation of, and opportunity to discuss, the business case for the move;
 - ii. discussion of alternative options if the proposed move is likely to cause significant inconvenience to those effected;
 - iii. hardship factors which will be considered in selecting employees to move if not all functions are moving;
 - iv. Discussion on the likely cost to employees and appropriate compensation.

92. *Relocation Inter-city Transfers*

- a. There will be no compulsory moves between cities. Moves between cities at the suggestion of the ILC and agreed to by the employee, or to take up a promotion, will attract full relocation entitlements.

93. *Working in Remote Offices*

- a. The ILC does not have remote offices nor does it expect to have any established during the term of this Agreement. However in the unlikely event of this occurring, the ILC will discuss with employees and their representatives, a range of allowances and entitlements consistent with other agencies that administer remote offices and any advice provided by APSC or its successors.

94. Relocation Assistance

- a. Relocation assistance is provided for existing ILC employees to move from one ILC office to another and to be reimbursed the associated costs. Where the ILC and the employee agree that it is in the interests of the ILC that relocation should occur, the ILC will support the employee through these provisions. Relocation assistance for new employees is subject to negotiation and approval on a case by case basis and is not a pre-condition of engagement with the ILC.
- b. For the purpose of Relocation Assistance:
 - i. "Dependant" means:
 - (1) a partner of the employee; or
 - (2) a child or parent of the employee, or of the partner of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent on the employee; or
 - (3) any other person who is, because of special circumstances, approved by the General Manager as a dependant of the employee.
 - ii. "Eligible Transferred Employee" means:
 - (1) an employee approved by the General Manager who permanently relocates from one locality to another, and who is transferred:
 - (a) in the interest of the ILC, or on promotion;
 - (b) having been identified as an excess employee;
 - (c) on account of illness which justifies the transfer; or
 - (d) as a result of disciplinary procedures.
 - (2) an employee temporarily transferred from one locality to another for a period not less than 13 weeks; or
 - (3) a person who is obliged to transfer from one locality to another as a result of their engagement with the ILC, and to whom reimbursement for the cost of conveyance and removal is approved.
 - iii. "Household Furniture and Effects" includes:
 - (1) normal household contents;
 - (2) outdoor items, such as play equipment, garden tools, portable barbecues and small garden sheds;
 - (3) pets kept by the employee or their dependants for the purpose of household enjoyment; and
 - (4) vehicles, boats and recreational equipment.
 - (5) but excludes:
 - (a) large outdoor structures, such as garages, carports, and entertaining areas; and
 - (b) livestock and plants.
 - iv. "Pre-transfer Locality" means the locality the eligible transferred employee resided at immediately prior to the notification of the transfer.

c. Subject to negotiation and approval by the General Manager:

- i. Existing Employees may receive some or all of the following Relocation Assistance Package components as outlined in the “Existing Employee” column.
- ii. New Employees may receive some or all of the Relocation Assistance Package components as outlined in the “New Employee” column.

Relocation Assistance	Existing Employees	New Employees
Relocation Leave	Up to 3 days is available to cover packing, travelling and unpacking. An application for leave should be completed for this purpose.	Not Applicable
Removal and Storage of Household Goods	Reasonable expenses paid as determined by the ILC to transport household goods by road or rail, including: <ul style="list-style-type: none"> • Wrapping, packing, transporting and unpacking; • Removalist transit and storage • Insurance for standard household items; • Up to 30 days temporary storage; • Relocation of up to 2 motor vehicles. 	Reasonable expenses paid as determined by the ILC to transport household goods by road or rail, including: <ul style="list-style-type: none"> • Wrapping, packing, transporting and unpacking; • Removalist transit and storage • Insurance for standard household items; • Up to 30 days temporary storage; • Relocation of up to 2 motor vehicles.
Relocating Domestic Pets	Where practical, domestic pets travel with the Employee and/or family. Where not practical, reimbursement on receipt of up to \$200 for relocating pets.	Where practical, domestic pets travel with the Employee and/or family. Where not practical, reimbursement on receipt of up to \$200 for relocating pets.
Travel Expenses	Reimbursement on receipt of expenses for travel for Employee and immediate family members. The appropriate method of travel and reimbursement will be mutually agreed between the ILC and Employee.	Reimbursement on receipt of expenses for travel for new Employee and immediate family members. The appropriate method of travel and reimbursement will be mutually agreed between the ILC and new Employee.
Meals and Accommodation during Transit (This will not include incidentals expenses)	Reimbursement on receipt of reasonable expenses for meals and accommodation during transit.	Reimbursement on receipt of reasonable expenses for meals and accommodation during transit.
Temporary Accommodation (This will not include meals or incidentals)	Maximum of 30 days temporary accommodation which can be used prior to the move to vacate the origin home and arrival at the destination.	Maximum of 30 days temporary accommodation which can be used prior to the move to vacate the origin home and arrival at the destination.
Reimbursement of Relocation Assistance Package expenses on Resignation	Employees who resign within 2 years of relocation, will be required to reimburse the following Relocation Assistance Package cost (no pro-rata): <ul style="list-style-type: none"> • 100% within 1st year; • 50% within 2nd year; • Nil after 2nd years. 	Employees who resign within 2 years of relocation, will be required to reimburse the following Relocation Assistance Package cost (no pro-rata): <ul style="list-style-type: none"> • 100% within 1st year; • 50% within 2nd year; • Nil after 2nd years.

- d. The Reimbursement for Sale and Purchase of Home: The extent to which an employee will be reimbursed costs associated with the sale and purchase of homes will be determined by the General Manager in accordance with advice received from the ILC Legal. Eligible transferred employees are entitled to be reimbursed reasonable legal, conveyance, break-lease and professional expenses associated with the sale and purchase of their homes as a consequence of their relocation. The reimbursement of these payments:
- i. are subject to time limits in accordance with the ILC's guidelines;
 - ii. are only payable in respect of one home in each locality;
 - iii. are only payable if the employee is an employee at the time of the sale or purchase.
 - iv. an employee must first have established an entitlement to, and been paid, sale allowance.
- e. Pre-location Visits: The General Manager may, where it is considered reasonable in the circumstances, approve the payment of costs associated with a visit by an employee and their dependants to the new locality prior to relocation.
- f. Other Employees: Where a non-ongoing employee, who has been continuously employed by the ILC for over 12 months, and whose costs of relocation on engagement were met by the ILC, ceases employment other than as a result of disciplinary action, performance and/or resignation, the General Manager may authorise a discretionary payment of reasonable relocation costs to the employee's residence prior to engagement. If the employee is moving to a location other than the residence prior to engagement, an amount up to the equivalent of relocation costs to the residence prior to engagement may be paid.
- g. Extension of Period: The General Manager may extend the temporary accommodation period, for an employee, if it is considered reasonable. Requests for extensions will not be approved where employees cannot demonstrate their efforts to secure suitable long-term accommodation.
- h. Advance of Bond Monies and Utility Connection Deposits: An employee upon written application and provision of the relevant documents may be paid in advance an allowance equal to the amount of bond money and any utility deposits paid in respect of rental accommodation in which the employee intends to live.
- i. An employee to whom an advance is paid must sign a declaration acknowledging payment of the advance, and agreeing that the advance will be recovered from the employee's net salary entitlement over a period up to 12 months or the duration of the Lease Agreement on which the payment of the advance is based, whichever is the shorter.

- j. Retirement of an Employee: Where an employee retires or is retired from the ILC the General Manager may, having regard to relevant circumstances, authorise the payment of expenses reasonably incurred by the employee and their dependants in respect of conveyance and removal of household furniture and effects from the locality in which the employee was performing duty immediately prior to retirement to:
 - i. the nearest capital city; or
 - ii. the locality where the employee had lived immediately prior to engagement; or
 - iii. another place as determined by the General Manager.
- k. Education Costs Allowance (ECA): Where approved by the General Manager, employees are entitled to receive an allowance up to a maximum of \$10,000 per annum (gross) to assist with costs incurred in boarding a child at a school or elsewhere as a consequence of the employee's relocation.

95. *Living Away from Home Allowance*

- a. This allowance applies to ongoing employees of less than 21 years of age whose weekly salary is less than the national minimum wage, and who are obliged to live away from home in board and lodging accommodation as a result of their engagement or transfer.
- b. The allowance is paid at a rate equal to the difference between the national minimum wage and the salary payable per week to the employee.
- c. All participants are required to sign a statement agreeing to the terms and conditions prior to participation. These arrangements will operate within any Government directive or Taxation legislation and requirements.
- d. Additional information about Living Away from Home Allowance is available from Human Resources.

PART G: Performance, Development, Recognition & Reward

96. Performance Evaluation Management Program

- a. Commitment: The ILC is committed to effective performance management. All employees will commit to applying their skills and knowledge and continually seeking new and better ways of achieving outcomes. Management commits to foster productivity and effectiveness through continuous improvement in an employee's performance.
- b. The ongoing development and utilisation of the Performance Evaluation Management Program (PEMP) is to be used in a collaborative approach between managers and employees.
- c. Performance Based Culture: The broad aim of the PEMP is to improve individual and organisational performance, through creating an organisational culture where high performance is encouraged, recognised and rewarded and underperformance is effectively managed. Improving performance at an organisational level will improve the ability of the ILC to achieve its outcomes.
- d. The PEMP aims to achieve this through:
 - i. aligning individual work plans to meet ILC's objectives;
 - ii. regular communication and feedback processes in the workplace; and
 - iii. encouraging and supporting learning and development.
- e. Principles: The PEMP will be characterised by the following principles:
 - i. linked to the ILC's vision and corporate objectives;
 - ii. linked to remuneration and will determine progression within salary ranges;
 - iii. common system to employees below the Senior Management level;
 - iv. based on annual assessment against three elements of performance:
 - (1) values and behaviours;
 - (2) achievement against agreed job goals; and
 - (3) learning and development;
 - v. involves a formal mid cycle review, multi source feedback, and upward feedback.
- f. The anticipated improvements to productivity and efficiency of the ILC and to individual employees through the effective management and ongoing implementation of the PEMP are significant and include:
 - i. increasing the understanding and commitment of employees in the achievement of corporate outcomes;
 - ii. improving communication between employees and managers;
 - iii. strategically focusing employee development and management;
 - iv. streamlining administration;
 - v. strengthening the responsibilities of managers in performance management;
 - vi. using simple, fair and consistent bases for recognising and rewarding performance; and
 - vii. appropriate management of underperformance.

- g. Employees may access the ILC's mechanisms for Review of Decisions Making clause for any grievances relating to the PEMP.
- h. Full details of the Performance and Evaluation Management Program (PEMP) are available to all employees on the ILC Intranet.

97. *Learning and Development*

- a. Commitment: To assist employees to carry out their work the ILC agrees to assist in career development and to implement learning and development strategies.
- b. The ILC recognises that the learning and development needs of employees may vary between individuals and groups. The ILC is committed to the effective capacity development of employees. Learning and development needs are identified through the PEMP process and employees can access opportunities through the Learning and Development Strategy.
- c. In reviewing, and revising as necessary, the Learning and Development Strategy the ILC acknowledges the need for commitment to the continued recruitment, development and retention of Indigenous employees. It is accepted that Indigenous employees may have specific workplace related issues or needs which will require ongoing priority attention. The ILC will be supported by the Indigenous Consultative Group to continue to develop and refine a recruitment, retention, training and development strategy to support specific issues.

98. *Access to Learning and Development*

- a. Eligibility: ILC employees (apart from those engaged on a casual basis), are eligible to participate in learning and development activities conducted in the ILC.
- b. Recognition: The ILC recognises and values the knowledge, experience and skills of its employees and in particular those at the top of the broadband and the contribution they make to the achievement of the objectives of the ILC.
- c. Commitment: The ILC actively supports employees by:
 - i. providing access to Learning and Development and Studies Assistance Schemes to support their career progression;
 - ii. providing opportunities to act at higher levels;
 - iii. actively supporting placement(s) across the organisation or other agencies; and
 - iv. engagement in decision making and mentoring of other employees.
- d. Method: Strategies to support career progression for all employees must be identified and supported through the PEMP process.
- e. Responsibility: It is the joint responsibility of managers and employees to ensure that learning and development strategies agreed in the PEMP are delivered.

99. *Reward and Recognition Scheme*

- a. Commitment: The ILC recognises high achievement by individual employees and teams. Section/Divisional Managers will consider rewarding high achievement with non cash recognition consistent with the Reward and Recognition Scheme guidelines.

100. *Studies Assistance*

- a. The ILC will consider, on application by an employee, approving the employee undertaking a course of study at an institution during a period approved by the ILC, having regard to the following:
 - i. the impact on the human and financial resources of the ILC;
 - ii. the effective work performance of the employee;
 - iii. the skill needs of the ILC;
 - iv. the career and personal development needs of the applicant;
 - v. the benefit to the ILC or the approved student in any other way; and
 - vi. the number of hours of study required in the case of an application for part time study.
- b. Assistance will also be considered for employees who wish to undertake post secondary studies or professional courses which are not covered by Learning and Development (L&D) that are considered relevant to the ILC and which provide direct or general benefits to the ILC.
- c. Where employees are approved for non-subject related assistance (for example, a thesis), due to the nature of the course of study, approval needs to be granted each year. Evidence of satisfactory progress will be a key factor when assessing further approval.
- d. Access to Leave: The ILC may grant leave of absence to the approved student to undertake a full time or part time course of study and to travel to and from study activities associated with a course of study.
- e. The period of leave of absence granted to an approved student to undertake a full time course of study will be without pay, but the ILC may direct that leave granted to an approved student will be with full pay or a proportion of full pay.
- f. The period of leave of absence granted to an approved student to undertake a part time course of study and associated travel may be with or without pay dependent upon the circumstances of each case.
- g. A period of leave of absence with pay or with a proportion of pay, granted to an approved student counts as service for all purposes.
- h. A period of leave of absence without pay granted to an approved student counts as service for all purposes other than for the accrual of annual leave. Personal leave credits for an approved student granted leave of absence without pay will be reduced by one and one quarter days for each completed period of 12 weeks that the student is on leave.

- i. Amount of Leave: The hours per week available to approved students for part time study are as follows:
 - i. Three hours per week for external/thesis students or part time students with no face to face requirements during working hours. This time is cumulative and can be taken subject to operational requirements in blocks of up to one week at a time;
 - ii. Five hours maximum per week for standard part time face to face study to attend approved study activities and up to three hours available for travel to and from study activities;
 - iii. Ten hours maximum per week for standard part time face to face study to attend approved study activities for Aboriginal people and Torres Strait Islanders and up to three hours available for travel to and from study activities.
- j. Part Time: An approved student who is a part time employee undertaking part time study may apply for and be granted pro rata leave of absence with pay, or leave without pay for a proportionately equivalent study load, in accordance with the relevant provisions for full time employees.
- k. An approved student will be entitled to leave of absence with pay to travel to and from, and to attend, compulsory examinations/assessments held during the approved student's ordinary hours of duty.
- l. Financial Assistance: The ILC may, on application by an approved student, grant financial assistance as follows:
 - i. for the costs of the subject fees, text books and deferred and up-front HELP debt (formerly known as HECS);
 - ii. for first or subsequent degrees, payment of an allowance up to \$1000 per subject per academic year, to a maximum of 4 subjects;
 - iii. for Indigenous employees for first or subsequent degrees, payment of an allowance up to \$1,200 per subject per academic year, to a maximum of 4 subjects;
 - iv. the scope of the expenditure is not limited, however student union fees, HELP Indexation (interest), taxi or parking expenses and computer and software are excluded;
 - v. the allowance will be paid through the ILC salary system and may be claimed on presentation of both proof of enrolment in the subject, as well as presentation of receipts (this means the allowance can be made at the beginning of the semester and is not subject to successful completion of the subject);
 - vi. where an employee fails a subject, they will not be required to repay the monies already paid by way of an allowance however, no further allowance will be payable for that subject;
 - vii. in all cases results of achievement must be provided to the HR section;
 - viii. where approved students are involved in 'non subject' related study, for example, a thesis, the allowance is limited to an equivalent amount capped at a maximum of \$3,400 pa. Reasonable travel (consistent with ILC Travelling Allowance) and other costs associated with required field work/research will be paid as an allowance through the ILC salary system, on presentation of receipts. For Indigenous employees the amount will be capped at a maximum of \$4,400 pa;
 - ix. Financial assistance for a part time employee will not be pro-rated.

- m. Competency Based Training (TAFE): Competency based training courses, such as those offered through TAFE, which result in the achievement of a certificate, Diploma or graduate Diploma are covered under Learning and Development.

101. *Revocation of Studies Assistance Approval*

- a. Where study assistance has been granted approval may be revoked where the General Manager is satisfied that during that period of study:
 - i. a subject in the course of study was not successfully completed; or
 - ii. the performance of the student's work area experienced significant adverse affects; and
 - iii. failure to successfully complete the subject or to balance work and study was not due to extenuating circumstances.
- b. The ILC will give the approved student written notice of the decision.

102. *Professional Membership*

- a. Commitment: In recognition of the benefit professional membership offers the individual and the ILC, a reimbursement of up to \$600 per annum for Professional Membership fees may be approved by the Section / Divisional Manager.

PART H: Supporting a Safe and Healthy Workplace

103. Occupational Health and Safety

- a. Commitment: The ILC is committed to providing employees with a safe and healthy workplace and system of work in an environment which is free from discrimination, harassment and bullying. The ILC will support the ongoing implementation of the Health and Safety Management Arrangements (HSMAs) and ensure the objectives are met and maintained.

104. Occupational Health and Safety Responsibilities

- a. Shared Responsibility: Occupational Health and Safety (OH&S) responsibilities are shared between the ILC, the General Manager, employees and their representatives.
- b. Further details surrounding Occupational Health and Safety responsibilities and arrangements are documented in the HSMAs 2011 – 2014 or its replacement.

105. Claims for Compensation for Ill or Injured Employees

- a. Under the Safety, Rehabilitation and Compensation Act 1988, the General Manager has ongoing responsibility to manage employee compensation claims and provide rehabilitation and return to work programs for ill or injured employees.

106. Eye Sight Testing

- a. All ongoing employees who use screen based equipment (SBE) can undertake an eyesight test on engagement. Non-ongoing and casual employees engaged for more than 6 months may undertake an eyesight test.
- b. Costs met by the ILC: The ILC will pay the costs of a test conducted by an approved optometrist. If the optometrist or a General Practitioner recommends an ophthalmologist referral before the use of SBE, the General Manager will pay any amount not reimbursed under Medicare and/or Private Health Fund arrangements. All employees are eligible for a free eye test once in every two-year period or more frequently if symptoms indicate a problem exists.
- c. Other Reasonable Costs: Any employee who has been prescribed spectacles for the use of SBE must wear them when using SBE. Where the optometrist prescribes spectacles for SBE users, the ILC will reimburse part of the cost of a standard set of frames and lenses. The ILC has determined to reimburse the difference between Medicare and/or a Private Health Fund up to \$300 (per occasion) for frames/lenses or contact lenses, including any associated fitting costs. Employees can obtain non-standard frames or lenses, provided the employee pays the difference.
- d. No Disadvantage: If a medical practitioner certifies that an employee should not use SBE, or that such use should be limited, that employee will not be disadvantaged in respect of salary and suitable options will be explored with the employee.

107. Vaccinations

- a. **Availability:** The ILC will make arrangements for the provision of influenza vaccinations for all employees. Other vaccinations, for example tetanus, hepatitis A, hepatitis B and Q Fever, will be available for those employees who are at risk of exposure to disease because they are required to travel into the field on ILC business. Other needs for vaccinations may emerge from time to time and the ILC will assess the impact on employees and approve those that may affect field employee in particular. The ILC will pay the costs of obtaining these vaccinations. Vaccinations are encouraged but are not compulsory.

108. Facilities for Breastfeeding Mothers, Insulin Dependent Diabetics & Family Rooms

- a. Wherever possible, the ILC will establish and maintain private facilities for breastfeeding mothers, insulin dependent diabetics and a family room.
- b. When planning new premises, the ILC will provide at least the same level of office facilities and will include a facility for breastfeeding, insulin dependent diabetics and a family room.
- c. When not in use for these designated purposes, the space can be used as a meeting room.

109. Healthy Employees Scheme (HES)

- a. **Commitment:** The ILC acknowledges that physical and mental well-being is a key factor in employees being able to fully perform their duties.
- b. **Individual HES:** Employees will be paid a one off allowance of \$600 through the ILC payroll system (taxed) per financial year effective from date of operation or 3 October 2011, whichever is the later. The payment is made in anticipation that the employee will utilise this allowance towards the cost of activities and personal equipment/items which contribute to improvement in an employee's health and well-being.
- c. **Eligibility:** Ongoing employees may access the Healthy Employees Scheme (HES) after successfully completing the 6 month probationary period. If confirmation of appointment is received after the nominal payment date, the allowance will be paid in the next available pay period.

If an ongoing employee returns from LWOP after the nominal payment date, the allowance will be paid in the next available pay period.

Non-ongoing employees must be engaged for a period of more than 12 months to be eligible for the HES and have successfully completed the 6 month probationary period. If 12 month's employment occurs after the nominal payment date, the allowance will be paid in the next available pay period.

Casual employees are not eligible for the HES.

- d. **Team HES:** The ILC will provide the team with up to \$600 (GST inclusive) reimbursement per financial year. The team should represent the ILC and members should comprise a majority of ILC employees.

110. Remote Area Skills and Resources

- a. Responsibility: ILC employees who travel in remote areas will abide by safe working practices detailed in the respective ILC Policy and Guidelines written to protect employee's health and welfare and minimise the risk of injury. Employees will be offered specific training in these areas of risk from time to time.
- b. Safety Equipment: The ILC will ensure that employees working in remote and isolated areas are appropriately equipped to undertake this work safely.

111. Employee Assistance Program (EAP)

- a. Commitment: The ILC will continue to provide access to an external professional employee assistance provider for employees and their families. The assistance will provide ongoing and non-ongoing employees with access to a confidential, professional, external counselling service to help them resolve both personal and work related problems. On commencement employees will be advised of the availability of the service.
- b. There will be no initial cost to employees who contact the counselling service. Up to six counselling sessions will be provided at no charge to the employee. This number can be increased at the discretion of the ILC if recommended by the counselling service and requested by the employee.
- c. If the counselling service refers the employee to another service or agrees to provide services in addition to those under contract to the ILC then the employee will be responsible for any costs which may arise.
- d. If the employee and their manager agree, the provider may also be used to assist in providing advice and mediation in resolving workplace issues. The cost for such a service will be borne by the ILC.
- e. Manager Assist Service: Managers may access the "Manager Assist" service provided by the current EAP supplier, on the same basis as above.
- f. Absence on Duty: Employees may access this service during working hours if they so desire but will need to inform their manager that they are planning a work place absence, to visit the service. No explanation other than this will be necessary.

PART I: A Commitment to an Equitable Workplace

112. *Consideration of Available Options*

- a. In assigning duties in the ILC, the General Manager will consider all employment options available in meeting ongoing, non-ongoing and casual employment requirements. Where ongoing employees cannot perform the duties or the use of ongoing employees is not appropriate, the General Manager may engage non-ongoing and/or casual employees.
- b. In employing non-ongoing and/or casual employees, the General Manager will have regard to the suitability and availability of ongoing employees, special requirements of the duties, the period of the assignment, and the career and personal needs of ongoing employees.

113. *Engagement of Employees*

- a. The General Manager may, on behalf of the ILC, engage such employees as are necessary for the performance of the ILC's functions under the Act.
- b. Commitment: The General Manager in engaging employees shall have regard to the direction in the Act that the ILC in the performance of its functions give priority to "maximising the employment of Aboriginal persons and Torres Strait Islanders".
- c. The General Manager, may engage an employee on the terms and conditions set out in this Agreement:
 - i. on a ongoing basis; or
 - ii. non-ongoing; or
 - iii. as a casual employee.
- d. Priority for Ongoing employees: The parties recognise that the security of ongoing employment is an important factor in building a culture that places emphasis on the health and wellbeing of all employees and that having a high proportion of ongoing employees is essential to the achievement of a quality work environment.
- e. The basis of employment can be full time or part time.

114. *Non-Ongoing Employment*

- a. Flexibility: The parties to this Agreement recognise that the dynamic and developing nature of the legislative framework in which the ILC operates means that there are external factors that affect the workload of the ILC from time to time. Therefore, it is not always easy to ascertain the ILC's optimum ongoing employee profile at any particular time. As a result, a certain amount of flexibility with respect to the engagement of non-ongoing employees is required.
- b. A non-ongoing employee under this Agreement will be employed on a fixed term basis and will receive all the terms and conditions of employment as specified for an employee unless this Agreement or the applicable guidelines provides otherwise.

- c. Employment Conditions: Non-ongoing employees are entitled to access a variety of provisions described elsewhere in this Agreement, including the following:
 - i. Vaccinations – refer Clause 107 (a);
 - ii. Eyesight testing and the provision of corrective lenses if required – after 6 months continuous service;
 - iii. Personal leave – pro rata;
 - iv. Annual leave – (accrues on the same basis as ongoing employees);
 - v. Studies Assistance – after 12 months continuous service;
 - vi. Professional Membership – after 12 months continuous service;

115. *Temporary Assignment of Duties*

- a. Eligibility: Non-ongoing employees may be selected to temporarily perform duties of a higher work level (commonly referred to as 'Higher Duties') where there are no suitable on-going employees available to perform those duties.
- b. If the period during which the higher duties are to be performed falls within the period of their current contract of engagement and the higher duties are directly related to the duties for which they are currently engaged, no new contract is required.
- c. If the period during which the higher duties are to be performed extends beyond the period for which they are currently engaged and the higher duties are directly related to the duties for which they are currently engaged, then the General Manager may extend their current contract of employment.
- d. Need for a New Contract: If the duties to be performed are significantly different from the duties to be performed under their current contract of engagement, a new contract of engagement will be negotiated. The current contract will then be terminated and annual leave entitlements will be paid in accordance with the terms and conditions of the contract.

116. *Fixed Term*

- a. Limitations: Fixed term employment is only to be used for assignments of a defined duration or to meet specific projects of the ILC.
 - i. A person may be engaged for a specified term for any the following reasons:
 - ii. if there is a temporary increase in workload;
 - iii. if there is a temporary demand for specific skills;
 - iv. to temporarily replace an ongoing employee;
 - v. pending engagement of another ongoing employee;
 - vi. the person prefers to be engaged for a specified term; or
 - vii. to retain specialised skills and abilities of employees – post retirement.

- b. A specified term of non-ongoing employment:
 - i. is limited to six months if a selection is to be undertaken to engage an ongoing employee;
 - ii. requires a merit test if the period of engagement is to be for 6 months or more; and
 - iii. may be extended to a maximum term of three years but only if the ILC cannot meet its objectives by using the services of an ongoing employee or creating an ongoing position to be filled through standard ILC recruitment and selection practices.

117. Specified Task

- a. A person may be engaged for the duration of a specified task if:
 - i. the duration of the task can be reasonably estimated;
 - ii. the person is unlikely to be required at the completion of that task; and
 - iii. ongoing employees have been considered.
- b. No specific time limits apply provided the duration of the task can be reasonably estimated at the time of engagement and it is considered that the services of the person will not be required after the completion of the task.
- c. If the duration of the engagement is for 6 months or more, a merit test is required.
- d. The vacancy can be filled from an existing order of merit if the vacancy has been advertised within the last 12 months.

118. Casual Employment

- a. A person may be engaged on an irregular or intermittent (Casual) basis if:
 - i. it is a one-off short term task (no greater than a continuous period of 12 months) or a set of duties that does not fit within the specified term or specified task category; or
 - ii. there are circumstances where duties need to be performed on an intermittent basis but there is no regular pattern of work.
- b. Employees covered by this clause are engaged on the basis that they will receive payment for the hours that they work. The hours to be worked will be no greater than the hours the ILC requires them to be at work.
- c. The following provisions of this Agreement do not apply to employees covered by this clause:
 - i. hours and pattern of work;
 - ii. regular part time employment;
 - iii. leave;
 - iv. HES;
 - v. Professional Membership
 - vi. salary packaging;
 - vii. learning and development;
 - viii. financial assistance for study, and
 - ix. redeployment and redundancy.

- d. Any periods during which an employee remains engaged by the ILC in accordance with this section, but is not actually paid by the ILC, will not count as service for any purpose.
- e. The hourly rate of pay for an employee will be the same as for a full time employee paid at the minimum rate of the classification level unless a higher rate is authorised by the General Manager where the experience, qualifications and skills of the employee warrant payment at a higher pay point.
- f. A casual loading of 20% of the hourly rate is payable in addition to the normal hourly rate. This loading is in lieu of payment for public holidays and all forms of leave.
- g. A casual paid on an hourly rate may be asked to work at any time within the bandwidth (7:00am to 7:00pm Monday to Friday) and up to a maximum of 37.5 hours per week.
- h. Casual shall be paid a minimum of 3 hours pay for each engagement.
- i. A casual may accrue 'service' for the purposes of long service leave calculations. Any periods during which an employee remains engaged by the ILC in accordance with this section, but is not actually paid by the ILC, will not count as service for any purpose.

119. *Use of Consultants*

- a. External consultants will be used where the expertise for such work does not exist within the ILC. If a need for a particular skill or expertise is ongoing or the full time equivalent arises, consideration will be given to creating either an ongoing or fixed term position under the terms of this Agreement for that work. If such a position were created, it would be filled through the standard ILC Employment process.
- b. The ILC will include, where appropriate, measures in its learning and development scheme to address skill shortages that may have otherwise been met through the use of external consultants.

120. *Mature Age Workers*

- a. The ILC recognises that with the continued aging of the Australian workforce, management and work practices should optimise the contributions of mature aged employees and encourage those who are making a valuable contribution to stay longer in the workforce.
- b. In keeping with ILC's commitment to work/life balance, flexible working arrangements such as part time work and other provisions in this Agreement can be accessed by mature aged workers.
- c. Employees are encouraged to explore these flexibilities as a means of extending their working lives.
- d. Subject to operational requirements, the ILC will consider flexible working arrangements to retain mature aged employees.
- e. Retirement advice: To assist with retirement planning, employee aged 54 years and over who are approaching or genuinely considering retirement, may access financial assistance in the form of a one off reimbursement payment up to a total maximum of \$600 (inclusive of GST) to obtain financial advice from a registered financial advisor.

121. *Right of Return for Election Candidates*

- a. An employee who resigns to contest an election, may, if unsuccessful, apply to the General Manager to return to the ILC only if;
 - i. the person resigned as an ILC employee in order to contest an election;
 - ii. the resignation took effect not earlier than 6 months before the closing date for nominations;
 - iii. the person was a candidate in the election but failed to be elected.
- b. Requirements and conditions: An application to be re-engaged must be made as follows:
 - i. for a person who contested an election the result of which is not disputed 2 months after the declaration of the result of the election;
 - ii. for a person who contested an election the result of which is disputed:
 - (1) if the election was an election for a member of the Torres Strait Regional Authority, established under section 142 of the Aboriginal and Torres Strait Islander Act 2005 - 2 months after the Federal court of Australia makes a final decision on the petition disputing the result, or the petition is withdrawn; or
 - (2) in any other case – 2 months after a court of disputed returns decides the petition disputing the result, or the petition is withdrawn or lapses.
- c. Impact on 'Service': 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:
 - i. accrual of personal leave, annual leave and long service leave; and
 - ii. salary increments.

122. *Employee Notice of Resignation*

- a. Written Notice: An ongoing employee can terminate their employment by giving the General Manager at least two weeks' written notice, and where possible, up to 4 weeks unless the General Manager agrees to a shorter period.
- b. Non-ongoing employees: This category of employee should terminate their employment with the ILC in accordance with their contractual arrangements. If this is omitted for any reason, they should comply with the same provisions as ongoing employees.

123. Probationary Employment

- a. Probationary Employment Period for ongoing and non-ongoing employees shall be 6 months. If a non-ongoing employee is employed for less than 6 months, the entire period of employment will be considered as the Probation Employment Period. If a person is re-employed as ongoing or non-ongoing, they may be subject to another probationary period.
- b. Casual employees are not subject to probation, as there is no expectation of ongoing employment and their employment can be terminated without a Notice Period.
- c. During the probationary period, either Party may terminate the employment by giving at least 2 weeks' Notice Period in writing or the ILC may make a payment in lieu of Notice Period.
- d. Notice will be provided to the Employee at or prior to the expiry of the Probationary Employment Period if employment is not to continue.
- e. Assessment and Feedback on Performance: In assessing an employee on probation the ILC will take into account the results of the work performance in the position for which the employee was engaged, the results of health and police checks and compliance with the ILC Values and Code of Conduct. It is the responsibility of the ILC to provide monthly feedback on the expectations and the performance of a probationary employee, and will provide reasonable support and training to assist the employee in meeting those expectations.
- f. An employee on probation has the right to be represented by a person or organisation of their choosing in any processes relating to assessment or the consequences of assessment.

124. Termination of Employment

- a. Consistency: The parties acknowledge that the ILC is a non-APS Australian Government Authority and as such is not subject to the Public Service Act 1999. However, in order to maintain consistency and to ensure clarity of the issues surrounding the termination of employment provisions, the following information is included in this Agreement. Specific provisions concerning particular types of termination are covered elsewhere in this Agreement.
- b. Compliance: The parties further acknowledge and agree that the ILC will comply with all relevant provisions in the FWA related to termination of employment and avenues of appeal. In the event that the FWA is amended so that these provisions are no longer applicable to ILC employees, the ILC will consult with employees and their representatives about a suitable alternative procedure.
- c. Notice in Writing: The General Manager may, by notice in writing, terminate the employment of an ongoing, non-ongoing or casual ILC employee in the organisation. Note: The FWA has rules and entitlements that apply to termination of employment.
- d. For an ongoing or non-going ILC employee, the notice must specify the ground or grounds that are relied on for the termination.

- e. Grounds for Termination: For an ongoing, non-ongoing or casual ILC employee, the following are the only grounds for termination:
 - i. the employee is excess to the requirements of the ILC;
 - ii. the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - iii. non-performance, or unsatisfactory performance, of duties;
 - iv. inability to perform duties because of physical or mental incapacity;
 - v. failure to satisfactorily complete any entry-level training course;
 - vi. failure to meet an ILC condition of employment imposed as follows:
 - (1) probation;
 - (2) any formal qualifications stated as a requirement of the position that are unable to be verified;
 - (3) failure to secure security, police and character clearances;
 - (4) failure to secure health clearances;
 - vii. breach of the ILC Values and Code of Conduct;
 - viii. any act of dishonesty or fraud;
 - ix. any act or omission that brings the ILC into disrepute;
 - x. any serious act of negligence;
 - xi. any criminal act.

125. Incapacity

- a. Scope: If an employee appears to the General Manager to be inefficient or incompetent or unfit to discharge or incapable of discharging their duties efficiently, the General Manager will inform the employee in writing and where requested, their representative. The General Manager may, after considering reports from the employee's manager, and after investigation into the circumstances, terminate, by retirement or otherwise, the services of the employee, from a date to be specified by the General Manager, or may transfer the employee to duties at the same or a lower level with salary appropriate to such other level.
- b. Definition: For the purposes of this clause, an employee is inefficient if they fail, in the performance of the duties they are required to perform, to attain or sustain a standard of efficiency that a person may reasonably be expected to attain or sustain in the performance of those duties after all reasonable steps have been taken to assist them in reaching the required level of performance and all other performance management programs have been exhausted.
- c. Natural Justice: The General Manager shall, prior to taking any action to terminate or transfer an employee as provided for in this clause, give the employee the opportunity to provide a statement in relation to the alleged inefficiency or incompetence.
- d. Nothing in this clause is intended to prevent an employee from accessing other review mechanisms in this Agreement.

126. *Termination of Employment - Review Mechanism*

- a. An employee will have the right to bring an action under the FWA in respect of any termination of employment under this Agreement. This will be the sole right of review in respect of such actions. In the event that the FWA is amended and these provisions are no longer applicable to ILC employees, the ILC will consult with employees and their representatives about a suitable alternative procedure.

PART J: Redeployment and Redundancy

127. *Redeployment and Redundancy Provisions*

- a. The ILC is committed to taking all reasonable and practical steps to avoid the use of compulsory redundancy or redeployment. Where the employment of an ongoing employee whose appointment has been confirmed, is terminated for genuine operational reasons or for reasons inclusive of genuine operational reasons, the employee will be entitled to the redundancy provisions of this Agreement.
- b. Where there is no suitable work available/remaining for non-ongoing employees prior to the expiration of the fixed term arrangement, they will be paid the balance of their contract period on termination of their employment or in accordance with their employment offer.
- c. Casuals will not be entitled to the redundancy provisions in this Agreement.

128. *Excess Employees*

- a. For the purposes of this Agreement, an ongoing employee may be declared excess if the ILC considers that:
 - i. 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 the ILC;
 - ii. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the ILC or changes in the nature, extent or organisation of the functions of the ILC; or
 - iii. their duties are to be performed at a different locality and the employee is not willing or able to transfer to the different locality.

129. *Advice and Consultation*

- a. When the ILC is aware that an ongoing employee is likely to become excess, the ILC will at the earliest practicable time advise the employee and the appropriate employee organisation or other employee representative of the situation.
- b. Discussions with a potentially excess employee and the employee organisation / representative will be held to consider:
 - i. the method for identifying the employee as potentially excess;
 - ii. whether the employee wishes to seek redeployment, and any redeployment avenues available to the employee concerned;
 - iii. whether voluntary redundancy might be appropriate and whether the employee wants to be offered voluntary redundancy; and
 - iv. the minimum time frame for these discussions, unless the employee agrees otherwise, will be 8 weeks.
- c. The ILC will not advise an employee that the employee is excess until the discussions referred to in the above clause have occurred.

130. *Voluntary Redundancy Key Steps*

- a. The ILC may, prior to the conclusion of these discussions, invite other employees who are not potentially excess to express an interest in voluntary redundancy, where this would permit the redeployment of employees who are potentially excess.
- b. Employees who are advised that they are excess may opt for either:
 - i. an immediate offer of voluntary redundancy; or
 - ii. an opportunity to pursue redeployment followed by an offer of voluntary redundancy if they are not redeployed.
- c. An employee will only be made one such offer of voluntary redundancy.
- d. An employee who opts to pursue redeployment will have an 8 week period from the date of notification that they are excess to pursue redeployment with assistance of a redeployment agent and/or the person nominated by the General Manager.
- e. An employee who has been notified that they are excess and has been offered a voluntary redundancy, in any circumstance, will have a 4 weeks Consideration Period to consider the offer. Unless the employee agrees, notice of termination will not occur before the 4 week period has passed.
- f. In the period prior to, or following, the offer of voluntary redundancy, an employee must be given information on the:
 - i. amount of:
 - (1) redundancy pay;
 - (2) pay in lieu of Period of Notice; and
 - (3) paid up leave credits;
 - ii. amount of accumulated superannuation contributions;
 - iii. options open to the employee concerning superannuation;
 - iv. taxation rules applying to the various payments.
- g. The 4 week Consideration Period can be reduced by agreement between the General Manager and the employee where the employee advises that they have been provided with the voluntary redundancy advice.

131. *Period of Notice*

- a. Where the excess employee agrees to voluntary redundancy, the General Manager may terminate the employee's employment after giving the required period of notice. The period of notice is four weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).
- b. Where an employee's employment is terminated either before or within the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

132. *Career Transition and Financial Support*

- a. Where an ILC employee has accepted a voluntary redundancy, the ILC will assist the employee:
 - i. to find other employment by providing professional career counselling, resume and job-seeking services through an ILC appointed accredited external provider;
 - ii. with reasonable time off with full pay to attend necessary employment interviews, from the date the where the employee has been made excess;
 - iii. with reimbursement of expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred upon production of invoices; and
 - iv. with reimbursement of expenses for consultations with a qualified financial adviser of the employee's choice up to a maximum of \$600 upon production of invoices.
- b. For those employees who have not elected to accept a voluntary redundancy and are serving a retention period, the ILC will assist the employee:
 - i. to find other employment by providing professional career counselling, resume and job-seeking services through an ILC appointed accredited external provider;
 - ii. with facilitating funded trial placements in other organisations (within the State) where vacancies or potential vacancies exist;
 - iii. with professional development programs that may assist the employee find suitable other employment. This may include, but is not limited to, assistance with tertiary study tuition fees;
 - iv. with reasonable time off with full pay to attend necessary employment interviews, from the date the where the employee has been made excess;
 - v. with reimbursement of expenses to attend interviews where expenses are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred upon production of invoices; and
 - vi. reimbursement of expenses for consultation with a qualified financial adviser of the employee's choice up to a maximum of \$600 upon production of invoices.

133. Redundancy Benefit

- a. An employee retired under either the voluntary or involuntary provisions of this clause is entitled to be paid a sum equal to two weeks salary for each completed year of service, that, plus a pro rata payment for completed months of service since the last completed year of service. The minimum sum payable will be eight weeks salary (including any payment in lieu of notice which is four weeks) and the maximum will be 48 weeks' salary.
- b. 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.
- c. Service for redundancy pay purposes means:
 - i. service in the ILC;
 - ii. government service as defined in section 10 of the Long Service Leave Act 1976;
 - iii. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - iv. service with the Australian Defence Forces;
 - v. ILC service immediately preceding deemed resignation under the repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for redundancy pay purposes; or
 - vi. service in another organisation where an employee was transferred from the ILC 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 the ILC, and such service is recognised for Long Service Leave purposes.
- d. For earlier periods of service to count there must be no breaks between the periods of service, except where:
 - i. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - ii. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the Public Service Act 1922.
- e. Any period of service which ceased by way of redundancy retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit will not count as service for redundancy pay purposes.
- f. Absences from work which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

134. *Rate of Payment - Redundancy Benefit*

- a. Salary will include:
 - i. the employee's full time salary, adjusted on a pro rata basis for periods of part time service; or
 - ii. the salary of a higher position, where the employee has been acting in the higher position for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retirement; and
 - iii. other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

135. *Retention Periods*

- a. Unless the employee agrees, an excess employee will not be involuntarily retired until the following retention periods have elapsed:
 - i. 13 months where an employee has 20 or more years of service or is over 45 years of age; or
 - ii. 7 months for other employees.
- b. The retention period will commence on the earlier of the following:
 - i. the day the employee is advised in writing by the ILC that he/she is an excess employee; or
 - ii. one month after the day, on which the ILC, invites the employee to elect to be retired.
- c. The ILC will consider an excess employee in isolation from and not in competition with other applicants for vacancies to which an excess employee of the ILC seeks transfer. The redeployee (or most efficient redeployee) will be selected unless she/he is assessed as not competent for the job.
- d. During the retention period the ILC:
 - i. will continue to take all reasonable steps to find alternative employment for the excess employee; and/or
 - ii. may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
- e. During the retention period the employee:
 - i. will take reasonable steps to find alternative employment; and
 - ii. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.

- f. Where the ILC believes there is insufficient productive work available for an excess employee during the retention period, the ILC may, with the agreement of the employee, retire the employee and pay the balance of the retention period as a lump sum.
- g. An excess employee may at any time during the retention period elect to be voluntarily retired.
- h. An excess employee will not be retired involuntarily if the employee has not been invited to elect to be retired, or has elected to be retired but the ILC refuses to approve it.
- i. An excess employee will be given four weeks' notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be involuntarily retired.

PART K: Scope of this Agreement

136. Title, Duration and Parties Bound

- a. This Agreement is titled the Indigenous Land Corporation Enterprise Agreement 2011-2014 and will operate from either the seventh day after Fair Work Australia approves it or 3 October 2011 whichever is the later. The nominal expiry date of this Agreement will be 19 October 2014.
- b. This Agreement is made between the General Manager, the Community and Public Sector Union (CPSU) and employees of the Indigenous Land Corporation employed under the Aboriginal and Torres Strait Islander Act 2005 and the Fair Work Act 2009.
- c. The parties bound by this Agreement are the ILC, the CPSU and employees of the ILC whose employment is covered by this Agreement.

137. Coverage

- a. This Agreement applies to all employees employed by the ILC other than:
 - i. employees of ILC's subsidiary companies; and
 - ii. Senior Executive Employees (SEE).
- b. This Agreement operates in all States and Territories of the Commonwealth of Australia and replaces in their entirety the previous ILC Collective Agreement 2008-2011 and all applicable Federal Awards.

138. Flexibility

- a. An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Enterprise Agreement if:
 - i. the arrangement deals with one or more of the following matters;
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates; and
 - (4) allowances.
 - ii. the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (i); and
 - iii. The arrangement is genuinely agreed to by the employer and employer.
- b. The employer must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under Section 172 of the Fair Work Act 2009; and
 - ii. are not unlawful terms under Section 194 of the Fair Work Act 2009; and
 - iii. result in the employee being better off overall than the employee would be if no arrangement was made.

- c. The employer must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the employer and employee;
 - iii. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - iv. includes details of:
 - (1) the terms of the Enterprise Agreement that will be varied by the arrangements; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangements; and
 - v. states that day on which the arrangement commences.
- d. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e. The employer or employee may terminate the individual flexibility arrangement:
 - i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the employer and employee agree in writing at any time.
- f. The ILC will report on the use of these arrangements to the ILC Consultative Committee. At a minimum these reports will be provided to the Consultative Committee annually. That information will include the following (but without identifying any individual):
 - i. the number of flexibility arrangements; and
 - ii. by category as defined in Clause 138(a)(i).

139. Objectives of this Agreement

- a. The objectives of this Agreement in support of the ILC's Vision are to:
 - i. improve the administrative efficiency of the ILC;
 - ii. support an improved service to the ILC's Indigenous stakeholders;
 - iii. provide equitable remuneration and a flexible set of conditions and working arrangements which attract, retain and develop all employees;
 - iv. promote open communication and consultation within the organisation;
 - v. encourage, reward and recognise performance in an open and transparent manner; and
 - vi. support the ILC in successfully managing its future.

- b. These objectives are supported by the following productivity improvements:
 - i. Improve LAMIRS with the effective integration of the Contracts Database resulting in improved project management, budgeting and reporting.
 - ii. Continued development and implementation of initiatives that align with the principles of Ecologically Sustainable Development (ESD) and biodiversity conservation including the monitoring of Environmental Management Plans in each office targeting the reduction in the consumption of energy, water, paper and business travel.
 - iii. Paying HES as a once off annual allowance reducing the need to process and reimburse individual HES claims and the requirement to calculate and pay FBT.
 - iv. Upgrade and improve the ILC electronic travel system reducing the time staff spend booking travel arrangements and allowing more time to perform their duties.
 - v. Implementation of an electronic records management system, reducing the cost associated with paper, printing and employee resources.
 - vi. Upgrade video-conferencing facilities – reduction in costs, less requirement to travel and more effective medium.
 - vii. Improved mapping software to allow employees to produce and design their own maps.
 - viii. Increased use of lap-tops computers by employees in the field resulting in more additional and more productive performance.
 - ix. Skilling ILC employees to enable the organisation to undertake more of the work that consultants would otherwise be engaged to undertake.
 - x. Increased use of the Extranet as the main form of communication by reducing the traffic flow and cost to the ILC system network.

140. *Variation of Agreement*

- a. In the event that variations to this Agreement are considered necessary, application will be made to Fair Work Australia to vary this Agreement pursuant to the FWA.
- b. The ILC General Manager undertakes to review and match any increase in the quantum of annual salary in the event that the Australian Public Service Bargaining Framework January 2011 is amended. An application would be made to FairWork Australia to vary this Agreement on this issue within 14 days of such an amendment. On approval, but subject to any implementation process from Fair Work Australia, the ILC will make the appropriate payroll changes from the commencement of the next pay period.

141. *Comprehensive Agreement*

- a. If it can be shown to the satisfaction of the parties that, as a result of consolidating terms and conditions into this Agreement, a previous entitlement affecting the employment conditions of employees has been unintentionally displaced, the ILC will reinstate the previous entitlement.
- b. The parties acknowledge that the employment provisions in this Agreement are administered in accordance with ILC Policy, and Guidelines, including the National Indigenous Land Strategy and Corporate Plan. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
- c. The Parties acknowledge that the operation of this Agreement does not purport to exclude the application of:
 - i. relevant Commonwealth statutory laws regulating employment relationships, and
 - ii. express or implied principles of the common law applicable to employment relationships,provides such laws are consistent with the terms of this Agreement.
- d. Disputes over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the Dispute Settlement and Procedures of this Agreement.

142. *Adjustment of Allowances*

- a. Allowances in this Agreement, other than salary rates and those allowances adjusted in line with salary increases, may be increased by the General Manager during the life of this Agreement, taking into account relevant advice.

143. *Relationship with other Legislative Arrangements*

- a. This Agreement displaces the Indigenous Land Corporation Collective Agreement 2008-2011.
- b. It is acknowledged that the employment of employee covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:
 - i. Aboriginal and Torres Strait Islander Act 2005;
 - ii. Fair Work Act 2009;
 - iii. Commonwealth Authorities and Companies Act 1997;
 - iv. Long Service Leave (Commonwealth Employees) Act 1976;
 - v. Maternity Leave (Commonwealth Employees) Act 1973;
 - vi. Superannuation Act 1976;
 - vii. Superannuation Act 1990;
 - viii. Superannuation Productivity Benefit Act 1988;
 - ix. Superannuation Guarantee (Administration) Act 1992;
 - x. Superannuation Act 2005 (No.80 2005);
 - xi. Safety, Rehabilitation and Compensation Act 1988;
 - xii. Occupational Health and Safety (Commonwealth Employment) Act 1991; and
 - xiii. Occupational Health and Safety (Commonwealth Employment) Amendment (Employee Involvement and Compliance) Act 2004.

144. *Consultation on Changed Legislation and Awards*

- a. If, during the life of this Agreement, circumstances arise where legislation and other changes affect the terms and conditions of employment for employees, the parties bound by this Agreement will consult on any action that would be appropriate to ensure that the aims of this Agreement continue to be achieved.

145. *Delegation*

- a. The General Manager may, in writing, delegate or authorise to a person any or all of the General Manager's powers and functions under this Agreement, other than the power to delegate or authorise, and may do so subject to conditions.

146. *Closed Agreement*

- a. This Agreement constitutes a closed Agreement in settlement of all matters for its duration.

147. *No Extra Claims*

- a. Parties to this Agreement shall not make extra claims that affect the employee's terms and conditions of employment which exist for the period of operation of this Agreement.

148. *Primacy to the Parties*

- a. To maintain the integrity of this Agreement reached between the parties, the parties agree to meet and confer about a relevant matter where FWA removes any clause(s) from this Agreement or advises that the clause(s) are not enforceable.

149. *Termination of Agreements*

- a. The parties agree that the maintenance of and adherence to agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. The parties therefore agree that they will not exercise their right to terminate this Agreement pursuant to the Fair Work Act 2009.

150. *ILC Employment of Lawyers*

- a. The ILC recognizes that some of its employees will be employed as legal practitioners. In respect of those employees, the ILC acknowledges that in addition to their responsibilities as employees of the ILC, such employees are also officers of the court and have obligations pursuant to the Legal Practitioners Act 1981 (SA). Accordingly, such employees will be required, when rendering legal services, to exercise their own independent professional judgement, abide by the relevant legal ethics and in court matters, appropriately discharge their duties to the courts. The ILC recognizes the independent nature of the legal services rendered by such employees and will not seek to improperly interfere with their duties and obligations as lawyers. Nothing in this Clause prevents the ILC otherwise giving such employees lawful and reasonable instructions that do not otherwise interfere with their independence or professional duties and obligations.

151. Interpretations and Definitions

- a. In this Agreement, unless contrary intention appears:
- i. "Act" means the Aboriginal and Torres Strait Islander Act 2005.
 - ii. "Adoption and fostering" means at the expected day of placement, the child will be under school age and has not lived continuously with the employee for a period of 6 months. The child is not of the employee or the employee's spouse or de facto partner.
 - iii. "FWA" means Fair Work Australia.
 - iv. "Bandwidth" means the beginning and ends times (7am – 7pm) of the day when employees may undertake duty.
 - v. "Chairperson" means the person appointed as Chairperson under subsection 191X(l) of the Act.
 - vi. "Core Hours" are periods during the standard day when an employee must perform work except when they are on an approved period of absence (e.g. approved leave, TOIL or flex). Core hours are 9:30am to 12:00 and 2:30pm to 4:00pm.
 - vii. "Enterprise Agreement" means an agreement made under section 172(2)(a) of the Fair Work Act 2009.
 - viii. "Corporation" has the same meaning as the Indigenous Land Corporation in section 191 A of the Act.
 - ix. "EL2" means employees in the classification group EL2 (Executive Level 2) according to the ILC Work Level Standards.
 - x. "EL1" means employees in the classification group EL1 (Executive Level 1) according to the ILC Work Level Standards.
 - xi. "Employee" means an employee engaged under subsection 192S(1) of the Act.
 - xii. "Employee representatives" means ILC employee representatives and employee representative groups, including employee organisations with members in the ILC.
 - xiii. "ILC 1-3" means an employee in the classification groups ILC Level 1 to ILC Level 3, according to the ILC Work Level Standards.
 - xiv. "ILC Board" has the same meaning as the Indigenous Land Corporation Board in section 191V of the Act.
 - xv. "General Manager" means the person appointed under section 192K of the Act and includes an Acting General Manager appointed under section 192P of the Act.
 - xvi. "Ordinary Hours" means for fulltime employees a 37.5 hour week or 150 hours over a 4 week period.
 - xvii. "Non-ongoing" means a fixed term employee other than a casual employee who is not paid casual loading but accumulates leave on a pro rata basis.

- xviii. "Notice Period" means the time period that is either notified by an employee to the ILC or notified to an employee by the ILC in respect of a proposed date of termination of employment.
 - xix. "Performance Agreement" means the agreement made between the General Manager and the employee in accordance with the ILC Performance Evaluation and Management Program.
 - xx. "SEE" means Senior Executive Employee.
 - xxi. "Settlement period" means a minimum of 150 hours worked within a 4 week period.
 - xxii. "Standard day" means a 7.5 hour day for the purposes of all leave accruals and deductions (8.30 am until 5.00 pm with 1 hour for lunch).
 - xxiii. "Standard hours" means attendance from 8.30 am to 12.30 pm and 1.30 pm to 5pm with an hour for lunch.
 - xxiv. "TOIL" means Time off in Lieu.
 - xxv. "Fair Work Australia" means the body established by section 575 of the Fair Work Act 2009.
- b. Words in the singular include the plural and words in the plural include the singular.

Signatures

SIGNED for and on behalf of

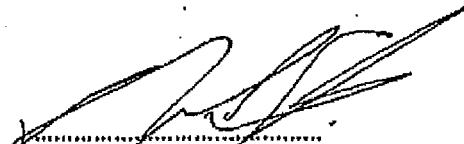
INDIGENOUS LAND CORPORATION

Level 7, 121 King William Street Adelaide SA 5001

by being signed by **DAVID GALVIN** being the

person who holds the position of **GENERAL**

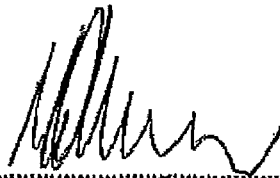
MANAGER in the presence of:



DAVID GALVIN

8/9/11

Date



Witness' signature

150 Ridge st

Northgate Q 4013

Witness' address

SIGNED by ALSTAIR WATERS on behalf of)

the **COMMUNITY and PUBLIC SERVICE UNION**)

of 101 Henley Beach Road Mile End SA 5031)

acting as the sole bargaining agents for the)

employees of the ILC in the presence of:)



CPSU

12/9/11

Date

DEPUTY
NATIONAL
PRESIDENT



Witness' signature

140 Morrison Ave

Wombarra 2515

Witness' address

ATTACHMENT A: ILC Classification Structure

Pay Points	October 2010	October 2011 (3%)	October 2012 (3%)	October 2013 (3%)
ILC1.1	42,545	\$43,821	\$45,136	\$46,490
ILC1.2	43,677	\$44,987	\$46,337	\$47,727
ILC1.3	\$44,840	\$46,185	\$47,571	\$48,998
ILC1.4	47,259	\$48,677	\$50,137	\$51,641
ILC1.5	48,517	\$49,973	\$51,472	\$53,016
ILC1.6	49,810	\$51,304	\$52,843	\$54,429

ILC2.1	52,722	\$54,304	\$55,933	\$57,611
ILC2.2	54,256	\$55,884	\$57,560	\$59,287
ILC2.3	\$55,833	\$57,508	\$59,233	\$61,010
ILC2.4	59,128	\$60,902	\$62,729	\$64,611
ILC2.5	60,848	\$62,673	\$64,554	\$66,490
ILC2.6	62,617	\$64,496	\$66,430	\$68,423

ILC3.1	65,170	\$67,125	\$69,139	\$71,213
ILC3.2	67,279	\$69,297	\$71,376	\$73,518
ILC3.3	\$68,556	\$70,613	\$72,731	\$74,913
ILC3.4	72,816	\$75,000	\$77,250	\$79,568
ILC3.5	75,905	\$78,182	\$80,528	\$82,943
ILC3.6	79,125	\$81,499	\$83,944	\$86,462

EL1.1	86,777	\$89,380	\$92,062	\$94,824
EL1.2	91,059	\$93,791	\$96,604	\$99,503
EL1.3	95,343	\$98,203	\$101,149	\$104,184

EL2.1	105,030	\$108,181	\$111,426	\$114,769
EL2.2	110,735	\$114,057	\$117,479	\$121,003
EL2.3	116,696	\$120,197	\$123,803	\$127,517

LEGAL STRUCTURE

L1.1	\$51,621	\$53,170	\$54,765	\$56,408
L1.2	\$55,245	\$56,902	\$58,609	\$60,368
L1.3	\$58,990	\$60,760	\$62,582	\$64,460
L1.4	\$62,935	\$64,823	\$66,768	\$68,771
L1.5	\$67,010	\$69,020	\$71,091	\$73,224
L1.6	\$71,366	\$73,507	\$75,712	\$77,984
L1.7	\$75,906	\$78,183	\$80,529	\$82,945
L1.8	\$82,164	\$84,629	\$87,168	\$89,783
L1.9	\$89,011	\$91,681	\$94,432	\$97,265
L1.10	\$95,858	\$98,734	\$101,696	\$104,747
L1.11	\$102,705	\$105,786	\$108,960	\$112,229
L1.12	\$108,411	\$111,663	\$115,013	\$118,464

L2.1	\$114,499	\$117,934	\$121,472	\$125,116
L2.2	\$119,225	\$122,802	\$126,486	\$130,280