



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Indigenous Land Corporation
(AG2018/7176)

INDIGENOUS LAND CORPORATION ENTERPRISE AGREEMENT

Commonwealth employment

COMMISSIONER PLATT

ADELAIDE, 8 APRIL 2019

Application for approval of the Indigenous Land Corporation Enterprise Agreement.

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

[2] The matter was allocated to my Chambers on 15 March 2019.

[3] On 2 April 2019, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 2 April 2019. The undertaking deals with the following topics:

- Despite clause 43 of the Agreement, employees will be entitled to 4 weeks annual leave per year, accrued progressively.
- Despite clause 33 of the Agreement, part-time employees will be entitled to a minimum engagement of 3 hours (or agreed alternative period).
- Despite clause 34.1 of the Agreement, employees who are directed to work hours in excess of their weekly hours will be paid for those hours at overtime rates.

[5] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

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

[8] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 22 May 2022.



COMMISSIONER

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Australian Government

Indigenous Land Corporation

INDIGENOUS LAND CORPORATION

ENTERPRISE AGREEMENT

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART A: Scope of this Agreement

1. Title

- 1.1 This Agreement is made under section 172 of the Fair Work Act (FW Act) and shall be known as the Indigenous Land Corporation Enterprise Agreement.

2. Commencement and duration

- 2.1 This Agreement will commence operation 7 days after approval by the Fair Work Commission (FWC).
- 2.2 This Agreement shall nominally expire 3 years and 40 calendar days from the date of commencement.
- 2.3 The parties bound by this Agreement are the ILC, employees of the ILC whose employment is covered by this Agreement and, subject to a decision of the Fair Work Commission, the CPSU.

3. Coverage

- 3.1 In accordance with section 53 of the FW Act, this Agreement covers:
- a) all employees employed by the ILC other than:
 - i. employees of ILC's subsidiary companies; and
 - ii. Senior Executive Employees (SEE).

4. Delegation

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

5. Relationship with other Legislative Arrangements

- 5.1 It is acknowledged that the employment of employees covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:
- a) Aboriginal and Torres Strait Islander Act 2005;
 - b) Fair Work Act 2009;
 - c) Fair Work Regulations 2009;
 - d) Public Governance, Performance and Accountability Act 2013 (PGPA Act);
 - e) Australian Human Rights Commission Act 1986;
 - f) Age Discrimination Act 2004;
 - g) Disability Discrimination Act 1992;
 - h) Racial Discrimination Act 1975;
 - i) Sex Discrimination Act 1984;
 - j) Work Health and Safety Act 2011;

- k) Work Health and Safety Regulations 2011;
 - l) Work Health and Safety Codes of Practice 2011;
 - m) Safety, Rehabilitation and Compensation Act 1988;
 - n) Long Service Leave (Commonwealth Employees) Act 1976;
 - o) Superannuation Act 1976 (CSS);
 - p) Superannuation Act 1990 (PSS);
 - q) Superannuation Act 2005 (PSSap);
 - r) Superannuation Guarantee (Administration) Act 1992 (Super Choice).
- 5.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. *Policies and guidelines*

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

PART B: Vision, Values and Code of Conduct

7. ILC Vision

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

8. ILC Values

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

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

9. Code of Conduct

- 9.1 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.
- 9.2 For the avoidance of doubt, the phrase “in connection with 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.
- 9.3 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 in connection with employment, must treat everyone with respect and courtesy, and without bullying, harassing or discriminating against others.
Operate in a Lawful Manner	<p>An employee, when in connection with 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 (real or apparent) in connection with their employment.
Proper Use of Resources	An employee must use ILC and Commonwealth 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 ILC 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>

10. Breaches of ILC Code of Conduct

- 10.1 If there is a suspected breach of the Code of Conduct, 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:
- a) informal counselling and/or warning;
 - b) specific training/development; and/or
 - c) a variation in duties.
- 10.2 If the CEO decides that a formal investigation is warranted he or she may appoint:
- a) 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
 - b) 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.
- 10.3 An employee will be notified of the allegations and/or any grievance/investigations in writing except in circumstances where such a notification might prejudice an investigation.
- 10.4 Principles of natural justice and procedural fairness will be followed.
- 10.5 Pending the outcome of an investigation where there is a suspected breach of the ILC Code of Conduct, the CEO may:
- a) temporarily move an employee to another location; or
 - b) suspend an employee from duty for the duration of the investigation. The suspension may be paid or unpaid at the sole and absolute discretion of the CEO.
- 10.6 Subject to the outcome of an investigation, the CEO may apply one or more sanctions as follows:
- a) formal reprimand and/or warning;
 - b) suspension from duty, with or without pay;
 - c) remedial action to restore any financial or other loss;
 - d) re-assignment of duties;
 - e) impose conditions on further employment;
 - f) reduction in classification and salary; and/or
 - g) termination of employment.
 - h) Where possible, the ILC aims to resolve grievances/investigations within four to six weeks. However, the process may take longer if an investigation/grievance is complex and involves disciplinary action.
- 10.7 The ILC will inform the complainant in writing of the outcome of the investigation however details of any disciplinary action imposed may not be disclosed.

11. *Valuing and Practicing Diversity and Equity*

- 11.1 The ILC will endeavour to achieve 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 seek to ensure that principles of fairness, equity and diversity are integrated into all ILC activities, management policies and guidelines.
- 11.2 It is the responsibility of all employees to consider and uphold the ILC's commitment to diversity in their decision-making.

12. *Preventing and Eliminating Discrimination*

- 12.1 The ILC and its employees will endeavour to prevent and eliminate discrimination, harassment and bullying in the workplace on the basis of race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion or affiliation, union membership, national extraction or social origin. In support of this, the ILC will maintain an effective Harassment Contact Officer (HCO) network and a Bullying and Harassment Policy, including appropriate training.
- 12.2 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.
- 12.3 ILC employees are responsible for behaving consistently with the ILC Values and Code of Conduct.

PART C: Communication and Consultation

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

13 Consultative Committee

- 13.1 The ILC will consult with employees on matters relating to the operation of this Agreement, or the ILC's general employment and workplace relations arrangements, including on policies, procedures and guidelines through the use of a Consultative Committee (CC).
- 13.2 The CC shall be chaired by the CEO or their nominee and comprise of:
 - a) elected employee representatives from each Division, Canberra Office and Head Office;
 - b) the ICG Chairperson;
 - c) Group Director People & Culture.
- 13.3 Membership of the Committee, where possible, will be for the term of this Agreement.
- 13.4 Secretariat services for the CC will be provided by People & Culture.
- 13.5 Other specialist support services that assist the CC with its role and function may be considered by the CEO.
- 13.6 The CC will meet regularly, as a minimum every 6 months, to discuss matters relating to the implementation of this Agreement and other significant employment and workplace relations matters.
- 13.7 Any proposed new, or a proposed substantive change to an existing policy or guideline relating to working arrangements will be made available to staff for comment for at least 2 weeks.
- 13.8 The CC will make recommendations to the CEO but is not a decision making body.
- 13.9 The CC will operate in accordance with the principles, objectives and structure set out in the agreed ILC Consultative Committee Terms of Reference.

14 Indigenous Consultative Group

- 14.1 The ILC is committed to ongoing consultation with the ILC Indigenous Consultative Group (ICG) on matters relating to Indigenous employees under the operations of this Agreement. These may include but are not limited to the Reconciliation Action Plan, Indigenous Employment Strategy and any other policy that affects Indigenous employees.
- 14.2 The ICG will comprise the CEO, the Group Director People & Culture, elected Indigenous employee representatives from each Division, Canberra Office and Head Office and the ICG Chairperson. The Chairperson will be separately elected member. Where there are no Indigenous employees in a geographic location an additional Indigenous member can be elected from another location. Membership of the ICG, where possible, will be for the term of this Agreement.

- 14.3 Secretariat services for the ICG will be provided by People & Culture.
- 14.4 Other specialist support services that assist the ICG with its role and function may be considered by the CEO.
- 14.5 The ICG will meet at least every 6 months, or more often if required, to effectively support and represent the views of Indigenous employees to:
- a) continually review, improve, monitor and develop Indigenous employee policies, programs and guidelines;
 - b) identify and promote activities and programs that allow the ILC to more effectively engage and retain Indigenous employees;
 - c) report progress of activities to the ILC Board at least annually.

15 Indigenous Employment Strategy

- 15.1 The ILC is committed to implementing an Indigenous Employment Strategy (IES) and associated learning and development program including, where appropriate, to:
- a) ensure the objectives of IES are met;
 - b) identify and resolve any issues with existing programs/ procedures; and
 - c) ongoing review the current IES, with a view to identifying and developing further objectives, strategies and programs.

16 Health and Safety Committee

- 16.1 The ILC will maintain the operations of a Health and Safety Committee to facilitate communication and consultation with employees on relevant work, health and safety matters.

17 Consultation

- 17.1 Consultation applies if the ILC:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the ILC that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 17.2 Major Change:
- For a major change referred to in clause 17.1(a):
- a) the ILC must notify the relevant employees of the decision to introduce the major change; and
 - b) clauses 17.4 to 17.10 apply.
- 17.3 “Relevant employees” means employees who may be affected by a change referred to in clause 17.1.
- 17.4 The relevant employees may appoint a representative for the purposes of Consultation.
- 17.5 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the ILC of the identity of the representative; the ILC must recognise the representative.
- 17.6 As soon as practicable after making its decision to introduce major change, the ILC must:
- a) discuss with the relevant employees and, where chosen, their representative:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the ILC is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 17.7 However, the ILC is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 17.8 The ILC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 17.9 If a clause in this Agreement provides for a major change to production, program organisation, structure or technology in relation to the enterprise of the ILC, the requirements set out in clause 17.2(a) and clauses 17.4 and 17.6 are taken not to apply.
- 17.10 A major change is 'likely to have a significant effect on employees' if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 17.11 Change to regular roster or ordinary hours of work referred to in clause 17.1(b):
- a) the ILC must notify the relevant employees of the proposed change; and
 - b) clauses 17.12 to 17.15 apply.
- 17.12 The relevant employees may appoint a representative for the purposes of Consultation.
- 17.13 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- b) the employee or employees advise the employer of the identity of the representative;

the ILC must recognise the representative.

17.14 As soon as practicable after proposing to introduce the change, the ILC must:

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

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

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

18 *Right of Entry, Freedom of Association and Employee Rights to Representation*

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

18.2 The ILC recognises:

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

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

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

PART D: Review and Settlement Procedures

19 Procedures for Preventing and Settling Disputes

19.1 If a dispute relates to :

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

this sets out procedures to settle a dispute.

19.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures to settle a dispute.

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

19.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

19.5 The FWC may deal with the dispute in 2 stages:

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

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

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

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

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

19.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

- 19.8 Subject to any provision to the contrary in this Agreement, any right, obligation or liability that was already accrued or incurred under the provisions of the *Indigenous Land Corporation Enterprise Agreement 2011-2014* shall be preserved. Any benefits accrued shall be subject to the operation of this Agreement.

20 Review of Decision

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

21 Review of Decisions to Terminate Employment

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

PART E: Working Environment

22 Individual flexibility arrangement

22.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:

- a) the agreement deals with one or more of the following matters:
 - i. arrangements about when and where work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration; and
 - vi. leave; and
- b) the arrangement meets the genuine needs of the ILC and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the ILC and the employee.

22.2 The CEO must ensure that the terms of the IFA:

- a) are about permitted matters under section 172 of the FW Act 2009; and
- b) are not unlawful terms under section 194 of the FW Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

22.3 The CEO must ensure that the IFA:

- a) is in writing; and
- b) includes the name of the ILC and the employee; and
- c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the IFA commences and, where applicable, when the IFA ceases.

22.4 The CEO must give the employee a copy of the IFA within 14 days after it is agreed to.

22.5 The employer or employee may terminate the IFA:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the CEO and employee agree in writing—at any time.
- a)

23 *Hours of Work*

- 23.1 Ordinary Hours for fulltime employees will be 37.5 hour per week or 150 hours over a four (4) week period.
- 23.2 The standard working day will be seven hours and thirty minutes (7 hours 30 minutes).
- 23.3 Standard Hours of attendance are 8.30am to 12.30pm and 1.30pm to 5.00pm.
- 23.4 A standard day will be worked continuously, except for meal breaks. No more than five (5) hours may be worked without an unpaid break for a meal of at least 30 minutes.
- 23.5 Ordinary Hours of work are to be performed within a bandwidth of 7:00am to 7:00pm Monday to Friday. No more than 10 Ordinary Hours of work can be performed on one day with the exception of time spent travelling, which may be performed within or outside of the bandwidth, subject to prior approval by the Employee's supervisor.
- 23.6 An employee and their manager may agree to vary the employee's standard hours of attendance, subject to hours worked averaging the Ordinary Hours consistent with clause 23.1. Where variation is not agreed, standard hours of attendance consistent with clause 23.3 will be observed.
- 23.7 Where an employee is absent from work, and prior approval has not been given, the employee must notify their manager by phone before 9:30am on the morning of the absence.
- 23.8 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. This requirement may be waived where the manager/delegate is satisfied that the employee was unable to notify the absence due to circumstances beyond their control.
- 23.9 In the following circumstances (excluding flex leave) where employees are not actually at work, 7.5 hours a day will be recorded or their agreed part time hours:
 - a) Public holidays; and
 - b) Periods of all approved leave.
- 23.10 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave in accordance with this Agreement.

24 *Working Arrangements for Executive Level Employees*

- 24.1 In recognition of the senior management roles and responsibilities of Executive Level (EL1 and EL2 bands) and L1.8 and above classifications, arrangements about when work is performed will be determined by their manager subject to operational requirements. Where possible, the manager, will take into account the individual needs of the employee. For the avoidance of doubt, employees at EL1 and EL2 bands and L1.8 and above positions are expected to be on duty and be available at such times as are reasonably necessary to achieve agreed outcomes, and as required by workload or the ILC's needs.
- 24.2 Access to TOIL will be provided to Executive Level and L1.8 and above employees consistent with the Time Off In Lieu (TOIL) scheme provisions specified in clause 28.

25 Flextime

- 25.1 Excluding Casual Employees, Flextime will be the default system for the provision of flexible working arrangements for employees at the ILC3 and L1.7 and lower classifications under this Agreement.
- 25.2 Employees who participate in the Flextime system will be required to record time worked on the Flextime Record.
- 25.3 A flextime credit balance is the time worked in excess of an employee's ordinary hours. The maximum flextime credit, which can be carried from one Settlement Period to another, is 15 hours.
- 25.4 Where an employee has a flex credit over 15 hours, the employee and their manager will identify and discuss appropriate actions to reduce the flex credit. No reasonable request for flex leave will be refused.
- 25.5 A flextime debit balance is time that has not been worked and is less than the employee's ordinary hours. The maximum flextime debit, which can be carried from one Settlement Period to another, is 10 hours.
- 25.6 An employee who has a flextime debit of more than 10 hours at the end of the next Settlement Period must use approved annual leave or have salary payments deducted (recorded as Leave Without Pay) to cancel the flextime debit.
- 25.7 Employees may use up to three consecutive days of flex leave.
- 25.8 Prior approval and reasonable notice are required for any flextime leave of a day or more and for part days where predetermined operational requirements would be affected.
- 25.9 Travel outside of the bandwidth before 7:00am and after 7:00pm Monday to Friday may be recorded on the Flextime Record subject to prior approval by the Employee's supervisor. Approved travel on weekends will be recognised as TOIL after Weekend Business Travel consistent with clause 29 and is not to be recorded on the Flextime Record.
- 25.10 Travel time associated with:
 - a) air travel will be recorded from 60 minutes prior to the scheduled flight departure time and 30 minutes after actual arrival time;
 - b) motor vehicle will be recorded from "door to door";
 - c) other modes, for example bus or train, travel time will be recorded from 30 minutes prior to scheduled departure and 30 minutes after actual arrival time.
- 25.11 During a notice period preceding termination, an employee will be given a reasonable opportunity to settle flextime credits or debits subject to operational requirements.
- 25.12 Flextime credits are not payable to the employee on termination.
- 25.13 Any remaining flextime debits will be recovered from the employee's separation payment.

26 Opting Out of Flextime Provision

- 26.1 Employees up to and including ILC3 classification and L1.7 and lower classifications may opt-out of the Flextime scheme and choose to move to the TOIL scheme.

27 *Reversion to Flextime*

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

28 *Time Off In Lieu (TOIL) Scheme*

- 28.1 The following provisions apply to employees opting out of the Flextime scheme to the TOIL scheme and to Executive Level and L1.8 and above employees.
- 28.2 Access to TOIL will be provided to on the following basis:
 - a) the manager may approve reasonable TOIL in recognition of additional hours worked by the employee;
 - b) TOIL will not be on a one hour for one hour basis, but there should be a reasonable match between additional hours worked and TOIL; and
 - c) TOIL should be taken as soon as practicable after the hours worked, subject to operational requirements.
- 28.3 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.
- 28.4 Unless directed by the manager, employees on the TOIL system are not required to complete a daily record of attendance.
- 28.5 TOIL is limited to up to three consecutive days however, in exceptional circumstances the CEO may consider up to a maximum of five consecutive days.
- 28.6 For part-time employees, TOIL will be based on the hours included in the employee's part-time work agreement.

29 *TOIL After Weekend Business Travel*

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

30 *Revision to Standard Hours of Attendance*

- 30.1 A manager may direct an employee to return to Standard Hours of attendance as specified in clause 23.3, for an indefinite period, in the following circumstances:
 - a) Due to operational requirements; or
 - b) Where the employee has failed to maintain a satisfactory pattern of attendance; or
 - c) the employee has breached or fails to comply with the provisions of the Flextime or TOIL schemes.

- 30.2 Where it is necessary because of essential work requirements, a manager may enter into a local agreement with employees in a workplace to temporarily vary or revert to Standard Hours.
- 30.3 Where the temporary arrangement extends for more than four weeks further discussion will be undertaken with the Group Director People & Culture to find mechanisms to resolve the issues that caused the agreement to be made.

31 Overtime

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

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

32 Access to Flexible Working Arrangements

- 32.1 The ILC will endeavour to provide employees with a work/life balance that recognises the importance of family and caring responsibilities. The EA contains measures and entitlements to assist in achieving that balance including flexible working hours, access to part time work provisions, job sharing, allowances and other initiatives promote a healthy lifestyle and work/life balance for 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
- 32.2 Eligible employees have a right to request flexible working arrangements in accordance with the NES, this includes employees returning from maternity/adoption/parental leave. These arrangement may include, but not limited to the following:
- a) Changes in hours of work (part time working arrangements, reduction of work hours, changes to start or finish times);
 - b) Changes in patterns of work (job sharing arrangements);
 - c) Changes in location of work (working from home or working from another location).
- 32.3 In making decisions about access to measures and entitlements the ILC:
- a) will give priority to the importance of employees achieving work life balance;
 - b) acknowledges and recognises the severe shortage of access to suitable accredited childcare services in some locations; and
 - c) will only refuse the request on reasonable business grounds.
- 32.4 A request for flexible working arrangements must be made in writing and set out the details of the changes sought, the reason for the changes and timeframe.
- 32.5 If reasonably possible, the CEO and the employee will enter into a mutually agreeable flexible working arrangement that balances the needs of the ILC and the employee.
- 32.6 The CEO will give the employee a written response to the request within 21 days, stating whether the request is granted or refused.
- 32.7 The CEO will only refuse a request for flexible working arrangements consistent with the FW Act where there are reasonable business grounds for the refusal. If the CEO refuses the request, the employee will be provided with details of the reasons for the refusal.

33 Part-time Employment

- 33.1 The CEO may engage employees on a part time basis, having regard to operational efficiency.
- 33.2 The CEO and a full time employee may enter into part time employment arrangement by agreement. A full time employee cannot be compelled to work part time.
- 33.3 The agreement will be in writing and set out the details of the agreed arrangement. At the conclusion of the agreement the employee will return to their substantive hours or apply for an extension or variation to the part time arrangement.
- 33.4 The terms of the agreement can be varied at any time by agreement of both parties including reversion or conversion to full time hours before the originally agreed date. The

manager may review the agreement 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 by the ILC due to operational requirements, 4 weeks' notice will be provided to the employee. Any request for review by the employee must be made in writing 4 weeks prior to any intended change and will be considered within 4 weeks.

- 33.5 Remuneration and other entitlements for a part-time employee, including leave, will be calculated on a pro-rata basis with 7.5 hours per day considered the full-time equivalent. Entitlements based on reimbursement or expense related allowances will be the same as for full-time employees.
- 33.6 Part time hours can be varied on a short term basis to facilitate access to training or other corporate opportunities.
- 33.7 An employee who is part time should be genuinely considered for promotions and transfers on the basis of merit, subject to operational efficiency. In these circumstances, part time agreements may need to be renegotiated in accordance with clause 32.2

34 Additional Part time Hours

- 34.1 Part time employees can be requested but not required to work hours in excess of their agreed hours. Additional hours worked up to a standard 37.5 hours per week 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.
- 34.2 If a part time employee so chooses, they can work Flextime or TOIL arrangements in accordance with those specified in this Agreement. Such arrangements need to be detailed in writing and based around the agreed pattern of hours.

35 Management Initiated Part time Work

- 35.1 The CEO or delegate will consult with employees on any ILC proposals for management initiated part time work consistent with clause 17 – Consultation.
- 35.2 Due to operational requirements, the ILC may initiate the introduction or extension of part time employment by giving an employee 4 weeks written notice.
- 35.3 In introducing or extending part time work, employees will not be required to convert from full-time to part-time hours without their agreement.

36 Work from Home

- 36.1 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 CEO and an employee to permit the employee to perform a range of ordinary hours of duty at home.
- 36.2 The CEO may approve an employee to perform work from home by entering into a Work from Home Agreement (WFHA) with the employee.
- 36.3 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.

- 36.4 Request to work from home must be in writing and include the hours and days to work from home, the duration of the arrangement and detail any specific requirements that are necessary to facilitate WFHA. The ILC will provide a written response within 21 days.
- 36.5 In establishing WFHA appropriate security and health and safety requirements must be ensured and an assessment of the home location may be required.
- 36.6 The CEO may vary or terminate a work from home arrangement due to operational requirements. If this occurs, a minimum of 4 weeks' notice will be provided to the employee. Approval may be given to vary the arrangement rather than terminate it.
- 36.7 Approval for an adhoc home based work may be given by the manager.

37 *Dependent Care*

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

38 *Performance of Outside Work*

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

PART G: Leave Arrangements

39 Public Holidays

- 39.1 An employee is entitled to public holidays in accordance with the NES.
- 39.2 Part-time employees will not be paid for the public holiday if they are not rostered to work on that day.
- 39.3 Casual employees are not entitled to be paid for public holidays in lieu of working.
- 39.4 Where the CEO and a majority of employees agree, another day may be substituted for any public holiday.
- 39.5 Where the CEO and an employee agree, a cultural or religious day of significance may be substituted for any holiday.

40 Christmas / New Year / Easter Shutdown

- 40.1 The ILC workplaces will be closed for business for the Christmas/New Year Shutdown, which applies from 3:00pm on the last working day before Christmas until the commencement of the first working day following 1 January. There will be no requirement for employees to utilise their annual or personal Leave, flex or TOIL during this period.
- 40.2 ILC workplaces will be closed for business from 3.00pm on Easter Thursday reopening from 8:30am on Tuesday following Easter Monday. Employees will be granted 2 hours paid leave without deduction from their annual leave, flex or TOIL credits.
- 40.3 Employees directed to attend for duty during the shutdown periods at Christmas and Easter will be eligible for time off in lieu on the basis of one hour off for every one hour worked.
- 40.4 Casual employees will not be rostered to perform work during the Christmas/New Year/Easter Shutdown periods.

41 Long Service Leave (LSL)

- 41.1 The entitlement to Long Service Leave (LSL) is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 41.2 LSL will be granted in minimum continuous periods of 7 calendar days at full pay or 14 calendar days at half pay. Minimum periods of LSL cannot be broken with other leave, except as otherwise provided by legislation.
- 41.3 The CEO may approve other types of leave during a period of LSL if satisfactory evidence is provided. LSL will be re-credited to the extent of any other leave granted.

42 Portability of accrued Annual and Personal leave entitlements

- 42.1 New ongoing employees recruited directly from an APS or Commonwealth agency or an agency employed under the *Parliamentary Services Act 1999* will have unused accrued annual and personal leave (however described) recognised, provided there is no break in continuity of service.

43 *Annual Leave*

- 43.1 An employee will be entitled to 20 days annual leave for each completed year of service, accruing on a daily basis.
- 43.2 Part-time employees will be entitled to a pro-rata amount of annual leave calculated against the hours for which the employee is engaged to work.
- 43.3 Employees will not accrue any annual leave during any period of leave that is not to count as service.
- 43.4 Employees are not entitled to annual leave loading. Annual leave loading will continue to be incorporated into base rates of pay.
- 43.5 Annual leave credits may be taken at any time, subject to operational requirements and the approval of the CEO.
- 43.6 An employee with more than 2 years (40 days) annual leave accrued as at 1 October each calendar year may be directed by the CEO to reduce their annual leave to 40 days or less by 31 March the following year. These limits will be pro-rata for Part-time employees.
- 43.7 The CEO may approve other types of leave during a period of annual leave if satisfactory evidence is provided. Annual leave will be re-credited to the extent of any other leave granted.
- 43.8 Where an employee has their leave cancelled or is recalled to duty from leave by the CEO, on production of receipts, the CEO may reimburse:
- 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.
- 43.9 An employee will only be recalled to duty in exceptional circumstances and by agreement.

44 *Cashing Out Annual Leave*

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

45 *Personal Leave*

- 45.1 Ongoing employees will be entitled to 18 paid personal leave days on commencement. A further 18 paid personal leave days will be credited on completion of each 12 months of continuous service thereafter. Personal leave is cumulative.
- 45.2 Non-ongoing employees will be entitled to paid personal leave on a pro rata entitlement basis subject to the term of employment they are engaged. For example, if a non-ongoing employee is engaged for 6 months they will be credited with 9 days paid personal leave. Where non-ongoing employees are extended, the credit of personal leave will be adjusted at the time of the extension.
- 45.3 Part-time employees will have their paid personal leave entitlement calculated on a pro-rata basis against the hours for which the employee is engaged to work.
- 45.4 Casual employees will not be entitled to any paid personal leave.
- 45.5 Where leave without pay (LWOP), which does not count as service, has been granted in the accrual year, personal leave accrual is to be deferred where aggregated full day absences total more than 20 working days. The accrual date will be deferred by the total number of days taken in the accrual period.
- 45.6 In exceptional circumstances the CEO may approve an employee to take leave at half pay. This will result in the period of leave for which the employee is absent being half the amount of leave that is deducted from the employee's credits. Only half the period of leave taken will count as service.
- 45.7 Personal leave without pay may be granted for illness or injury where paid personal leave entitlements has been exhausted. Such leave will count as service for all purposes.
- 45.8 In accordance with the FW Act, employees are entitled to 2 days of unpaid carer's leave for each permissible occasion where they have exhausted their paid personal leave entitlement or they have no entitlement to paid personal leave.
- 45.9 The CEO may approve the anticipation of the next accruing paid personal leave credit where an employee is within their first ten years of service and has exhausted all available paid personal leave.
- 45.10 The CEO may, in exceptional circumstances, grant an employee, with at least 10 years service, an additional period of paid personal leave to cover periods of illness or injury. Such leave will only be granted where all paid personal leave has been exhausted.
- 45.11 An employee may take personal leave for the following purposes:
- a) personal illness or injury;
 - b) to care for members of his or her immediate family who has a personal illness or injury or unexpected emergency;
 - c) 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;
 - d) to attend to an unforeseen personal home based emergency or repair or to provide security at home (not planned building or renovation work);and
 - e) absences as a result of a family and domestic violence situations where not covered by 45.11(a) and (b).

- 45.12 Leave for the purposes of clauses 45.11(c), (d) and (e) must not exceed 8 days per anniversary year.
- 45.13 Absences on personal leave of 3 days or more must be supported by a medical certificate or other evidence as specified in clause 45.15.
- 45.14 The CEO may refuse personal leave, or request satisfactory medical evidence or other evidence as specified in clause 45.15, where there is cause to believe that the reasons for such absences, irrespective of the length of absence, are not reasonable or legitimate. Such requests will be made at the time the employee requests the leave and will be provided in writing where possible. In order to facilitate this process the employee requesting leave must speak directly with their manager or Section/Divisional Manager.
- 45.15 Acceptable evidence will be evidence that would satisfy a reasonable person that the leave was taken for the permitted use as described in Part G of this Agreement. This would generally be either a medical certificate or a statutory declaration. Documentary evidence from service providers (other than health professionals) may be needed for other (non injury or illness) types of absences.
- 45.16 Employees who are medically unfit or have a requirement to care while on annual or long service leave and who produce satisfactory medical evidence may apply for personal leave. Annual and LSL will be re-credited to the extent of the period of personal leave granted.
- 45.17 An employee will not be entitled to paid personal leave while absent on paid Maternity/Adoption or unpaid Parental leave.
- 45.18 Personal leave will not be debited for public holidays, which the employee would have observed.
- 45.19 Unused personal leave will not be cashed out during the course of an employee's employment, or paid out on separation.
- 45.20 Where an employee has been regularly absent on personal leave, or there are reasonable grounds to form a view that medical intervention will assist the employee in undertaking their duties or returning to work in a safe and timely manner, the CEO may direct the employee to undergo an independent health assessment, at the cost of the ILC.

46 *Compassionate/Bereavement Leave*

- 46.1 An employee is entitled to paid leave for the bereavement of a person who is regarded as 'immediate family' to the employee.
- 46.2 Bereavement leave is available for 3 days on each occasion.
- 46.3 Where the employee needs to travel (intrastate and interstate) to attend formalities and other related matters pertaining to the bereavement, up to an additional 2 days paid leave for travel may be approved.
- 46.4 An employee is entitled to paid compassionate leave where a person who is regarded as 'immediate family' contracts or develops a personal illness or sustained a personal injury that poses a serious threat to life.
- 46.5 Compassionate leave is available for 2 days per occasion.
- 46.6 Casual employees are entitled to 2 days unpaid leave for bereavement or compassionate purposes.

- 46.7 The ILC may request employees to provide documentary evidence to support claims of this nature.

47 Maternity, Adoption and Parental Leave

- 47.1 An employee who has completed 12 months of continuous service is eligible for unpaid Parental Leave in accordance with the FW Act and the NES.
- 47.2 The ILC will provide Maternity Leave provisions that are equal to those provided by the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
- 47.3 An employee who is entitled to paid leave as described in the ML Act is also entitled to an additional 4 weeks of paid Maternity Leave, to be taken in a continuous period immediately following the paid leave under the ML Act. Maternity Leave is to be taken concurrently with, not in addition to the unpaid Parental Leave as specified in clause 47.1.
- 47.4 Paid Maternity Leave is not extended by public holidays or the Christmas Shutdown.
- 47.5 In order to provide flexibility, an eligible employee may elect to have the payment of paid Maternity Leave spread over a maximum period of 32 continuous weeks at a rate no less than half normal salary, with the initial 16 weeks only to count as service.
- 47.6 Pregnant employees can continue to work up to the birth of the child subject to regular medical clearances being provided from 6 weeks prior to their expected delivery date.
- 47.7 Pre-natal Leave: Pregnant employees who qualify for Maternity Leave will be entitled to access up to 2 days paid pre-natal leave to attend pre-natal medical appointments, without the loss of Personal or any other leave credits. In approving such leave managers are to be mindful of, and respect, the privacy of the employee. Supporting medical evidence may be requested by the ILC.
- 47.8 Employees who are primary caregivers and who have completed at least 12 months of continuous service at the time of the commencement of Adoption Leave are entitled to take up to 16 weeks paid Adoption Leave to be taken concurrently with, not in addition to the unpaid Parental Leave as specified in clause 47.1. The 16 weeks will count as service. Leave for adoption is available from one week prior to the date of placement of the child.
- 47.9 Employees who are eligible for paid Adoption Leave may elect to have the payment for the leave spread over a maximum period of 32 weeks at a rate no less than half normal salary, with the initial 16 weeks only to count as service.
- 47.10 To be eligible for Adoption Leave the child must be:
- a) under 16 years of age;
 - b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - c) is not (otherwise than because of the adoption) of a child of the employee or the employee's spouse/partner.
- 47.11 Documentary evidence of approval for adoption must be submitted when applying for paid Adoption Leave or Unpaid Parental Leave for adoption purposes.
- 47.12 An employee may request an additional 52 weeks unpaid Parental Leave in accordance with the FW Act and the NES. The second period of unpaid leave is to commence immediately following the initial period and does not count for service.

- 47.13 Periods of unpaid Maternity, Adoption or Parental leave will not count as service for any purpose.
- 47.14 This leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas/Easter Shutdown) falls during a period of paid or unpaid Maternity, Adoption or Parental leave.
- 47.15 An employee will not be entitled to paid personal leave while absent on paid Maternity, Adoption or unpaid Parental leave.
- 47.16 On ending Maternity, Adoption or Parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the FW Act and the NES.
- 47.17 Casual employees are not entitled to paid Maternity, Adoption or Pre-natal leave.

48 *Supporting Partner Leave*

- 48.1 Birth or adoption: An employee who is not the primary care giver to a dependent child is entitled to 2 weeks leave at full pay, to be taken in one consecutive block within 12 months following the birth or adoption of the dependent child. The two weeks counts as service.
- 48.2 Foster: An employee who is the primary or non primary care giver is entitled to 2 weeks paid leave, to be taken in one consecutive block immediately following the fostering of the child. The two weeks counts as service.
- 48.3 The supporting partner leave can be taken at half pay for 4 weeks in one consecutive block. Only the first half of the supporting partner leave taken will count as service.
- 48.4 Non-ongoing employees must have completed 12 months continuous service to be entitled to the 2 weeks paid Supporting Partner Leave and the leave must be taken within the contracted fixed term employment term.
- 48.5 Casual employees are not entitled to paid Supporting Partner leave.

49 *Purchased Leave*

- 49.1 The CEO may approve an application from an employee to purchase from one to four weeks of additional leave per year.
- 49.2 Employees will have an amount deducted from their annual salary, which will be reflected in their fortnightly salary. The amount deducted will depend on the amount of leave purchased, when the leave will be taken and the employee's salary.
- 49.3 All ongoing and non-ongoing (full-time and part-time) employees are eligible to apply for purchased leave including employees who are currently on probation. Casual employees are not entitled to purchase leave.

50 *Defence Reserve Leave*

- 50.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

- 50.2 An employee is entitled to leave with pay, of up to 4 weeks during each financial year, and an additional 2 weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 50.3 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 50.4 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 50.5 Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.
- 50.6 The ILC will not require Defence Reservists to pay their tax-free Reserve salary to the ILC in any circumstances.

51 Defence Service Sick Leave

- 51.1 Employees may be eligible for Defence service sick leave while unfit for duty because of an illness or injury that has been accepted by the Department of Veterans' Affairs to be war caused or Defence caused within the meaning of relevant legislation.
- 51.2 Eligible employees will accrue a special credit of nine weeks on commencement of employment in the ILC and an annual credit of three weeks for each year of continuous service thereafter. Unused credits will accumulate to a maximum of nine weeks. Defence service sick leave counts as service for all purposes.
- 51.3 Approval of Defence 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 or Defence caused.
- 51.4 Where an employee's Defence service sick leave credits have been exhausted, Personal Leave provisions will apply.
- 51.5 Any leave taken that does not count as service or unauthorised absences will defer the annual accrual of Defence service sick leave.
- 51.6 Casual employees are not entitled to Defence service sick leave.

52 Community Service (emergency management and jury service) Leave

- 52.1 In accordance with section 108 of the FW Act, leave for participation in voluntary emergency management duties, including training, emergency service response, reasonable recovery time, reasonable travelling time associated with the activity and ceremonial duties, will be approved. The CEO may determine whether any or all of the leave taken for participation in voluntary emergency management activities will be with pay.
- 52.2 An employee will continue to be paid by the ILC for any period of jury service, but will be required to pay to the ILC any amount of jury service pay, excluding any expense related allowances or payments, received by the employee.

53 *Community Volunteering Leave*

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

54 *NAIDOC Week Activities Leave*

- 54.1 The CEO may approve one day paid leave per annum (non accumulative) for employees. The leave may be taken in 1 full day or part thereof.

55 *Leave for Aboriginal and Torres Strait Islander Employees*

- 55.1 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;
- a) NAIDOC week activities: Consistent with clause 54, a total of one day paid leave per annum (non accumulative). The leave to be granted for 1 full day or part thereof.
 - b) Indigenous Cultural Leave: Up to two days paid leave per annum (non accumulative) to participate in ceremonial activities, cultural, kinship and community obligations.
 - c) 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.

56 *Other Leave (With or Without Pay)*

- 56.1 The CEO may approve Other Leave with or without pay for purposes considered to be in the interests of the ILC, and in circumstances not provided elsewhere in this agreement.
- 56.2 Approval of Other Leave will be at the sole and absolute discretion of the CEO and may be granted with or without pay and subject to any conditions the CEO may apply, including whether any leave counts for service.
- 56.3 Employees must apply for leave in writing and include the reason for the proposed leave. Employees will be provided written notice of the approval or refusal of the leave and if refused, the written notice will include reasons.

57 *Leave for Family and Domestic Violence Purposes*

- 57.1 The ILC recognises that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the ILC is committed to supporting employees affected by family and domestic violence and will provide the maximum appropriate support.
- 57.2 Where an employee is required to be absent as a result of family and domestic violence, they may apply for Other Leave (With or Without Pay) in accordance with clause 56 or Personal Leave in accordance with clause 45. This clause applies in addition to entitlements available to eligible employees under the NES

57.3 Employees and/or their family members, who are affected by family and domestic violence, have access to counselling services provided by the ILC's Employee Assistance Program in accordance with clause 92 of this agreement. The EAP shall include professionals trained specifically in domestic violence and abuse. Employees may also access flexible working arrangements in accordance with Part F of this agreement.

PART H: Remuneration Arrangements

58 *Broadband and Classification*

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

59 *Work Level Standards*

- 59.1 ILC Work Level Standards describes the platform for classifying positions consistently across the ILC Levels, Executive Level (EL) and Legal classification structures to achieve the following:
- a) provide a comprehensive set of standards for each classification level;
 - b) reflect the ILC's unique operating environment;
 - c) 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;
 - d) form the basis for determining work value;
 - e) support ILC's classification structure;
 - f) assist employees and managers in identifying development needs; and
 - g) support the progression of employees.

60 *Temporary Assignment of Duties and Higher Duties Allowance*

- 60.1 Where an ongoing or non-ongoing employee is temporarily assigned to duties at a higher classification level, Higher Duties Allowance (HDA) will be paid at the base of the higher classification level for the entire period subject to the following conditions:
- a) The minimum qualifying period for the payment of HDA to a position at the EL2 or below classification level will be 10 working days);
 - b) The minimum qualifying period for the payment of HDA to a position at the Senior Executive Employee (SEE) band will be 20 working days.

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

- 60.2 HDA will equal the difference between the employee's substantive salary and temporary assignment classification salary. However HDA may be approved on partial performance of duties and will then be paid on a percentage basis.
- 60.3 If an employee is approved leave or observes a public holiday in a period where HDA is being remunerated, the HDA will continue to be paid during that absence.
- 60.4 If an employee is temporarily reassigned to work in a SEE role (not covered by this Agreement), the rate of HDA will be paid to bring the employee's salary up to the lowest salary point (salary component of the package) of the senior management salary range.
- 60.5 Where an employee has previous periods of temporary performance at a higher classification level, the CEO may authorise HDA to be remunerated at a higher increment level than the base for the acting classification.

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

- 61.1 Where an employee is promoted to a higher classification level, salary will be payable at the base salary increment within the new classification.
- 61.2 The CEO may, taking into consideration any previous higher duties/acting arrangements, authorise payment of salary above the base level in the classification.

62 *Temporary Reassignment of Duties to Lower Level*

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

63 *Payment of Salaries*

- 63.1 Employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account of their choice.
- 63.2 The fortnightly rate of pay will be ascertained by applying the following formula:
a) $\text{Fortnightly pay} = \text{Annual Salary} \times 12 / 313$

64 *Salary Repayment*

- 64.1 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.
- 64.2 Prepayment of salary in advance for approved annual and long service leave in excess of 10 days will be available on request. The payment will be made on the next appropriate scheduled pay day.
- 64.3 Payment on termination of employment will be made on the next scheduled pay day after separation unless a recovery is required under this clause.

65 *Annual salary increases*

- 65.1 Employees will receive a salary increase of:

- a) 4% effective the date of commencement of this Agreement which will be 7 days after approval by the FWC;
 - b) 1% from 12 months following the date commencement of this Agreement; and
 - c) 1% from 18 months following the date commencement of this Agreement.
- 65.2 No qualifying period applies in relation to an employee's eligibility to receive an annual salary increase.

66 Salary Increment Progression

- 66.1 An employee will be paid a commencement salary at the base level for that classification unless the CEO authorises payment of a higher increment point.
- 66.2 Salary progression to the next increment within a classification level will occur subject to the employee meeting the following provisions:
- a) participation in the ILC Performance Management Evaluation Program (PEMP);
 - b) having performed duties at the employee's substantive position and have a PEMP in place for at least 6 months prior to 15 September of that year;
 - c) adhering to the ILC Values and Code of Conduct; and
 - d) receiving a performance rating of at least 'Good Standard at Level'.
- 66.3 Increment Date: Salary progression through increments within a classification level will occur on 3 October each year subject to clause 66.2.
- 66.4 Accelerated Increment Advancement: An employee's salary cannot be progressed by more than one increment per annum except:
- a) where accelerated advancement provisions have been put in place and met;
 - b) there are exceptional circumstances; and
 - c) where the CEO has approved the accelerated increment.
- 66.5 An employee's salary cannot be progressed to a higher broadband/classification level unless:
- a) specific qualification or advancement barriers have been met;
 - b) there is ongoing work at the higher level available; and
 - c) the CEO has approved the progression and/or reclassification.
- 66.6 Implications and Delay: Where a manager fails to report on an employee's suitability or non-suitability for salary progression by 15 September, the employee's salary progression will be delayed until the assessment is finalised but will then be backdated to 3 October. Where the delay is a direct result of unreasonable actions by the employee, the salary progression may not be backdated.
- 66.7 Employees on or returning from LWOP/Maternity Leave: Employees must have had a PEMP in place for at least 6 months during the performance assessment period and have received a rating of at least 'Good Standard at Level' to receive an incremental increase.
- 66.8 Employees on Higher Duties: Employees on higher duties will receive their next increment on their acting role after 12 months in the role and subject to meeting the provisions of clause 66.2.

- 66.9 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).
- 66.10 Where an employee performs higher duties in broken periods, salary increment progression for the higher level will be available when an employee has been paid for a total of 12 months higher duties in a 24 month period and subject to meeting the provisions of clause 66.2 in the acting role.
- 66.11 Deferred Increment: An employee's salary progression increment may be deferred for up to 12 months where they have not met the requirements of clause 66.2. Salary progression may be paid when the manager reports that the employee has met the requirements of clause 66.2. Salary progression will then be paid from the first pay day following the report.

67 Supported Salary for Employees with a Disability

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

68 Casual Loading – Rate of Salary

- 68.1 A casual employee will be paid a 20% loading in lieu of paid leave entitlements (except Long Service Leave) and shall be paid a minimum of 3 hours pay for each engagement.

69 Cadets

- 69.1 The ILC is committed to increasing the participation rate of Aboriginal and Torres Strait Islanders persons in the ILC. Consistent with this commitment, the ILC will continue its program of employing Indigenous Cadets.
- 69.2 A Cadet may be engaged on a casual or non-ongoing basis.
- 69.3 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. Cadets are not entitled to salary increments.
- 69.4 A Cadet will be remunerated allowances in accordance with Indigenous Cadetship Support Program (ICSP) administered by the relevant Commonwealth agency.
- 69.5 Cadets are entitled to the following provisions as set out in this Agreement:
- a) Superannuation contributions;
 - b) Screen based eye (SBE) test and reimbursement;
 - c) Healthy Employee Scheme (HES) – must be engaged for more than 12 months and have completed 6 months service;
 - d) For Cadets engaged on a non-ongoing basis:
 - i. Annual Leave accrued based on hours worked (that is on a pro-rata basis) –;
 - ii. Personal leave entitlements the same as a non-ongoing employee, based on pro-rata entitlement;
 - e) Bereavement and Compassionate Leave entitlement consistent with the provisions in clause 46 but only available during agreed work placement; and

- f) Cultural Leave entitlements consistent with clause 55.1 accrued on a pro rata basis.
- 69.6 Due to the nature of the working arrangements, Cadets are not eligible to access Flextime/TOIL arrangements.
- 69.7 In principle the taking of accrued leave should not interfere with the planned work placement. For non-ongoing Cadets, access to annual leave should be agreed between the Cadet and their manager and leave will be approved on the basis of the Cadets approved work pattern (roster).

70 Trainees

- 70.1 The ILC is committed to the ongoing development of Indigenous trainees by hosting trainees through an approved employing Group Training Organisation (GTO).
- 70.2 Trainees remain the employee of the GTO with their conditions and entitlements governed by the employing GTO. The ILC provides work place development and experience consistent with the requirements of the training program. The ILC may receive reimbursement for some costs from the training provider.
- 70.3 In the event the ILC direct employs a Trainee, the rates of pay will be in accordance with Australian Government Industry Award 2016 - Schedule S—National Training Wage.

71 Superannuation

- 71.1 The ILC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 71.2 The ILC will provide an employer contribution of 15.4% of the Fortnightly Contribution Salary (excluding Cadets and Casuals – refer clause 71.4) for members of the Public Sector Superannuation Accumulation Plan and for those employees exercising superannuation choice.
- 71.3 This will not be reduced by any other contributions made through salary sacrifice arrangements.
- 71.4 The ILC will provide Cadets and Casual employees an employer contribution of 15.4% of Ordinary Time Earnings for members of the Public Sector Superannuation Accumulation Plan and for those employees exercising superannuation choice.

72 Flexible Remuneration Packaging (Salary Sacrificing)

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

PART I: Allowances and Expenses

73 First Aid Allowance

- 73.1 An employee who is appointed as a First Aid Officer and has the required recognised qualifications and/or responsibilities will be paid a fortnightly allowance via the payroll system of:
- a) \$18.76 from commencement of the Agreement
 - b) \$18.95 12 months after commencement of the Agreement
 - c) \$19.14 18 months after commencement of the Agreement.
- 73.2 The allowances will not be paid during periods of paid or unpaid leave other than long service leave.

74 Workplace Allowances

- 74.1 An employee who is appointed to perform one the following additional roles:
- a) Harassment Contact Officer
 - b) Health & Safety Representative
 - c) Fire Warden,
- and has the required recognised qualifications and/or and responsibilities, will be paid a fortnightly allowance via the payroll system of:
- a) \$18.76 from commencement of the Agreement
 - b) \$18.95 12 months after commencement of the Agreement
 - c) \$19.14 18 months after commencement of the Agreement.
- 74.2 The allowances will not be paid during periods of paid or unpaid leave other than long service leave.

75 Meal Allowance

- 75.1 Employees are entitled to an overtime meal allowance at the rate determined by the relevant subscription service in addition to any recognition of overtime where:
- a) they are required to work overtime after the end of ordinary duty for the day, to the completion of or beyond a meal allowance period, without a break for a meal;
 - b) they are required perform duty after a break for a meal after the completion of their standard hours and they are not paid for that break;
 - c) they are required to perform overtime prior to the commencement of their standard hours of duty for that day and they take a meal break which is not a paid meal break;
 - d) they are required to perform duty on a Saturday, Sunday or public holiday, in addition to their ordinary weekly hours of duty, extending beyond a meal break and are not entitled to payment for that meal break.
- 75.2 A meal allowance period means the following periods:
- a) 7.00 am to 9.00 am;

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

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

76 Professional Membership

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

77 Retirement Planning

77.1 To assist with retirement planning, employee aged 54 years and over who are approaching or genuinely considering retirement, may access financial assistance in the form of a one off reimbursement payment up to a total maximum of \$600 (GST inclusive) to obtain financial advice from a registered financial advisor.

78 Loss, Damage and Indemnity

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

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

79 Relocation Assistance

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

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

79.3 Relocation Assistance for existing ILC employees may include:

Relocation Assistance	Existing 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.
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.
Relocating Domestic Pets	Where practical, domestic pets travel with the Employee and/or family. Where not practical, reimbursement on receipt of up to \$200 (GST inclusive) for relocating pets.
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.
Meals and Accommodation during Transit (This will not include incidentals expenses)	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. The CEO may extend the period where the employee has not been able to secure suitable long-term accommodation and can demonstrate their efforts.
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.
Reimbursement of Sale and Purchase of Primary Residence	The extent to which an employee will be reimbursed costs associated with the sale and purchase of homes will be determined by the CEO in accordance with advice received from the ILC General Counsel. Eligible transferred employees are entitled to be reimbursed reasonable legal, conveyance, break-lease and professional expenses associated with the sale and purchase of their homes as a consequence of their relocation. The reimbursement of these payments: <ul style="list-style-type: none"> • are subject to time limits in accordance with the ILC's guidelines; • are only payable in respect of one home in each locality; • are only payable if the employee is an employee at the time of the sale or purchase; and • an employee must first have established an entitlement to, and been paid, sale allowance.
Pre-location Visits	Where it is considered reasonable, the CEO may approve the payment of costs associated with a visit by an employee and their dependants to the new locality prior to relocation.
Advance of Bond Monies and Utility Connection Deposits	An employee on written application and provision of the relevant documents may be paid in advance an allowance equal to the amount of bond money and any utility deposits paid in respect of rental accommodation in which the employee intends to live. The employee must sign a declaration acknowledging payment of the advance, and agreeing the advance will be recovered from the employee's net fortnightly salary for a period of up to 12 months, or the duration of the Lease Agreement of which the payment is based, whichever is the shorter.

79.4 Where an employee retires or is retired from the ILC the CEO may, having regard to relevant circumstances, authorise the payment of expenses reasonably incurred by the employee and their dependants in respect of conveyance and removal of household furniture and effects from the locality in which the employee was performing duty immediately prior to retirement to:

- a) the nearest capital city; or
- b) the locality where the employee had lived immediately prior to engagement; or
- c) another place as determined by the CEO.

79.5 The CEO may approve an employee an Education Costs Allowance (ECA) up to a maximum of \$10,000 gross per annum to assist with costs incurred in boarding a child at a school or elsewhere as a consequence of the employee's relocation.

- 79.6 Relocation assistance for new employees is subject to negotiation and approval on a case by case basis and is not a pre-condition of engagement with the ILC.

80 *Adjustment of Allowances*

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

PART J: Official Travel

81 Domestic Fares

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

82 Overseas Air Travel

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

83 Motor Vehicle Allowance

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

84 Travelling Allowance

- 84.1 Travelling allowance will be payable to an employee who travels on official business and is away from home overnight. This allowance is to meet the cost of accommodation, meals and any incidental expenses incurred by the employee.
- 84.2 The rates of travelling allowance payable are in accordance with advice from the relevant subscription service.
- 84.3 Travelling allowance will be paid in advance, by way of electronic funds transfer to the employee's bank or financial institution account.
- 84.4 Where the CEO is satisfied that the overall allowance is insufficient for, or in excess of expenses, an alternative amount equal to reasonable expenses may be paid.
- 84.5 Where employees are not able to identify accommodation options within the travel allowance rate for accommodation, a case needs to be made to their Section/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.
- 84.6 Where the employee is provided with either accommodation or meals by the employer, the employee will not be paid for those components of travelling allowance in respect of any accommodation or meals provided.
- 84.7 Employees who have resided in the one locality, away from home, for more than 21 days will be paid an allowance equal to the amount expended on accommodation, meals and incidentals, or an amount, which the CEO considers to be reasonable in the circumstances.

85 Part Day Travel Allowance

- 85.1 Employees who travel away from their usual place of work for a period of 10 hours or greater but do not incur an overnight stay, will be entitled to an allowance for out of pocket expenses of \$60.00, which will be paid through an employee's salary.

PART K: Performance and Development

86 Performance Evaluation Management Program

- 86.1 The ILC is committed to a performance management system that is fair and effective, operates transparently and consistently, supports employees, provides regular objective feedback and focuses on learning and development opportunities.
- 86.2 Performance measures must be reasonable, measurable and in line with the ILC Work Level Standards.
- 86.3 The ILC will maintain effective performance management via the ILC “Performance Evaluation Management Program” (PEMP). All employees will commit to applying their skills and knowledge and continually seek new and more efficient ways of achieving outcomes.
- 86.4 The PEMP process will be characterised by constructive and collaborative, two way and regular feedback between managers and employees which fosters productivity and effectiveness through continuous improvement in an employee’s performance and professional development.
- 86.5 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.
- 86.6 The PEMP aims to achieve this through:
- a) aligning individual work plans to meet ILC's objectives;
 - b) regular communication and feedback processes in the workplace; and
 - c) encouraging and supporting learning and development.
- 86.7 The PEMP will be characterised by the following principles:
- a) linked to the ILC's vision and corporate objectives;
 - b) linked to remuneration and will determine progression within salary ranges;
 - c) common system to employees below the Senior Management level;
 - d) based on annual assessment against three elements of performance:
 - i. values and behaviours;
 - ii. achievement against agreed job goals; and
 - iii. learning and development;
 - e) involves a formal mid cycle review, multi source feedback, and upward feedback.
- 86.8 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:
- a) increasing the understanding and commitment of employees in the achievement of corporate outcomes;
 - b) improving communication between employees and managers;

- c) strategically focusing employee development and management;
- d) streamlining administration;
- e) strengthening the responsibilities of managers in performance management;
- f) using simple, fair and consistent bases for recognising and rewarding performance; and;
- g) appropriate management of underperformance.

86.9 Employees engaged for 6 months or more must participate in the ILC's PEMP scheme.

86.10 The performance management cycle runs from 15 September to 14 September each year or such other date as determined by the CEO and includes a mid cycle review. Further guidance is available in the PEMP policy guideline.

86.11 Employees may access the ILC's mechanisms for Review of Decision clause for any grievances relating to the PEMP.

87 Performance Improvement Plan

87.1 An employee who is assessed as:

- a) working below an acceptable standard of performance/behaviour; and/or
- b) an overall rating of "Needs Development" during the performance assessment year or their annual review,

will have their performance/behaviour managed through a Performance Improvement plan (PIP). Further guidance is available in the Management Performance guideline.

87.2 The employee is entitled to have a support person or representative present at PIP counselling sessions.

88 Learning and Development

88.1 The ILC will maintain an effective learning and development program for employees. The CEO may approve funding of professional development needs where these are agreed to in the PEMP or requested by the employee and the employee's manager.

88.2 Competency based training courses, such as those offered through TAFE, which result in the achievement of a certificate, Diploma or graduate Diploma are covered under Learning and Development.

89 Studies Assistance Scheme

89.1 The ILC may provide financial, leave or other assistance to an employee to undertake formal course of study at a tertiary institution.

89.2 Assistance may also be considered for employees who wish to undertake post secondary studies, thesis or professional courses which are not covered by Learning and Development that are considered relevant to the ILC and which provide direct or general benefits to the ILC.

89.3 The hours per week available to approved students for part-time study are as follows:

- a) Three hours per week for external/thesis students or part-time students with no face to face requirements during working hours. This time is cumulative and can be taken subject to operational requirements in blocks of up to one week at a time;

- b) Five hours maximum per week for standard part-time face to face study to attend approved study activities and up to three hours available for travel to and from study activities;
 - c) Ten hours maximum per week for standard part-time face to face study to attend approved study activities for Aboriginal people and Torres Strait Islanders and up to three hours available for travel to and from study activities.
- 89.4 An approved student will be entitled to leave of absence with pay to travel to and from, and to attend, compulsory examinations/assessments held during the approved student's ordinary hours of duty.
- 89.5 An approved student who is a part-time employee undertaking part-time study may apply for and be granted pro rata leave of absence with pay, or leave without pay for a proportionately equivalent study load, in accordance with the relevant provisions for full time employees.
- 89.6 The ILC may, on application by an approved student, grant financial assistance as follows:
- a) for the costs of the subject fees, text books and deferred and up-front HELP debt (formerly known as HECS);
 - b) for first or subsequent degrees, payment of an allowance up to \$1,300 per subject per academic year, to a maximum of 4 subjects;
 - c) the scope of the expenditure is not limited, however student union fees, HELP Indexation (interest), taxi or parking expenses and computer and software are excluded.
- 89.7 Financial assistance for a part-time employee will not be pro-rated.
- 89.8 The financial assistance will be paid through the ILC Payroll system and will be taxed.
- 89.9 Where an employee fails a subject, they will not be required to repay the monies already paid by way of a financial assistance. However, no further financial assistance will be payable for that subject.
- 89.10 Where an approved student is involved in 'non subject' related study, for example, a thesis, the financial assistance is limited to an equivalent amount capped at a maximum of \$3,400 pa. For Indigenous employees the amount will be capped at a maximum of \$4,400 pa. Reasonable travel (consistent with ILC Travelling Allowance) and other costs associated with required field work/research may be considered and will be paid as an allowance through the ILC Finance system, on presentation of receipts.

90 *Revocation of Studies Assistance Approval*

- 90.1 The CEO may revoke approved Studies Assistance due to, but not limited to:
- a) a subject in the course of study was not successfully completed;
 - b) the performance of the student's work area experienced significant adverse affects;
 - c) failure to successfully complete the subject or to balance work and study was not due to extenuating circumstances.
- 90.2 The ILC will give the approved student written notice of the decision.

PART L: Supporting a Safe and Healthy Workplace

91 *Work Health and Safety Responsibilities*

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

92 *Employee Assistance Program (EAP)*

- 92.1 The ILC will continue to provide access to an external professional employee assistance provider for employees and their families.
- 92.2 There will be no initial cost to employees who contact the counselling service. Up to six counselling sessions will be provided at no charge to the employee. This number can be increased at the discretion of the ILC if recommended by the counselling service and requested by the employee.
- 92.3 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.
- 92.4 If the employee and their manager agree, the provider may also be used to assist in providing advice and mediation in resolving workplace issues. The cost for such a service will be borne by the ILC.
- 92.5 Manager Assist Service: Managers may access the “Manager Assist” service provided by the current EAP supplier, on the same basis as above.
- 92.6 Absence on Duty: Employees may access this service during working hours if they so desire but will need to inform their manager that they are planning a work place absence, to visit the service. No explanation other than this will be necessary.

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

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

94 *Remote Area Skills and Resources*

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

95 *Vaccinations*

- 95.1 The ILC will make arrangements for the provision of selected vaccinations for all employees. 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 employees in particular. The ILC will pay the costs of obtaining these vaccinations. Vaccinations are encouraged but are not compulsory.

96 *Healthy Employees Scheme (HES)*

- 96.1 Employees will be paid a one off allowance through the ILC payroll system (taxed) per financial year on the first pay period after 3 October each year. The payment is made in anticipation that the employee will utilise this allowance towards the cost of activities and personal equipment/items, which contribute to improvement in an employee's health and well-being.
- 96.2 As at commencement of this agreement, the payment is \$613 per financial year. This allowance will be increased on the first pay period after 3 October each year, in line with CPI as advised by the Australian Bureau of Statistics for the 12 months to the preceding June quarter.
- 96.3 Ongoing employees may access the HES after successfully completing the 6 month probationary period. If confirmation of appointment is received after the nominal payment date, the allowance will be paid in the next available pay period.
- 96.4 If an ongoing employee returns from LWOP after the nominal payment date, the allowance will be paid in the next available pay period.
- 96.5 Non-ongoing employees must have completed 12 months service to be eligible for the HES. If 12 month's employment occurs after the nominal payment date, the allowance will be paid in the next available pay period.
- 96.6 Casual employees are not eligible for the HES.

97 *Team Participation Scheme*

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

98 *Eye Sight Testing*

- 98.1 All ongoing employees who use screen based equipment (SBE) can undertake an eyesight test on engagement. Non-ongoing and casual employees engaged for more than 6 months may undertake an eyesight test.
- 98.2 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 ILC 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.
- 98.3 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. Any employee who has been prescribed spectacles for the use of SBE must wear them when using SBE.

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

PART M: Workforce Engagement

99 Engagement of Employees

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

100 Non-Ongoing Employment

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

101 Casual Employment

- 101.1 Casual employees will receive payment for the hours that they actually work. The hours to be worked will be no greater than the hours the ILC requires them to carry out the work.
- 101.2 Each engagement that casual employees work will be a separate contract of employment which ceases at the end of that engagement.
- 101.3 Casual employees have no guarantee of ongoing or regular work.
- 101.4 Casual employees shall be paid a minimum of 3 hours pay for each engagement.

- 101.5 The following provisions of this Agreement do not apply to employees covered by this clause:
- a) hours and pattern of work;
 - b) regular part-time employment;
 - c) leave;
 - d) HES;
 - e) professional membership;
 - f) salary packaging;
 - g) learning and development;
 - h) studies assistance scheme; and
 - i) redeployment and redundancy.
- 101.6 A casual employee will be paid a 20% loading in lieu of paid leave entitlements (except Long Service Leave) and public holidays in lieu of working.
- 101.7 Casual employees will have no entitlement to paid annual leave. Time off as a result of sickness, injury, carers or compassionate leave will be unpaid. Any leave taken will be in accordance with the FW Act.
- 101.8 The ILC may at any time and in its absolute discretion terminate the employment of casual employees.

102 Probationary Employment

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

PART N: Workforce Adjustment

103 Employee Notice of Resignation

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

104 Termination of Employment

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

PART O: Redeployment and Redundancy Provisions

105 Excess Employees

105.1 The following provisions apply to all employees of the ILC with the exception of:

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

106 Definition of Excess Employee

106.1 An employee is an excess employee if in the opinion of the ILC:

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

107 Consultation with Potentially Excess Employees

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

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

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

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

107.4 Where the employee nominates a representative, the ILC will include the employee's representative in the Consultation Discussions.

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

108 Declaring an Excess Employee

- 108.1 At the conclusion of the Consultation Discussions set out in clause 107, the ILC may advise the employee in writing that they are an excess employee. Unless the ILC and employee agree to a shorter period of time for the Consultation Discussions, the ILC will not advise an employee that they are an Excess Employee until at least 8 weeks from the date they were first advised they were potentially excess.

109 Voluntary Redundancy Key Steps

- 109.1 Where an employee is advised that they are an excess employee in accordance with this Agreement, the employee may opt for either:
- a) accepting a voluntary redundancy; or
 - b) an opportunity to pursue redeployment followed by Voluntary Redundancy if they are not redeployed; or
 - c) a Retention Period in accordance with clause 115.
- 109.2 The employee will have a 4 week period (**Consideration Period**) from the date the employee has been advised they are excess to consider the three options specified in clause 109.1.
- 109.3 An employee, who has opted for an immediate Voluntary Redundancy consistent with clause 109.1(a), will not receive a Voluntary Redundancy and/or notice of termination before the end of the 4 week Consideration Period has concluded, unless they request otherwise.
- 109.4 An employee who opts to pursue redeployment consistent with clause 109.1(b), will have an 8 week period (**Redeployment Period**) from the date of notification that they are excess to pursue redeployment with assistance of a redeployment agent and/or the person nominated by the CEO. If they are not redeployed, a Voluntary Redundancy and notice of termination will follow at the end of the Redeployment Period. The employee may opt to end the Redeployment Period early in which case the employee will receive immediate Voluntary Redundancy and notice of termination.
- 109.5 An employee will only be given one offer of Voluntary Redundancy unless the CEO agrees otherwise.
- 109.6 As soon as possible following the employee being notified they have been declared excess and at the commencement of the 4 week Consideration Period specified in clause 109.2, the ILC will give the excess employee information on:
- a) the amount of the severance benefit, pay in lieu of notice and paid leave credits;
 - b) how to ascertain the amount of accumulated superannuation contributions;
 - c) options open to the employee concerning superannuation; and
 - d) any taxation rules applying to the various payments,
- which would be payable on Voluntary Redundancy.
- 109.7 The 4 week Consideration Period specified in clause 109.2 can be reduced at any time by the employee where the employee advises that they have been provided with the voluntary redundancy advice.

110 Accelerated Separation Option and Additional Payment

- 110.1 Where the ILC invites an excess employee to accept Voluntary Redundancy, the CEO may also invite the excess employee to accept an accelerated separation option.
- 110.2 In addition to the Redundancy Benefit set out in clause 112, a payment of a maximum of 4 weeks' salary in lieu of the Consideration Period specified in clause 109.2, may be made where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of Voluntary Redundancy.
- 110.3 If the excess employee agrees to Voluntary Redundancy after the 14 days, but employment is terminated before the end of the 4 week Consideration Period, only the unexpired period of the 4 week Consideration Period will be paid in lieu.

111 Period of Notice

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

112 Redundancy Benefit

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

113 Service for Redundancy Purposes

- 113.1 Service for redundancy pay purposes means service defined in the *Fair Work Act 2009 (Cth)* and is taken to include:
 - a) service in the ILC;
 - b) government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
 - c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - d) service with the Australian Defence Forces;

- e) 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
- f) service in another organisation where:
 - i. an employee was transferred from the ILC to that organisation with a transfer of function; or
 - ii. an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the ILC; and
 - iii. such service is recognised for Long Service Leave purposes.

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

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

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

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

114 *Rate of Payment - Redundancy Benefit*

114.1 For the purpose of calculating any payment for any redundancy benefit, “salary” will include:

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

115 *Retention Periods*

115.1 An excess employee who does not accept an offer of Voluntary Redundancy consistent with clause 109.1(a) or 109.1(b) will commence a Retention Period as follows:

- a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or

- b) 7 months for other employees.

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

- a) the day the employee is advised in writing by the ILC that the employee is an excess employee in accordance with clause 108.1; or
- b) 4 weeks after the day, on which the ILC, invites the employee to elect to be Voluntarily Redundant in accordance with clause 109.1.

115.3 During the retention period the ILC:

- a) will continue to take all reasonable steps to find alternative employment for the excess employee; and/or
- b) may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate Retention Period, the employee will continue to be paid at their previous level for the balance of the Retention Period. On redeployment within the ILC, the employee will have no further entitlement to a redundancy benefit under the NES or Clause 112.

115.4 During the Retention Period the employee:

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

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

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

115.7 If an employee's employment is to be terminated at the end of the Retention Period, and the employee would be entitled to a redundancy payment under the NES, the Retention Period specified in clause 115.1 will be reduced by the employee's redundancy payment entitlement under the NES on termination, calculated as at the expiration of the Retention Period (as adjusted by this clause).

115.8 For the avoidance of doubt:

- a) It is intended that compliance with the obligations imposed on the ILC and the employee during the Retention Period (as set out in clauses 115.3 and 115.4 above) will result in the employee obtaining alternative employment during the Retention Period; and
- b) Where the employee obtains a reasonable offer of alternative employment during the Retention Period, the employee's compliance with their obligations under clause 115.4 will in most circumstances require that offer be accepted; and
- c) Where the employee serving a Retention Period obtains alternative employment and voluntarily resigns from their position at the ILC, there will be no entitlement to a Redundancy Benefit under NES or Clause 112 of this Agreement.

116 Career Transition and Financial Assistance

- 116.1 Where an ILC employee has agreed to accept a Voluntary Redundancy or an Accelerated Separation option, while the employee remains employed by the ILC, the ILC will assist the excess employee to find other employment by, to a reasonable extent:
- a) providing professional career counselling, resume and job-seeking services through an ILC appointed accredited external provider;
 - b) providing the employee with reasonable time off with full pay to attend necessary employment interviews.
 - c) reimbursing expenses to attend interviews where expenses are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred upon production of invoices; and
 - d) reimbursing the employee's expenses up to a maximum of \$600 (GST inclusive) for consultation with a qualified financial adviser of the employee's choice upon production of invoices.
- 116.2 Where an employee has not elected to accept a voluntary redundancy and is serving a Retention Period or 8 week Redeployment Period, while the employee remains employed by the ILC, the ILC will assist the excess employee to find employment by:
- a) providing professional career counselling, resume and job-seeking services through an ILC appointed accredited external provider;
 - b) facilitating funded trial placements in other organisations (within the State) where vacancies or potential vacancies exist;
 - c) allowing the employee to attend professional development programs that may assist the employee to find other suitable employment;
 - d) providing the employee with reasonable time off with full pay to attend necessary employment interviews;
 - e) reimbursing expenses to attend interviews where expenses are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred upon production of invoices; and
 - f) reimbursing the employee's expenses up to a maximum of \$600 (GST inclusive) for consultation with a qualified financial adviser of the employee's choice upon production of invoices.
- 116.3 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 excess employee (or most suitable excess employee based on merit) will be selected unless the employee is assessed as not competent for the job.
- 116.4 The ILC will take reasonable steps to assign new duties to an excess employee at their substantive classification within the ILC.

PART P: Interpretations and Definitions

In this Agreement, unless contrary intention appears:

- i. "Act" means the Aboriginal and Torres Strait Islander Act 2005.
- ii. "Adoption and fostering" means at the expected day of placement, the child will be under school age and has not lived continuously with the employee for a period of 6 months. The child is not of the employee or the employee's spouse or de facto partner.
- iii. "Bandwidth" means the beginning and ends times (7am – 7pm) of the day when employees may undertake duty.
- iv. "Calendar day" means that there is 7 days to make-up a calendar week.
- v. "Casual Employee" means an employee with no expectations of continuing employment and is paid a loading on their salary in lieu of leave entitlements.
- vi. "Casual Loading" means an additional amount of pay in lieu of any Public Holidays on which the employee is not rostered to work (and does not work), paid leave except long service leave.
- vii. "Carer" means an individual who provides personal care, support and assistance to another individual who needs it because that other individual:
 - (a) has a disability;
 - (b) has a medical condition (including a terminal or chronic illness);
 - (c) has a mental illness; or
 - (d) is frail and aged.For the full definition of a Carer, please refer to the Carer Recognition Act 2010.
- viii. "CEO" means the person appointed under section 192K of the Act and includes an Acting CEO appointed under section 192P of the Act.
- ix. "Continuous Service" means the period of employment that have not been affected by leave/absences which does not count for service (e.g. leave without pay).
- x. "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.
- xi. "Enterprise Agreement" means an agreement made under section 172(2)(a) of the Fair Work Act 2009.
- xii. "Corporation" has the same meaning as the Indigenous Land Corporation in section 191 A of the Act.
- xiii. "EL1" means employees in the classification group EL1 (Executive Level 1) according to the ILC Work Level Standards.
- xiv. "EL2" means employees in the classification group EL2 (Executive Level 2) according to the ILC Work Level Standards.

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

- xxxi. "Performance Agreement" means the agreement made between the CEO and the employee in accordance with the ILC Performance Evaluation and Management Program.
- xxxii. "Primary Care Giver" means the person who assumes the principle responsibility of providing care/attention to child/children/family member on a day-to-day basis.
- xxxiii. "Reasonable Additional Hours" means any agreed additional hours that are in excess of ordinary hours worked.
- xxxiv. "Request in writing" means it can be written via email rather than formal internal memo.
- xxxv. "SEE" means Senior Executive Employee.
- xxxvi. "Section/Divisional Manager" means the Manager responsible for the section/directorate or division of the ILC.
- xxxvii. "Settlement period" means the four week period over which credits and debits of time within the bandwidth is calculated for Flexi-time.
- xxxviii. "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).
- xxxix. "Standard hours" means attendance from 8.30 am to 12.30 pm and 1.30 pm to 5pm with an hour for lunch.
- xl. "TOIL" means Time off in Lieu.

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

PART Q: Formal acceptance of Agreement and Signatures

Employer: Indigenous Land Corporation

Signed for, and on behalf of, the Indigenous Land Corporation, Level 7, 121 King William Street
Adelaide SA 5001

..... J.S. Maher 14 / 12 / 2018
Signed Date
Full Name: John Steven Maher
Position: Chief Executive Officer

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union, 101 Henley Beach Road
Mile End SA 5031

..... A. Waters 17 / 12 / 2018
Signed Date
Full Name: ALISTAIR WATERS
Position: CPSU NATIONAL PRESIDENT

Bargaining Representative:

Full Name: Stephen Joseph Smith
Address: Level 2, 67 Astor Terrace, Spring Hill QLD 4000

..... S. Smith 14 / 12 / 2018
Signed Date

Bargaining Representative:

Full Name: Sheelagh Louise Loss
Address: Level 7, 121 King William Street, Adelaide SA 5000

..... S. Loss 17 / 12 / 2018
Signed Date

SCHEDULE A: ILC Classification Structure

Pay Points	Base Salary prior to Commencement of Agreement	4% Increase to Base Salary on Commencement of Agreement	1% Increase to Base Salary 12 months after Commencement	1% Increase to Base Salary 18 months after Commencement
ILC1.1	46,490	\$48,350	\$48,833	\$49,321
ILC1.2	47,727	\$49,636	\$50,132	\$50,634
ILC1.3	\$48,998	\$50,958	\$51,467	\$51,982
ILC1.4	51,641	\$53,707	\$54,244	\$54,786
ILC1.5	53,016	\$55,137	\$55,688	\$56,245
ILC1.6	54,429	\$56,606	\$57,172	\$57,744
ILC2.1	57,611	\$59,915	\$60,515	\$61,120
ILC2.2	59,287	\$61,658	\$62,275	\$62,898
ILC2.3	\$61,010	\$63,450	\$64,085	\$64,726
ILC2.4	64,611	\$67,195	\$67,867	\$68,546
ILC2.5	66,490	\$69,150	\$69,841	\$70,540
ILC2.6	68,423	\$71,160	\$71,872	\$72,590
ILC3.1	71,213	\$74,062	\$74,802	\$75,550
ILC3.2	73,518	\$76,459	\$77,223	\$77,996
ILC3.3	\$74,913	\$77,910	\$78,689	\$79,476
ILC3.4	79,568	\$82,751	\$83,578	\$84,414
ILC3.5	82,943	\$86,261	\$87,123	\$87,995
ILC3.6	86,462	\$89,920	\$90,820	\$91,728
EL1.1	94,824	\$98,617	\$99,603	\$100,599
EL1.2	99,503	\$103,483	\$104,518	\$105,563
EL1.3	104,184	\$108,351	\$109,435	\$110,529
EL2.1	114,769	\$119,360	\$120,553	\$121,759
EL2.2	121,003	\$125,843	\$127,102	\$128,373
EL2.3	127,517	\$132,618	\$133,944	\$135,283
LEGAL STRUCTURE				
L1.1	\$56,408	\$58,664	\$59,251	\$59,843
L1.2	\$60,368	\$62,783	\$63,411	\$64,045
L1.3	\$64,460	\$67,038	\$67,709	\$68,386
L1.4	\$68,771	\$71,522	\$72,237	\$72,959
L1.5	\$73,224	\$76,153	\$76,914	\$77,684
L1.6	\$77,984	\$81,103	\$81,914	\$82,734
L1.7	\$82,945	\$86,263	\$87,125	\$87,997
L1.8	\$89,783	\$93,374	\$94,308	\$95,251
L1.9	\$97,265	\$101,156	\$102,167	\$103,189
L1.10	\$104,747	\$108,937	\$110,026	\$111,127
L1.11	\$112,229	\$116,718	\$117,885	\$119,064
L1.12	\$118,464	\$123,203	\$124,435	\$125,679
L2.1	\$125,116	\$130,121	\$131,422	\$132,736
L2.2	\$130,280	\$135,491	\$136,846	\$138,215

SCHEDULE B: Supported Wage System

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

C.2 In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system. **Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full wages in this Agreement because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

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

Assessed capacity [sub-clause (d)]	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

C.4.2 Provided that the minimum amount payable must be not less than the amount specified by the Fair Work Commission.

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

C.5 Assessment of capacity

C.5.1 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

C.5.2 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the FWC.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial Period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

C.10.3 The minimum amount payable to the employee during the Trial Period must be not less than the amount specified by the Fair Work Commission.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5

2 April 2019

Dear Commissioner Platt

Indigenous Land and Sea Corporation (AG2018/7176)

Undertaking (s.190 of the *Fair Work Act 2009*)

The Indigenous Land and Sea Corporation (ILSC) hereby undertakes the following in relation to the Indigenous Land Corporation Enterprise Agreement:

1. Annual Leave

Clause 43 of the agreement provides that an employee will be entitled to 20 days annual leave for each completed year of service, accruing on a daily basis. This clause is intended to provide for four (4) weeks of paid annual leave in accordance with the National Employment Standards.

2. Part-time Employment

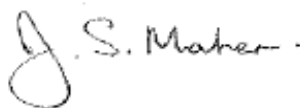
In clause 33 of the Agreement dealing with part-time employment, we undertake that employees who are employed on a part-time basis will be engaged for a minimum of three (3) consecutive hours on any shift (or alternative period agreed by the ILSC and the employee).

3. Additional Part time Hours

The second sentence under clause 34.1 of the agreement; *"Additional hours worked up to a standard 37.5 hours per week 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,"* is to be deleted and replaced with the following:

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

Signed for and on behalf of the employer



John Maher
Group CEO

2 April 2019