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**IMB Ltd IMB Direct  
Employee  
Collective Agreement 2008**

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## **1. PARTIES TO THE AGREEMENT**

- 1.1 This Employee Collective Agreement ("Agreement") is made in accordance with the requirements of the Workplace Relations Act 1996 ("the Act") between IMB Ltd, (ABN 92087651974), of 253-259 Crown Street Wollongong NSW 2500, ("the Company") and the employees at IMB Direct within the classifications of Grades 1 – 5 in the case of IMB Direct Administration and Support Employees and Positions 1 – 4 in the case of IMB Direct Phone Consultant Employees as set out in this Agreement at the location(s) set out in clause 5 of this Agreement ("the Employees")

## **2. AGREEMENT PREVAILS**

- 2.1 Except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award, or industrial instrument.

## **3. COMMENCEMENT AND NOMINAL EXPIRY**

- 3.1 This Agreement comes into operation on the seventh day after the date specified in a notice from the Workplace Authority advising that the agreement has passed the No Disadvantage Test.
- 3.2 The nominal expiry date of this Agreement is 31 August 2010.

## **4. COVERAGE OF AGREEMENT**

- 4.1 This Agreement will regulate the employment of the IMB Direct Employees as defined in clause 45.

## **5. LOCATION**

- 5.1 This Agreement will operate at the offices of IMB Direct, currently at 135-143 Princes Hwy, Fairy Meadow, NSW.
- 5.2 IMB may require the IMB Direct Employees to work at different locations to suit the needs of its business.

## **6. OBJECTIVES**

- 6.1 The objectives of this Agreement are to:
- 6.1.1 effectively implement a standardised framework of employment conditions that meet the needs of both IMB business and the collective needs of IMB Direct Employees;
  - 6.1.2 effectively provide flexibility in working arrangements for both IMB and IMB Direct Employees;
  - 6.1.3 ensure IMB's pay structure and working conditions are rewarding to IMB Direct Employees, and are relevant to and support the achievement of IMB's overall corporate goals and objectives;
  - 6.1.4 assist and support the reinforcement of IMB's core values (as set out in clause 7.3) and culture;
  - 6.1.5 assist in building stronger relationships between IMB and its IMB Direct Employees; and
  - 6.1.6 assist IMB in remaining competitive.

## **7. COMMITMENT**

- 7.1 This Agreement reflects the ongoing commitment of IMB and IMB Direct Employees to develop a progressive and modern working environment that provides the conditions for a constructive and effective employment relationship between IMB and its employees. This is to be achieved by an acceptance of, and an ongoing commitment to, the IMB core values and recognition of the obligations of management and IMB Direct Employees as set out in this Agreement.

### **Collective Bargaining**

- 7.2 The parties to this Agreement are committed to ensuring that this Agreement is the basis of employment conditions for IMB Direct Employees at IMB. It is the outcome of collective bargaining between IMB and the IMB Direct Employees.

### **IMB core values**

- 7.3 IMB's values reflect the way we do things at IMB. They are the guiding principles by which we run the business and conduct ourselves in all interactions with our colleagues, our customers, our suppliers and all other stakeholders. They are:
- 7.3.1 **Integrity** - Maintaining and promoting social, ethical, and organisational standards in conducting internal and external business activities.
  - 7.3.2 **Community** - Enhancing each others sense of belonging within the organisation and the IMB community as a whole.
  - 7.3.3 **Co-Operation** - Working co-operatively and effectively with others to accomplish organisational goals.
  - 7.3.4 **Excellence** - Demonstrating excellence and consistently showing initiative through actions and decisions.
  - 7.3.5 **Respect** - Showing respect for the individual in all interactions and activities

### **IMB's commitments**

- 7.4 IMB's management will use its best endeavours to nurture and maintain a work environment that:
- 7.4.1 provides a suitable balance of the needs of all stakeholders; namely, IMB Direct Employees, members and clients, shareholders, and the community.
  - 7.4.2 is focused on optimum productivity and excellence in serving IMB's members;
  - 7.4.3 seeks to utilise and develop the skills and knowledge of IMB Direct Employees to meet the needs of the individual and IMB's business needs;
  - 7.4.4 provides for the pursuit of flexible working conditions which better service IMB's members and facilitate and support operational and individual requirements;
  - 7.4.5 enables IMB Direct Employees and Line Management to design and develop effective communications and IMB Direct Employees relations practices;
  - 7.4.6 is both safe and rewarding;
  - 7.4.7 provides for genuine consultation and concern for its IMB Direct Employees;
  - 7.4.8 promotes communication and feedback by:
    - (a) ensuring IMB Direct Employees are informed on a timely basis of issues relating to their work and IMB's business as a whole that will directly impact on them;

- (b) maintaining open, honest and free, formal and informal communication channels, with the opportunity to provide feedback; and
- (c) encouraging and supporting communication and interaction across all IMB's departments.

### **Employee commitments**

7.5 All IMB Direct Employees will use their best endeavours to:

- 7.5.1 act as members of the total IMB team by effectively executing their job responsibilities, including taking steps to ensure safety, quality, accuracy and completion of any task assigned by IMB;
- 7.5.2 be accountable for their decisions and actions;
- 7.5.3 deliver long term member satisfaction by fully utilising their skills and knowledge, including the performance of duties that are incidental or peripheral to their main tasks or functions;
- 7.5.4 maintain a high level of proficiency in their area(s) of expertise;
- 7.5.5 effectively participate in problem solving activities in the workplace;
- 7.5.6 perform work lawfully and reasonably required of them by IMB, and obey such directions from Line Management;
- 7.5.7 assist in the removal of demarcation barriers;
- 7.5.8 agree to transfer or perform any work within the scope of their skill and competence;
- 7.5.9 implement IMB's critical focus on productivity and member service; and
- 7.5.10 act ethically, constructively and co-operatively with IMB Direct Employees, members and business associates.

## **8. DUTIES**

8.1 Employee duties and responsibilities include the following:

- (a) IMB Direct Employees must carry out all lawful and reasonable instructions given to the Employee by IMB in relation to the IMB Direct Employees employment.
- (b) IMB Direct Employees must serve IMB faithfully, efficiently and diligently and exercise all due care and skill in the performance of the IMB Direct Employees respective duties.
- (c) IMB Direct Employees must refrain from acting or giving the appearance of acting contrary to the interests of IMB.
- (d) IMB Direct Employees must not solicit or attempt to persuade any members of IMB to use the services of any other business.
- (e) IMB Direct Employees must keep confidential all know how and trade secrets the IMB Direct Employee acquire during the IMB Direct Employees respective employment with IMB, including techniques, product information, member lists and any other information which is confidential to IMB.
- (f) IMB Direct Employees must carry out any other duties reasonably required by IMB that are consistent with the IMB Direct Employees respective skills and abilities.

## **9. PROBATION PERIOD**

- 9.1 The first 3 months of the IMB Direct Employee's employment will be a probationary period. During this period, either IMB or an IMB Direct Employee may terminate the employment with 1 week notice or payment in lieu of notice or forfeiture by the IMB Direct Employee of remuneration or entitlements in lieu of notice. This probation period does not affect any qualifying period set out by the Act.

## **10. HOURS OF WORK**

### **10.1 Full-Time Employees**

- (a) Full-time IMB Direct Employees will be told of their status prior to commencing full-time work with IMB and be required to work:
- (i) 150 hours over a 4 week roster cycle ("Ordinary Hours"); and
  - (ii) reasonable additional hours.

### **10.2 Part-time Employees**

- (a) A part-time IMB Direct Employee will be told of their status prior to commencing part-time work with IMB and will be required to work:
- (i) a minimum of 40 hours and less than 150 hours per 4 week roster cycle ("Ordinary Hours");
  - (ii) where a part time IMB Direct Employee is rostered for a shift, that shift shall be a minimum of 2 hours.
  - (iii) Part-time IMB Direct Employees are entitled, on a pro-rata basis, to the same conditions and benefits as provided for Full-time IMB Direct IMB Direct Employees under this Agreement, and
  - (iv) reasonable additional hours.

### **10.3 Fixed Term Employee**

- (a) A 'Fixed Term IMB Direct Employee' is any Staff member engaged on a full time or part time basis under a contract, provided that the maximum term is not more than 13 months.
- (b) Fixed Term IMB Direct Employees are entitled, on a pro-rata basis, to the same conditions and benefits as Full Time IMB Direct Employees provided in this Agreement.

### **10.4 Job Share**

- (a) Job sharing is an arrangement where two IMB Direct Employees voluntarily share all the duties and responsibilities of a continuing or fixed term position.
- (b) Job sharing of a full time positions does not extend to sharing on a part day basis
- (c) Job sharing IMB Direct Employees are entitled, on a pro-rata basis, the same conditions as provided for permanent full time IMB Direct Employees under this agreement
- (d) The conditions under which Job share arrangements shall operate will be detailed in the IMB Ltd Job Share Policy as varied from time to time
- (e) The IMB will permit IMB Direct Employees to enter into job share arrangements in identified positions, provided:
- The IMB is satisfied that the level of efficiency will not suffer as a result of the arrangement;
  - Minimal additional supervision and administration is required;

- Minimal additional support costs are incurred, and
- The arrangements are clearly understood by both parties from the outset, (including how such arrangements may be terminated), and are varied as little as possible.

(d) At all times, IMB maintains the discretion to refuse an application for job share

## 10.5 Casual Employees

- (a) A casual IMB Direct Employee will be engaged and paid by the hour, provided that the minimum engagement shall be not less than 2 hours per day. From time to time a casual IMB Direct Employee may be rostered on a regular basis, such IMB Direct Employee does not have an entitlement to regular or continuous work.
- (b) Casual IMB Direct Employees are entitled to the same conditions and benefits as provided for Full time IMB Direct Employees other than:
- Termination and redundancy provisions; and
  - Leave entitlements, including but not limited to:
    - annual leave
    - personal leave (sick leave and carer's leave)
    - compassionate leave
    - jury leave
- (c) Subject to the provisions of the Workplace Relations Act, 1996 (Cth), eligible casual IMB Direct Employees employed with IMB on a regular and systematic basis for a period of at least 12 months are entitled to unpaid parental leave.
- (d) Subject to the provisions of the Workplace Relations Act, 1996 (Cth), casual IMB Direct Employees have specific unpaid carer's leave entitlements.
- (e) In substitution of all entitlements to which Casual IMB Direct Employees are not entitled that are otherwise payable to Staff, a loading of 20% on the Ordinary Hourly Rate will be paid to Casual IMB Direct Employees.

## 11. CLASSIFICATIONS & SALARIES

11.1 Full-time IMB Direct Employees will receive an annual salary for the work carried out in their position as follows:

### IMB Direct Administration and Support Employees

Grade	Salary
Grade 1	\$31,330
Grade 2	\$32,767
Grade 3	\$35,096
Grade 4	\$38,164
Grade 5	\$42,474

### IMB Direct Phone Consultants Employees

Position	Entry Level	Competent Level
Position 1	\$30,086	\$31,579
Position 2	\$32,649	\$34,410



Position 3	\$38,220	\$40,549
Position 4	\$40,950	\$43,000

- (a) Part-time IMB Direct Employees will be paid a pro-rata amount of the full-time annual salary.
  - (b) Salaries will be paid fortnightly.
  - (c) During the life of this Agreement no ordinary rate of pay will fall below the relevant minimum wage set by the Australian Fair Pay and Conditions Standard or the federal minimum wage (as applicable).
  - (d) Under this agreement, a 4.5% wage increase will be applied to remuneration rates of IMB Direct Employees, based upon the minimum rates set out in clause 11.1 of this agreement, effective on the first pay period in September 2009.
- 11.2 The rates of pay set down in the agreement are minimums. IMB Direct Employees may receive payments above these minimums at IMB's discretion.
- 11.3 The IMB Direct Employees' respective salary will be paid by electronic funds transfer to an IMB account as nominated by each IMB Direct Employee.
- 11.4 An IMB Direct Employee will be notified in writing of any changes to his / her ordinary hourly rate of pay as may be agreed between the parties during the nominal life of this Agreement.
- 11.5 IMB may deduct contributions or payments for approved purposes from the IMB Direct Employees pay, only if the IMB Direct Employee gives IMB written authority, or where IMB is otherwise required by law.

## 12. BONUS

- 12.1 A performance bonus may be paid to an IMB Direct Employee at any time at the absolute discretion of IMB.
- 12.2 Additionally, from the first pay period in September each year, IMB will reward IMB Direct Employees based on their level of achievement demonstrated in their particular role against individual goals, key result areas and level of individual competence measured by reference to IMB's Performance Appraisal System. IMB will establish the Performance Appraisal Bonus Scheme for this purpose. Based on their overall performance rating achieved through IMB's Performance Appraisal System each year, the IMB Direct Employee has the opportunity to receive a bonus payment, calculated according to Part 4 of Schedule 1 attached to this Agreement. Details of IMB's performance appraisal bonus scheme and the Performance Appraisal System are outlined in the Schedule 1 to this Agreement. All performance based bonus payments will be paid on the first pay period in September 2008 and September 2009 respectively.
- 12.3 IMB Direct Employees whose length of service is less than 6 months at the time of the performance review, shall not be eligible to receive a bonus payment.
- 12.4 The bonus entitlements set down in the agreement are minimums. IMB Direct Employees may receive payments above these minimums at IMB's discretion.
- 12.5 Unless otherwise provided for under this agreement, no other incentive-based payments or performance bonuses shall be payable to IMB Direct Employees under any circumstances.

### **13. SALARY PACKAGING**

- 13.1 Where agreed between IMB and full time or part time IMB Direct Employee, IMB may offer salary packaging in respect of salary. Neither the IMB nor IMB Direct Employees may be compelled to enter into a salary packaging agreement.
- 13.2 Salary packaging shall mean that IMB Direct Employees will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the IMB Direct Employee but is payable to a bona fide third party.
- 13.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement and shall be subject to the following provisions:
- 13.3.1 IMB shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation; this does not constitute or include financial advice to IMB Direct Employees.
  - 13.3.2 IMB Direct Employees will be given the opportunity by IMB to seek independent advice prior to entering into any salary packaging agreement;
  - 13.3.3 where there is an agreement to salary package, the agreement shall be in writing and made available to IMB Direct Employees;
  - 13.3.4 IMB Direct Employees shall have access to details of the payments and transactions made on their behalf;
  - 13.3.5 IMB has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase in the costs of, salary packaging arrangements;
  - 13.3.6 in the event that IMB withdraws from a salary packaging agreement, the individual IMB Direct Employees salary will revert to whichever is the higher of:
    - (i) The ordinary time rate of pay that applied to the IMB Direct Employee prior to the commencement of the salary packaging agreement; or
    - (ii) The applicable rate specified in Clause 11.1 of this agreement
  - 13.3.7 notwithstanding any of the above arrangements, IMB or IMB Direct Employees may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
  - 13.3.8 the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 21.3, Annual Leave Loading, will be based on the ordinary time rate of pay that the IMB Direct Employee would have received in the absence of the salary packaging arrangement;
  - 13.3.9 unless there is agreement between IMB and IMB Direct Employees to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

## **14. SCHEDULING OF HOURS**

- 14.1 Line Management is responsible for the scheduling of hours. The hours of work are scheduled taking into consideration:
- 14.1.1 needs of the members;
  - 14.1.2 needs of the business; and
  - 14.1.3 the personal circumstances of the IMB Direct Employees.
- 14.2 When rostering IMB Direct Employees, Line Management shall make reasonable endeavours to share rostered days evenly amongst IMB Direct Employees, having regard to the needs of the business. Managers will aim to arrange IMB Direct Employee rosters two weeks in advance. IMB Direct Employees may arrange to swap their rostered day with another IMB Direct Employee providing that they have discussed the issue with, and gained approval in writing from, the relevant managers concerned in advance. IMB Direct Employees will be required to give two weeks notice of planned leave. Emergency/unplanned leave will be assessed on an individual basis.
- 14.3 Line Management may amend IMB Direct Employee rosters in order to meet essential business/member needs. In this case, Line Management will first consult with the IMB Direct Employees concerned and attempt to address IMB Direct Employees needs in relation to any changes to their rosters, and will aim to provide 24 hours notice of any roster changes.
- 14.4 In the interests of occupational health and safety, IMB will not roster IMB Direct Employees to work, nor will IMB Direct Employees work, more than 10 continuous hours of work in any one day as Core Hours, or more than a total of 16 hours of continuous work in any one day, taking into account all Core Hours of work and any overtime worked. For the purpose of this sub-clause, time taken during authorised breaks shall be included in the calculation of continuous work.
- 14.5 Unless otherwise stated in this Agreement, time worked during Core Hours will be paid at the Ordinary Hourly Rate.

## **15. BREAKS**

### **Entitlement to meal breaks and other breaks**

- 15.1 IMB Direct Employees shall be entitled to an unpaid meal break of between 30 and 60 minutes duration not later than 5 hours after commencing their rostered shift, unless agreed by the relevant IMB Direct Employee. In addition IMB Direct Employees shall be entitled to at least one paid 15 minute break after 3 hours of continuous work, except when his/her meal break is due. Line Management may determine other breaks they deem reasonable.

### **Scheduling and duration of breaks**

- 15.2 The timing and duration of all breaks will be structured by Line Management to meet IMB's operational requirements. The scheduling of meal breaks, where applicable, shall have regard to the scheduled start and finish times of relevant IMB Direct Employees.

### **Break between shifts**

- 15.3 In the interests of occupational health and safety, IMB Direct Employees required to work additional hours which continue on from their normal rostered shift, will receive a break of at least 10 hours, inclusive of travel, before commencing another work shift.

- 15.4 Notwithstanding clause 15.3, IMB Direct Employees may apply to work additional hours without a break of 10 hours, in which case there shall be no entitlement to penalty rates, or other payment. This application to work additional hours must be made in writing.
- 15.5 Notwithstanding clause 15.3, IMB may require IMB Direct Employees to work without a break of at least 10 hours, however must pay the IMB Direct Employee so required to work at the rate of 200% of their Ordinary Hourly Rate until they are released from duty and have had a break of at least 10 consecutive hours.

#### **Rest Days**

- 15.6 It is recognised that IMB Direct Employees will not always have 2 consecutive days off work in every work cycle of 7 days. However, IMB will make reasonable endeavours to ensure that IMB Direct Employees are not required to work more than 6 consecutive days in any work cycle of 7 days. For staff working on a Saturday, Management will endeavour to roster 2 consecutive days off in a 4 week cycle.

#### **Other Rest Breaks**

- 15.7 Other than those breaks identified in this Agreement, IMB Direct Employees will not be entitled to any other rest breaks.

### **16 OVERTIME**

- 16.1 If, due to IMB's business needs, Line Management requires IMB Direct Employees to work overtime, they will first call for volunteers. In the event of there being insufficient volunteers, IMB may require IMB Direct Employees to work overtime in order to meet the operational requirements. IMB Direct Employees shall be entitled to payment for overtime where such overtime has been directed by Line Management to be undertaken, or, if overtime is requested by an individual IMB Direct Employee, it has been authorised in advance by Line Management before the overtime is worked.
- 16.2 An IMB Direct Employee will be paid an additional 50% of the IMB Direct Employee's ordinary hourly rate for the first 2 hours of overtime, and an additional 100% of the IMB Direct Employee's ordinary hourly rate thereafter.
- 16.3 Subject to clause 16.1, overtime commences when:
- 16.3.1 in excess of 150 hours in the 4 week roster cycle have been worked by the IMB Direct Employee, unless the IMB Direct Employee elects to convert such time worked to Time in Lieu (up to a maximum of 37.5 hours); or
  - 16.3.2 the IMB Direct Employee eligible for and in receipt of a stand-by/call-back allowance is recalled to work: or
  - 16.3.3 the IMB Direct Employee has completed the period of work for which the IMB Direct Employee has been rostered on any particular day, and is required to return to work after the time rostered for the IMB Direct Employee for that day, where such return to work is not continuous or at the conclusion of a break from work.
- 16.4 In calculating overtime, each day stands alone.
- 16.5 Overtime calculations will be rounded forward to the nearest 15 minutes, 30 minutes, 45 minutes or 60 minutes of any hour that the IMB Direct Employee ceases work. (Example: if an IMB Direct Employee ceases work at 9:01pm, the calculation of overtime rounds up the time worked by that IMB Direct Employee to 9:15pm).
- 16.5 Despite the above, an IMB Direct Employee may agree to take time off at a later date in lieu of payment for overtime and in such case:

- (a) the IMB Direct Employee will receive an amount of time off equivalent to the amount of overtime worked; and
- (b) the time off must be taken at a time agreed between IMB and the relevant IMB Direct Employee.

#### **Employees on stand-by/call-back**

- 16.7 IMB Direct Employees who are entitled to payment at overtime rates under clause 16.3.2 of this Agreement will be paid for a minimum of 2 hours work, notwithstanding that less than 2 hours work may be required. However, if the IMB Direct Employee is recalled to work more than once on any particular day, that IMB Direct Employee is only entitled to additional payment for time additional to 2 hours work, calculated according to actual time spent attending work (including travel to and from work by the most direct route).

#### **Employees required to return to work**

- 16.8 IMB Direct Employees who are entitled to payment at overtime rates under clause 16.3.3 of this Agreement will be paid for a minimum of 4 hours work, notwithstanding that less than 4 hours work may be required.

#### **Sunday Work**

- 16.9 Subject to clause 16.7 of this Agreement, IMB will pay to IMB Direct Employees who are required to perform work on a Sunday at the rate of 200% of their Ordinary Hourly Rate for a minimum of 4 hours work, notwithstanding that less than 4 hours work may be required.
- 16.10 Clause 16.9 of this Agreement does not apply to work performed on a Sunday by an IMB Direct Employee where that IMB Direct Employee has requested to work on that particular Sunday.

#### **No extra loadings payable**

- 16.11 Unless otherwise prescribed by this Agreement and applicable Schedules, no other overtime or shift work loadings or other penalty rates are payable to IMB Direct Employees under this Agreement.

### **17 TIME IN LIEU**

#### **Option for Employees to accrue Time in lieu of overtime payments**

- 17.1 IMB Direct Employees may elect to accrue time for those periods worked that would otherwise give rise to an entitlement to overtime payments.
- 17.2 Where an IMB Direct Employee makes an election under clause 17.1 of this Agreement, no payment for overtime is payable by IMB.
- 17.3 IMB Direct Employees may accrue up to a maximum of 37.5 hours of Time in lieu over a 12 month period (Calendar Year).

#### **Taking of Time in lieu**

- 17.4 Subject to approval in writing being given by Line Management, IMB Direct Employees may take Time in lieu in periods of a minimum 60 minutes at a time. Line Management will not unreasonably refuse a request by an IMB Direct Employee to take Time in lieu.

- 17.5 IMB Direct Employees must give at least 48 hours notice to Line Management of the intention to take Time in lieu.

#### **Payment of Time in Lieu**

- 17.6 Where an IMB Direct Employee has Time in lieu of 37.5 hours for a period of 12 months, IMB will pay to the IMB Direct Employee the amount equivalent to 37.5 hours at the Ordinary Hourly Rate, calculated at the time the accrual of 37.5 hours first took place. Where this occurs, the IMB Direct Employee may recommence accruing Time in lieu.
- 17.7 IMB Direct Employees may elect to have the payment of money for Time in lieu pursuant to clause 17.6 of this Agreement made to their nominated superannuation fund; a minimum of 37.5 hours is to be transferred. If no such election is made, IMB will make the payment of money for Time in lieu to the IMB account to which the IMB Direct Employee has their wages paid.

### **18 MOTOR VEHICLE EXPENSES**

- 18.1 IMB Direct Employees will be reimbursed \$0.61 per kilometre for all work related travel in their own vehicle, provided that an IMB Direct Employee obtains prior approval from IMB for this expense.

### **19 WORK RELATED EXPENSES**

- 19.1 IMB Direct Employees will be reimbursed for all reasonable expenses approved by IMB and incurred in the proper performance of the IMB Direct Employees' duties and responsibilities. If an IMB Direct Employee claims reimbursement of any expenses, the IMB Direct Employee must produce evidence to IMB's satisfaction of payment for such expenses.

### **20 ALLOWANCE**

#### **First Aid Allowance**

- 20.1 IMB Direct Employees required to perform first aid by IMB, who hold a current St John's Ambulance First Aid Certificate or equivalent, will be paid a first aid allowance of \$9.60 per week.

#### **Fee Free Allowance**

- 20.2 In recognition of the requirement for IMB Direct Employees to hold an IMB account into which their net pay is transferred, the greater of the following will be applied
- 20.2.1 A 'fee free' allowance of \$8.00 per month will apply to the most expensive IMB account held by an IMB Direct Employee as the primary account holder, in addition to any existing allowance.
- 20.2.2 The fee reduction enjoyed by IMB Direct Employees under IMB's new transaction account available from November 2008.

#### **Meal Allowance**

- 20.3 IMB Direct Employees who are required and authorised to work beyond 11 hours in any one shift, will be paid a meal allowance of \$11.65 per shift, except where IMB has provided a suitable meal to the IMB Direct Employee.

#### **Stand-by/call-back Allowance**

- 20.4 IMB will pay to an IMB Direct Employee who has volunteered to be, and is, rostered by IMB to hold himself or herself out in readiness to perform work (including work relating to Automatic Telling Machines) outside that IMB Direct Employees Core Hours, an allowance of \$8.10 per day Monday to Friday (inclusive), or \$16.15 per day on Saturdays,

Sundays, and Public Holidays and the extra holiday referred to in clauses 26.6 of this agreement

#### **Higher Duties Allowance**

- 20.5 A higher duties allowance will be paid to the IMB Direct Employee where he/she is performing the duties of a higher graded position for a continuous period of at least 3 days or more. The allowance will be based on the minimum equivalent rate of pay for that other position. Positions not covered in this Agreement will be paid at the minimum grade of the position being relieved.
- 20.6 The higher duties allowance is not payable unless approval is first obtained in writing to perform the higher duties from Line Management before the IMB Direct Employee commences any such higher duties.
- 20.7 IMB Direct Employees will be paid a higher duties allowance for each full day of higher duties performed on and from the eleventh day of higher duties performed during the preceding 12 month period, even if such days worked performing higher duties are not consecutive
- 20.8 The performance of higher duties by IMB Direct Employees will be recognised in that IMB Direct Employees performance appraisal.

#### **Living away from home and travelling allowance**

- 20.9 Where an IMB Direct Employee is required to temporarily live away from home in the course of duty, IMB will reimburse to the IMB Direct Employee expenses incurred in travelling to and from the place of work at which the IMB Direct Employee is required to work, and provide payment at the Ordinary Hourly Rate for half of all time spent travelling to and from that workplace that is outside Core Hours. In addition, IMB will pay for all reasonable expenses actually incurred for board and lodging.
- 20.10 When an IMB Direct Employee is required to travel away from the IMB Direct Employees usual place of work, IMB will provide to that IMB Direct Employee (where applicable):
- 20.10.1 payment for all expenses reasonably incurred by the IMB Direct Employee.
- 20.10.2 payment at the Ordinary Hourly Rate for half of all time spent travelling outside Core Hours that is in excess of the usual time taken by the IMB Direct Employee in travelling to and from their usual place of work.
- 20.10.3 where IMB provides a vehicle, the upkeep, registration, insurance, maintenance, and running expenses.
- 20.10.4 where the usual means of transport are not available, transport home, or payment at the Ordinary Hourly Rate for the time reasonably taken for the IMB Direct Employee to reach home, and any reasonable expense incurred by the IMB Direct Employee in reaching home.

#### **Training Allowance**

- 20.11 Where an IMB Direct Employee is required to train other IMB Direct Employees in addition to their usual duties for a period of more than one day, IMB will pay an allowance to that IMB Direct Employee of \$4.00 per day. However, this allowance is not payable where such training is of an isolated or incidental nature, or where an IMB Direct Employee undertakes training and whose duties involve supervisory duties.

#### **No Other Allowances Payable**

- 20.12 Other than those allowances provided for under this Agreement, no other monetary allowances shall be payable under this Agreement under any circumstances.

## **21. ANNUAL LEAVE**

- 21.1 This clause applies only to full-time and part-time IMB Direct Employees.
- 21.2 IMB Direct Employees are entitled to annual leave in accordance with the relevant provisions of the Act.
- 21.3 IMB Direct Employees will be paid an additional 17.5% loading on top of their ordinary pay for the period that the IMB Direct Employee is on annual leave. The loading is not payable for annual leave is taken in advance or for the payment of accrued (but not taken) annual leave on termination.
- 21.4 An IMB Direct Employee may elect to forego some of their annual leave and receive payment instead of taking that annual leave. The amount of annual leave an IMB Direct Employee may forego and receive payment in a 12 month period is an amount up to 1/26th of the nominal hours worked by the IMB Direct Employee in the 12 month period. To make the election, an IMB Direct Employee must give IMB notice in writing. IMB will consider the election and may authorise the IMB Direct Employee to forgo the amount of annual leave. If IMB authorises an IMB Direct Employee to forgo an amount of annual leave, IMB must, within a reasonable period, give the IMB Direct Employee the amount of pay the IMB Direct Employee is entitled to receive in lieu of the amount of annual leave.
- 21.5 IMB Direct Employees may elect for the annual leave loading to be paid to them in a lump sum on the first pay period in December that first follows the accrual of annual leave loading.

## **22. PERSONAL LEAVE**

- 22.1 This clause applies only to full-time and part-time IMB Direct Employees.
- 22.2 IMB Direct Employees are entitled to personal leave in accordance with the relevant provisions of the Act.
- 22.3 Personal leave includes sick leave and carers leave.
- 22.4 Based on a 37.5 hour working week full time IMB Direct Employees will have a total accrual of 75 hours personal leave per annum. Full Time IMB Direct Employees are entitled to accrue 1/26 of the number of nominal hours worked during the previous 4 week period. Personal Leave is credited to the IMB Direct Employees leave balance each month. Personal leave is cumulative from year to year
- 22.5 Part Time and Fixed Term IMB Direct Employees are entitled to pro rata Full Time IMB Direct Employees entitlements based on the proportion that their average weekly hours bear to 37.5 hours per week.
- 22.6 IMB Direct Employees will advise their immediate manager, by telephone, of any intended absence on personal leave, a minimum of one hour before their rostered start time.
- 22.7 An IMB Direct Employee is required to produce a medical certificate for each absence after 3 single days absence, absences of two or more consecutive days, or days falling before or after a Public Holiday, weekend, or Rest Day. Failure to supply a medical certificate will result in non-payment for leave taken. If it is not reasonably practicable for an IMB Direct Employee to obtain a medical certificate for a period of sick leave, then a statutory declaration may be provided. The medical certificate or statutory declaration must advise who was ill.
- 22.8 In situations where personal leave is believed to be being misused, a medical certificate or statutory declaration can be requested for each single day's absence.
- 22.9 An IMB Direct Employee, other than a Casual IMB Direct Employee, with responsibilities in relation to a class of person set out in subclause 22.11.2 of this Agreement who needs the IMB Direct Employees care and support shall be entitled to take personal carer's



leave to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day;

**Note:** Casual IMB Direct Employees have an entitlement to some unpaid carer's leave under the Workplace Relations Act, 1996 (Cth).

- 22.10 An IMB Direct Employee must not take personal carer's leave under this clause where another person has taken leave to care for the same person, unless IMB agrees in writing;
- 22.11 The entitlement to use personal carer's leave in accordance with this subclause is subject to:
- 22.11.1 the IMB Direct Employee being responsible for the care and support of the person concerned; and
- 22.11.2 the person concerned being:
- (a) spouse of the IMB Direct Employee;
  - (b) a de facto spouse of the IMB Direct Employee;
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the IMB Direct Employee or of the IMB Direct Employees spouse or de facto spouse;
  - (d) a same sex partner who lives with the IMB Direct Employee as the de facto partner of that IMB Direct Employee on a bona fide domestic basis; or
  - (e) a relative of the IMB Direct Employee who is a member of the same household.
- 22.11.3 for the purposes of subclause 22.11.2 (e) of this Agreement above:
- (a) 'relative' means a person related by blood, marriage or affinity;
  - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (c) 'household' means a family group living in the same domestic dwelling.
- 22.11.4 an IMB Direct Employee shall, wherever practicable, give IMB notice, prior to the absence, of the intention to take personal carer's leave, the name of the person requiring care and their relationship to the IMB Direct Employee, the reasons for taking such leave and the estimated length of absence.
- 22.12 If it is not practicable for the IMB Direct Employee to give prior notice of absence, the IMB Direct Employee shall notify the IMB by telephone of such absence at the first opportunity on the day of absence.
- 22.13 Nothing in clause 22.4 of this Agreement shall limit the discretion of IMB to grant an IMB Direct Employee a greater period of personal carer's leave, and IMB will not unreasonably refuse such further personal carer's leave, if sufficient circumstances are made out by an IMB Direct Employee that justify the granting of a further period of personal leave.

### **Unpaid carer's leave**

- 22.14 All eligible staff (including casual IMB Direct Employees) are entitled to an additional two days of unpaid carer's leave on each occasion that a member of the IMB Direct Employees immediate family or household (as set out in clause 22.11.2) requires care and support due to illness, injury, or an unexpected emergency.
- 22.15 Full time and part time IMB Direct Employees are only eligible for unpaid carer's leave if they do not have any paid personal leave available.
- 22.16 Unpaid carer's leave can be taken in one continuous period (e.g. two consecutive working days) or in separate periods as agreed between the IMB Direct Employee and IMB (e.g. four consecutive half days, so that the IMB Direct Employee can share caring duties with someone else.
- 22.17 An IMB Direct Employee is required to produce a medical certificate for absences of two or more consecutive days, or days falling before or after a Public Holiday, weekend, or Rest Day. Failure to supply a medical certificate will result in non-payment for leave taken. The medical certificate or statutory declaration must advise who was ill.

### **23. COMPASSIONATE LEAVE**

- 23.1 This clause applies only to full-time and part-time IMB Direct Employees.
- 23.2 IMB Direct Employees are entitled to up to 2 days compassionate leave on each occasion on which a member of the IMB Direct Employee's household or immediate family contracts or develops a personal illness or injury that poses a serious threat to their life, or dies.
- 23.3 For the purposes of this Agreement:
- (a) "Immediate family member" means a spouse, child, parent, grandparent, sibling, and the IMB Direct Employee's spouse's child, parent, grandparent, grandchild, siblings, same sex partner and a relative of the IMB Direct Employee who is a member of the same household.
  - (b) "Child" means an adopted child, a stepchild, an ex-nuptial child and an adult child.
  - (c) "Spouse" means a former spouse, a de-facto spouse and a former de-facto spouse.
  - (d) "Same Sex Partner" means a partner who lives with an IMB Direct Employee as the de facto partner of that IMB Direct Employee on a bona fide domestic basis.
- 23.4 Paid leave beyond 2 days may be approved on an individual case basis by Line Management. Applications for extended unpaid compassionate leave may also be considered by Line Management.
- 23.5 One day's paid leave per annum may be granted at the discretion of IMB in the event of the death of a person who is a member of the IMB Direct Employees household or extended family i.e. aunt or uncle, but who is not covered by clause 23.3 of this Agreement.
- 23.6 Line Management may require the IMB Direct Employee to provide satisfactory evidence of the illness, injury or death of a member of the staff member's immediate or extended family or household before leave is payable for compassionate leave.

### **24. PARENTAL LEAVE**

- 24.1 IMB Direct Employees are entitled to parental leave in accordance with the relevant provisions of the Act.

## **25. LONG SERVICE LEAVE**

- 25.1 IMB Direct Employees are entitled to long service in accordance with applicable legislation and IMB's policies as varied from time to time.
- 25.2 IMB Direct Employees are able to take their Long Service Leave in periods of one week or more.
- 25.3 On attainment of 10 years service, IMB Direct Employees are able to cash out up to 100% of their Long Service Leave accrued but not yet taken.
- 25.4 To make the election, the IMB Direct Employee must give IMB a notice in writing. The notice must be in a form acceptable to IMB.
- 25.5 IMB will consider the IMB Direct Employee's election and may authorise the IMB Direct Employee to forgo the amount of long service leave.
- 25.6 To avoid any doubt, the provisions of this Agreement regarding cashing out of long service leave are inconsistent with the provisions of the relevant long service leave legislation. Accordingly, the relevant provisions of this Agreement prevail over any provisions of the relevant legislation which prohibit or prevent payment in lieu of long service leave. Once a payment in lieu of long service leave has been made, there shall be no further entitlement to the IMB Direct Employee at any time with respect to the period of long service leave for which the IMB Direct Employee received payment in lieu.

## **26. PUBLIC HOLIDAYS**

- 26.1 IMB Direct Employees are entitled to a day off on relevant gazetted Public Holidays.
- 26.2 For the purpose of this clause, the following days, unless substituted by or under a law of the State or Territory in which IMB is engaged to perform work, shall be Public Holidays:
- New Year's Day;
  - Australia Day;
  - Good Friday;
  - Easter Saturday;
  - Easter Monday;
  - ANZAC Day;
  - Queens Birthday;
  - Labour Day;
  - Christmas Day;
  - Boxing Day; and
  - Any other day declared to be a public holiday by or under a law of the State or Territory in which the IMB Direct Employees are engaged to perform work.
- 26.3 If an IMB Direct Employee is absent from work on either or both the working day(s) immediately before or the working day after a Public Holiday, the IMB Direct Employee will be required to substantiate his/her absence(s) from work with either a medical certificate or statutory declaration.
- 26.4 If an IMB Direct Employee works ordinary hours on a Public Holiday, the IMB Direct Employee will be paid an additional 150% of the IMB Direct Employee's ordinary hourly rate of pay for each additional hour of work.
- 26.5 If an IMB Direct Employee is not required to work on a Public Holiday, and would have worked on that day but for the Public Holiday, the IMB Direct Employee will be paid the ordinary hourly rate of pay for the time that the IMB Direct Employee would have worked, had he / she worked on that day.
- 26.6 IMB Direct Employees are entitled to an extra holiday day on the day gazetted as the Bank Holiday, provided that clauses 26.4 and 26.5 of this Agreement also apply to that

day, and the reference to 'Public Holidays' will be taken to refer to that day.

## **27 JURY DUTY**

- 27.1 For the purpose of this clause, jury duty, means a period during which the IMB Direct Employee is required by or under a law of the Commonwealth or of State or Territory to attend for jury duty and includes attendance for the purpose of jury selection.
- 27.2 If an IMB Direct Employee is required for jury duty and therefore cannot attend for work, the IMB Direct Employee will be permitted leave of absence without loss of pay (less any jury fees received by the IMB Direct Employee) for the period of the jury duty. If an IMB Direct Employee is required to attend for jury duty, the IMB Direct Employee must advise IMB as soon as practicable of the requirement to attend and the period or expected period of the absence.
- 27.3 If IMB requires the IMB Direct Employee to do so, the IMB Direct Employee must give IMB evidence that would satisfy a reasonable person that the absence is because the IMB Direct Employee is required for jury duty.

## **28 NOTICE OF TERMINATION**

- 28.1 This clause applies only to full-time and part-time IMB Direct Employees.
- 28.2 Other than during the probationary period, in order to terminate an IMB Direct Employee's employment, IMB must give to the affected IMB Direct Employee the period of notice based on the period of continuous service calculated as at the time the notice is given to the IMB Direct Employee. The particular period of notice is to be determined from the following table:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 28.3 If an IMB Direct Employee is over 45 years of age at the time of the giving of the notice, and has not less than two years continuous service with IMB, the IMB Direct Employee is entitled to an additional week's notice.
- 28.4 With respect to any period of notice, IMB may do any of the following:
- i. Pay the IMB Direct Employee in lieu of any part or all of the notice period;
  - ii. require the IMB Direct Employee not to report during the whole or any part of the notice period;
  - iii. provide the IMB Direct Employee with duties different from those which the IMB Direct Employee would ordinarily perform.
- 28.5 The required amount of payment in lieu of notice is the amount that the affected IMB Direct Employee would have earned, and IMB would have been liable to pay, if their employment had continued until the end of the required period of notice. That total must be calculated taking into account:
- i. the IMB Direct Employee's ordinary hours of work; and
  - ii. the amounts ordinarily payable to the IMB Direct Employee in respect of those hours, including (for example) allowances, loading and penalties (not including overtime).
- 28.6 The period of notice in this clause does not apply in the case of dismissal for malingering, wilful neglect of duty or serious misconduct.

- 28.7 The notice of termination required to be given by an IMB Direct Employee is the same as that required of IMB, except that there is no requirement on an IMB Direct Employee to give additional notice based on the IMB Direct Employee's age.
- 28.8 Where an IMB Direct Employee provides IMB with less than the required amount of notice of termination, the IMB Direct Employee agrees that he/she owes IMB an amount equal to the remuneration that he/she would have earned during the shortfall in the notice period. The IMB Direct Employee authorises IMB to deduct the amount that he/she owes IMB from any remaining payment due to him/her from IMB.
- 28.9 If an IMB Direct Employee and IMB agree, an IMB Direct Employee may be released prior to the expiry of the notice period with payment of wages or salary to the date of termination only.

## **29 REDUNDANCY**

### **Alternative Positions and notice requirements**

- 29.1 Where any permanent full time or part time IMB Direct Employees position has become redundant, IMB will endeavour to redeploy the IMB Direct Employee to Acceptable Alternative Employment.
- 29.2 Notwithstanding any other clause in this Agreement, if IMB offers an IMB Direct Employee whose position has become redundant Acceptable Alternative Employment but the IMB Direct Employee refuses to accept a position that is Acceptable Alternative Employment, that IMB Direct Employee shall not be entitled to any notice or severance payment.:
- 29.3 Where IMB has made a definite decision to make the position of an IMB Direct Employee redundant, the IMB Direct Employee will be notified of that decision at the earliest practicable time
- 29.4 Subject to clause 29.2 of this Agreement, a minimum period of 8 weeks notice (or payment at the Ordinary Hourly Rate in lieu of notice) will be applicable upon the termination of an IMB Direct IMB Direct Employees employment by IMB in circumstances where the IMB Direct Employee is made redundant.

### **Severance Payments**

- 29.5 IMB Direct Employees made redundant are entitled to be paid 3 weeks pay at the Ordinary Hourly Rate for each year of service completed, up to a maximum of 52 weeks pay.
- 29.6 Where the total payments for notice and severance are greater than 52 weeks pay at the Ordinary Hourly Rate, the amount paid in lieu of notice shall be reduced in order that the maximum payment made by IMB to an IMB Direct Employee made redundant is 52 weeks pay at the Ordinary Hourly Rate.
- 29.7 In this Agreement:
- i. **"weeks' pay"** means the IMB Direct Employee's ordinary hourly rate of pay multiplied by the IMB Direct Employee's ordinary hours for a week and shall exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, superannuation, car allowances and any other ancillary payments.
  - ii. **"redundancy"** means circumstances where, due to operational requirements, IMB no longer requires the IMB Direct Employee or anyone to perform the job which the IMB Direct Employee have been doing or the position which the IMB Direct Employee occupy.

## **30 RETURN OF PROPERTY**

- 30.1 Immediately upon the termination of an IMB Direct Employee's employment for any reason, or otherwise at IMB's request, the IMB Direct Employee must return to IMB all property belonging to IMB and any information which relates to the business of IMB or its

members or potential members, which is in the IMB Direct Employee's possession or control, including, but not limited to, all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).

- 30.2 IMB will be entitled to deduct from any remuneration or accrued entitlements on termination, the value of any IMB property not returned or the costs of replacing all such property and the IMB Direct Employee indemnify IMB for any shortfall in the value of property not returned which exceeds the value of the IMB Direct Employee's salary and accrued entitlements at termination.

## **31 DISPUTE AND GRIEVANCE RESOLUTION PROCESS**

- 31.1 IMB and IMB Direct Employees are committed to the prevention and resolution of disputes as close as possible to the source of the dispute or potential dispute, in an equitable and timely manner.

### **Internal Dispute Resolution Process**

- 31.2 Should any grievance or dispute arise between an IMB Direct Employee and IMB, relating to the IMB Direct Employees employment, it shall be handled in the following manner:

Discuss with manager

- 31.3 The IMB Direct Employee must discuss the problem first with their immediate manager in an attempt to resolve the matter. The manager is required to set aside the time necessary for a fair and open discussion.

- 31.4 Under no circumstances shall the IMB Direct Employee be disadvantaged if they raise an issue for discussion. Where appropriate, the manager should investigate the facts, consider IMB's policies and practices that may be applicable and consult with their Human Resources Consultant for independent advice as required. The manager should give the IMB Direct Employee a specific response within a reasonable period of time.

Discuss with manager's manager

- 31.5 If they cannot resolve the matter, or if there is some reason why the problem cannot be discussed with their immediate line manager, the IMB Direct Employee must raise the issue with their manager's manager. All reasonable efforts will be made to resolve the issue at this level.

Discuss with Human Resources

- 31.6 If the matter is still not resolved to the satisfaction of any party, it should be taken up with the Human Resources section.

### **AIRC conciliation and arbitration**

- 31.7 If no agreement is reached pursuant to the processes under clauses 31.2 to 31.6 of this Agreement the issue may, at the IMB Direct Employees discretion, be referred to the AIRC for conciliation and if required arbitration.

### **Work to continue during resolution**

- 31.8 Whilst the dispute and grievance resolution process is being followed work shall continue as usual, with the status quo situation remaining.

### **Employee assistance and representation**

- 31.9 IMB Direct Employees are entitled to approach any person or organisation at any stage for advice or assistance.

- 31.10 IMB Direct Employees may make a request for representation at the stage stated on clause 31.5 of this Agreement, or subsequently from any person or organisation.

## **32 TRAINING**

- 32.1 IMB Direct Employees shall, if directed by IMB, attend training sessions. The training sessions may be in the workplace or at another location and may be conducted outside an IMB Direct Employee's normal working hours. IMB Direct Employees will be paid for their attendance at the training session.

## **33 OCCUPATIONAL HEALTH & SAFETY**

- 33.1 IMB acknowledges its obligations under applicable occupational health and safety legislation.
- 33.2 IMB Direct Employees agree to:
- (a) take care for their own safety and the safety of others who may be affected by what they do or do not do;
  - (b) co-operate with IMB on health and safety matters;
  - (c) follow the emergency procedures applicable to the area in which they are working; and
  - (e) report any accidents, hazards or sub-standard conditions arising in the workplace to their manager.
- 33.3 IMB Direct Employees agree that they will advise IMB of any drugs or medication they are taking which may affect their ability to work safely.
- 33.4 IMB's occupational Health and Safety Committee, which consists of staff members and management, is responsible for addressing and communicating to senior management health and safety concerns relating to IMB and the Staff, in accordance with IMB's Occupational Health and Safety Policy in place from time to time and relevant legislation.

## **34 WORKERS COMPENSATION**

### **Procedure and documentation**

- 34.1 IMB Direct Employees on workers compensation must cooperate in any approved return to work programme and comply with the terms of the programme.
- 34.2 When claiming workers' compensation 'make up' pay, IMB Direct Employees must submit:
- 34.2.1 any medical certificate from the appropriate workers' compensation authority for all claims; and
  - 34.2.2 evidence of payments being received under workers' compensation as required by IMB.
- 34.3 Medical certificates must include the following details:
- 34.3.1 the IMB Direct Employees name and-address;
  - 34.3.2 the nature of the illness or injury;
  - 34.3.3 the cause of the illness or injury;
  - 34.3.4 the period the IMB Direct Employee is likely to be unfit for work;
  - 34.3.5 the date the IMB Direct Employee first consulted the medical practitioner;
  - 34.3.6 the medical practitioner's name, qualifications, address and signature; and
  - 34.3.7 the date of issue of the certificate.

**35 SUPERANNUATION**

35.1 The subject of superannuation is dealt with extensively by federal legislation. That legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

**36 OTHER EMPLOYMENT AND CONFLICTS OF INTEREST**

36.1 During the IMB Direct Employee's employment with IMB, the IMB Direct Employee must not engage, directly or indirectly, in any employment or business that is similar to or competitive with the business of IMB, without the prior written approval of IMB.

36.2 Further, during the IMB Direct Employee's employment with IMB the IMB Direct Employee must not engage, directly or indirectly, in any employment or business that could impair the IMB Direct Employee's ability to act in the best interests of IMB, without the prior written approval of IMB.

**37 EMPLOYMENT POLICIES AND PROCEDURES**

37.1 From time to time IMB has in place various policies and procedures which IMB has introduced in its prerogative. If a policy or procedure affects an IMB Direct Employee and the IMB Direct Employee's employment, the IMB Direct Employee must comply with that policy or procedure. As these policies and procedures are introduced by IMB in its prerogative, they may be varied by IMB from time to time. In view of this, these policies and procedures do not form part of this Agreement nor do they form part of the IMB Direct IMB Direct Employees' respective Contracts of Employment.

**38 SUSPENSION**

38.1 IMB may direct the IMB Direct Employee to not attend work and not to undertake any of the IMB Direct Employee's work duties at any time, provided that IMB provides the IMB Direct Employee with payment at the IMB Direct Employee's ordinary rate of pay during the period of suspension.

38.2 The circumstances in which IMB may give the IMB Direct Employee such a direction include, but are not limited to, circumstances in which IMB is carrying out an investigation into allegations of misconduct.

**39 AMENITIES**

IMB will provide Staff with coffee, tea, milk, sugar and boiling water, and utensils for use during breaks.

**40 UNIFORMS**

40.1 If IMB requires any IMB Direct Employee to wear a distinctive uniform, or where the work requires protective clothing, IMB will supply such uniform or clothing to IMB Direct IMB Direct Employees free of charge.

40.2 Any uniform or protective clothing supplied to, or purchased by an IMB Direct Employee under clause 40.1 of this Agreement shall remain the property of IMB, and must be returned by the IMB Direct Employee to IMB upon termination of employment.

**41 TRAINEESHIPS**

41.1 IMB may employ Trainee IMB Direct Employees in accordance with the NAS.



- 41.2 The terms and conditions of employment of Trainee IMB Direct Employees by IMB is governed solely by this clause 41 of this Agreement, to the exclusion of any other clause of this Agreement dealing with the terms and conditions of employment.
- 41.3 IMB will adhere to the terms of the NAS applying to Trainee IMB Direct Employees employed pursuant to this clause 41, including (but not limited to) providing relevant on-the-job training, and permitting relevant off-the-job training without loss of continuity of service.
- 41.4 The continuing employment of Trainee IMB Direct Employees by IMB is subject to the satisfactory completion of a probationary period for the Trainee IMB Direct Employee of 1 month. IMB may terminate the employment of Trainee IMB Direct Employee during this probationary period on 1 weeks notice, or payment in lieu of such notice.
- 41.5 If a Trainee IMB Direct Employee employed by IMB satisfactorily completes the probationary period, IMB will employ that person for a continuous period of no less than 12 months (inclusive of the probationary period), except where either IMB or the Trainee IMB Direct Employee are legally permitted to terminate the employment.
- 41.6 This clause 41 is to be read consistently with the terms of any applicable Training Agreement. In the event that this clause 41 cannot be so read, the terms of the Training Agreement will prevail.
- 41.7 The terms of IMB's employment of Trainee IMB Direct Employees will be governed by the applicable Training Agreement and laws relating to the scheme for the employment of Trainee IMB Direct Employees. It is the express intention of this clause 41 that the terms and conditions of employment of Trainee IMB Direct Employees are no less favourable than the minimum terms and conditions required by law under the NAS.
- 41.8 In the event that certain terms of IMB's employment of Trainee IMB Direct Employees are not dealt with by this clause 41 or the Training Agreement applicable to the Trainee IMB Direct Employee, then the laws applying in the relevant State or Territory in which the Trainee IMB Direct Employee is located will apply to the employment of the Trainee IMB Direct Employee to the extent required by law.
- 41.9 It is not necessary for the employment of a Trainee IMB Direct Employee by IMB for the work to be performed by the Trainee IMB Direct Employee to be surplus to IMB's staffing requirements.

## **42 AVAILABILITY OF THIS AGREEMENT**

- 42.1 A copy of this Agreement will be available in the workplace to be viewed by IMB Direct Employees.

## **43 TERMINATION OF THIS AGREEMENT**

- 43.1 Following the expiry of the nominal term of this Agreement, either IMB or the IMB Direct Employees (the "terminating party") may provide the other party with written notice of the intention to terminate this Agreement in the form required by the Workplace Authority.
- 43.2 At least 14 clear days after the notice is provided in accordance with clause 43.1 above, this Agreement may be terminated by the terminating party writing a letter to the other party stating words to the effect that this Agreement is terminated.
- 43.3 At any time after the provision of the letter in accordance with clause 43.1 above the terminating party will complete the required declaration form and lodge it with the Workplace Authority. On the date of lodgement of the completed declaration form, this

Agreement will be terminated.

**44 NO EXTRA CLAIMS**

The IMB Direct Employees agree not to pursue any extra claims in respect of their employment with IMB up to the nominal expiry of this Agreement whether such claims are in relation to conditions expressly contained in this Agreement or conditions that are not contained in this Agreement.

**45 DEFINITIONS**

45.1 In this document the following definitions apply:

**Acceptable Alternative Employment** means a role within IMB or related company, or within a company to which IMB is transmitting its business or a part thereof and who offers a role to the relevant IMB Direct Employee, that is of similar status, having regard to the IMB Direct Employees remuneration, skills and experience.

**Act** means the Workplace Relations Act 1996 (Cth) as amended by the Workplace Relations Amendment (Work Choices) Act 2005.

**Agreement** means the IMB Ltd IMB Direct Employee Collective Agreement 2008.

**AIRC** means the Australian Industrial Relations Commission.

**Core Hours** means:

Between 6:30am and 8:00pm, Monday – Friday, inclusive; and

Between 8:00am and 4.30pm, Saturday, inclusive;

Work performed on a Sunday, as may be requested by an IMB Direct Employee, and agreed to by IMB from time to time.

**Exempt Employees** means all employees of IMB graded at Grade 6 and above and all employees employed under the IMB Ltd Employee Collective Agreement 2008 or the IMB Ltd Collective Agreement 2006.

**IMB** means IMB Ltd.

**IMB Direct Employee** means current and future employees of IMB Direct, including IMB Direct Administration and Support Employees and IMB Direct Phone Consultant Employees, except Exempt Employees

**IMB Direct Administration and Support Employees** means IMB Direct Employees performing work in the following grades. IMB Direct Administration and Support Employees are graded in this agreement according to the following

Grade	Skill Descriptors
1	<ul style="list-style-type: none"><li>• Works under direct supervision, with regular checking of progress.</li><li>• Performs a limited range of tasks.</li></ul>

Grade	Skill Descriptors
	<ul style="list-style-type: none"> <li>• Requires little background knowledge or skills to perform tasks required of the position.</li> <li>• Work is performed within established routines, methods or procedures, which require the exercise of little or no discretion or independent judgement, or decision making.</li> </ul>
2	<ul style="list-style-type: none"> <li>• Works under routine supervision of a general nature, with intermittent checking of progress.</li> <li>• Applies knowledge and skills to a range of tasks, products and procedures.</li> <li>• Work is performed within established routines, methods or procedures which may require the exercise of some discretion within those routines, methods or procedures, and minor decision making.</li> <li>• Takes instructions as to unusual or new routines, methods or procedures.</li> </ul>
3	<ul style="list-style-type: none"> <li>• Works under limited supervision, but with checking of overall progress of duties and responsibilities.</li> <li>• Has a thorough understanding of tasks, products, policies and procedures relevant to the position.</li> <li>• Applies knowledge and skills to a wide range of tasks.</li> <li>• Possesses and uses the skills and knowledge relevant to the position to competently complete tasks, including problem solving.</li> <li>• Is required to exercise discretion and judgement in the performance of duties and the completion of tasks within established guidelines, including when interacting with other Staff and/or customers.</li> </ul>
4	<ul style="list-style-type: none"> <li>• Works under limited supervision, with only general guidance required as to progress and the achievement of business outcomes.</li> <li>• Has partial responsibility for the planning and management of the work of other Staff, and assists in the smooth and efficient management of the workplace.</li> <li>• Provides leadership in the workplace, and guides the performance of work by other Staff.</li> <li>• Has an advanced knowledge of tasks, products, policies and procedures which are relevant to the workplace of the position.</li> <li>• Applies and adapts knowledge and skills to a broad range of tasks, including complex tasks, and problem solving, and exercises judgement and discretion.</li> </ul>
5	<ul style="list-style-type: none"> <li>• Works under limited or no supervision, in the planning and management of work and operational requirements of the workplace.</li> <li>• Possesses and applies a comprehensive knowledge of the</li> </ul>

Grade	Skill Descriptors
	<p>tasks, products, policies and procedures of the workplace.</p> <ul style="list-style-type: none"> <li>• Utilises skills and knowledge to adapt to complex situations relating to the performance of work or achievement of objectives.</li> <li>• Exercises discretion, judgement, and initiative to a wide range of non-routine situations relating to the performance of work or achievement of objectives.</li> </ul>

**IMB Direct Phone Consultant Employees** - means IMB Direct Employees performing work in the following positions. IMB Direct Phone Consultant employees are graded in the following positions:

Position	Skill Descriptors
1	<p><b>General Enquiries Consultant</b></p> <ul style="list-style-type: none"> <li>• Process transactions</li> <li>• Provide advice on IMB Products (general understanding features/benefits)</li> <li>• Match/Cross – sell products/services</li> <li>• Identify need and help refer</li> <li>• Reception</li> <li>• Refer to 'product' expert i.e. Personal Loans, Home Loans</li> <li>• Ancillary Products</li> <li>• Aware of access channels – Branch, Giropost, IVR, internet</li> <li>• Balances, dishonours, transaction fees</li> <li>• Awareness of Retention</li> </ul>
2	<p><b>Sales and Service Consultant</b></p> <p>All of the above plus:</p> <ul style="list-style-type: none"> <li>• Closing sales</li> <li>• Sales conversion</li> <li>• Negotiation</li> <li>• Selling of products</li> <li>• In depth knowledge of above</li> <li>• Awareness of loans and credit cards</li> <li>• FSR and disclosures</li> <li>• Basic complaint resolution/referral</li> <li>• Start credit cards</li> <li>• Able to refer home loans to lenders</li> <li>• Job buddying for Position 1</li> <li>• Identification of Financial Planning referrals</li> <li>• Identification of Business Banking referrals</li> </ul>

Position	Skill Descriptors
	<ul style="list-style-type: none"> <li>• General account maintenance – PP's, skip, Direct Debit</li> <li>• Retention referral activity</li> </ul>
3	<p><b>Sales and Lending Consultant</b></p> <p>All of Position 1 and 2 plus</p> <ul style="list-style-type: none"> <li>• Personal Loans – full process from inquiry to application to funding</li> <li>• Loan protection coverage</li> <li>• Credit line</li> <li>• Home lending and products – relationship selling based on member's needs</li> <li>• Retention of NITA's</li> <li>• Collation of lead information</li> <li>• Job buddying for position 2</li> <li>• Complaint resolution</li> <li>• Answer loan maintenance questions</li> <li>• Exposure to project teams – involvement representing IMB Direct and UAT involvement</li> <li>• Retention activity – lending identify at risk and make appropriate recommendations for retaining business</li> </ul>
4	<p><b>Senior Sales and Lending Consultant</b></p> <p>All of positions 1, 2 and 3 plus</p> <ul style="list-style-type: none"> <li>• Escalated complaint resolution</li> <li>• Home loan lending start to finish</li> <li>• Mortgage Protection insurance</li> <li>• Mail funding for personal loans</li> <li>• Override capacity including but not limited to PP set up fees, recommending refund of dishonour fees</li> <li>• Discretionary levels as determined by IMB</li> <li>• Retention Level 1</li> <li>• Managerial relief</li> <li>• Knowledge of QA process, appraisals</li> <li>• CSP</li> </ul>

**Line Management** means Team Leaders, Assistant Managers, Branch Managers, Section Managers Department Managers.

**NAS** means the New Apprenticeships Scheme currently operated by the Federal government, or similar equivalent scheme operated by either the Federal government or a State or Territory government.

**Ordinary Hourly Rate** means the actual hourly rate payable to an IMB Direct Employee, in accordance with clauses 11.1 and 11.2 of this Agreement. In the case of IMB Direct Employees who are paid an annual salary, **Ordinary Hourly Rate** means the rate determined by dividing the annual salary by 52 weeks and then dividing by 37.5 hours.

**Overtime** means all time worked by an IMB Direct Employee that has been directed and authorised by Line Management, in accordance with clause 16 of this Agreement.

**Performance Appraisal Bonus Scheme** means an amount equating to 1.5% of the total of the wages of all IMB Direct Employees covered by this Agreement, calculated at the base wage for each IMB Direct Employee.

**Public Holiday** means a day declared by the Federal Government to be a public holiday, and days declared by a State Government to be a public holiday for those IMB Direct Employees within the relevant State or Territory.

**Training Agreement** means an agreement between IMB and a Trainee IMB Direct Employee entered into pursuant to the NAS.

**Trainee IMB Direct Employee** means IMB Direct Employees of IMB whose employment is or may be subject to special terms and/or conditions of employment due to the fact that their employment is pursuant to a scheme for providing such IMB Direct Employees with skills and training, whether or not such scheme, special terms and/or conditions of employment arise from a Federal or State industrial instrument. The current operative scheme is the NAS.

## SCHEDULE 1

### *Performance based bonus system for IMB Direct Employees*

#### **1 AIMS OF THE PERFORMANCE APPRAISAL BONUS SCHEME**

1.1 The aim of IMB's proposed performance based pay system for IMB Direct Employees is to incorporate the basic principles of remuneration management, namely:

##### 1.1.1 'REM' PRINCIPLES

(a) KEY OBJECTIVES of the Performance Based System

##### 1.1.2 STRATEGIC FIT

(a) Creates outcomes consistent with IMB's business goals and objectives

(b) Supports IMB's culture and is aligned to IMB's 'core values'

(c) Attracts/motivates the staff needed to achieve the desired outcomes.

##### 1.1.3 EQUITY

(a) IMB Direct Employees feel they have a 'fair go'

(b) Absence of any potential systematic bias.

(c) Recognises legitimate differences in skill, knowledge, effort, and achievement

(d) Integrity of the process

##### 1.1.4 DEFENSIBLE

(a) Principles, policies and practices are able to withstand community, shareholder and IMB Direct Employee scrutiny

(b) Results can be easily reported and examined

(c) Systems have a valid foundation

(d) Framework provides for consistent application

(e) Independently verifiable

##### 1.1.5 AFFORDABLE

(a) Financially responsible

(b) Organisational capacity to pay

##### 1.1.6 PERFORMANCE

(a) Compliments innovation and diversity

(b) Good return on investment / value for money

(c) Motivates better levels of achievement

(d) Rewards those people who achieve most

**1.1.7 COMPETITIVE**

(a) Capable of attracting/retaining the skills and talent needed

(b) Fair, relative to external market

(c) Flexible to respond to changes in market conditions

**1.1.8 MANAGEABLE**

(a) Ease of administration

(b) Managers are able to manage process

(c) Integrity of decision-making

**1.1.9 LEGAL**

(a) Does not breach minimum conditions contained within awards.

(b) Consistency with Employment Legislation.

**2 BASIS OF ASSESSMENT**

2.1 The basis of the performance bonus system is through IMB's performance management and career development system known as the 'Performance Appraisal System'.

2.2 IMB Direct Employees are to be evaluated in:

2.2.1 Key Result Areas, Objectives, IMB Values and Key Behaviours

2.2.2 Targets outcomes and results: the outcomes or results achieved by an individual in his or her position, assessed against mutually agreed individual goals set at the beginning of each financial year (or within the first month of the IMB Direct Employees employment).

2.2.3 In assessing competence ratings and performance according to the above criteria, consideration will also be given to an individual's contribution to achieving IMB's core values.



**3 PERFORMANCE RATING SCALE**

3.1 Performance is rated on a percentage scale as follows:

Performance Level	Rating	Performance
Outstanding	110% +	This employee has exceeded performance criteria by a wide margin in all key areas. The employee is extremely effective in all areas specified.
Exceeds Requirements	101 – 110%	This employee has exceeded performance criteria in one or two critical areas and met expectations in all other areas. This employee is consistently demonstrating highly effective behaviours. (Note the performance must be consistent throughout the whole year)
On target performance	91 -100%	This employee has either achieved the expected performance criteria in all key areas or, has exceeded performance in a critical area with the result that a lesser priority area may have been underachieved. This employee has attained the standard expected and would be considered to be doing a good job.
Needs Improvement	80-90%	This employee has generally met the performance criteria with the exception of one or two areas. This employee may demonstrate competence in some of the indicators, but there are still core skill or application gaps to be addressed.
Unsatisfactory	<80%	This employee has failed to meet the performance criteria in critical areas. This employee demonstrates a relatively low level of competence. Training, coaching, and/or mentoring are required.

**4 PERFORMANCE BASED BONUS PERCENTAGES PAYABLE TO IMB DIRECT EMPLOYEES**

4.1 The following table indicates the minimum bonus payment payable to IMB Direct Employees based on the different overall performance rating achieved by an IMB Direct Employee:

Overall Performance Rating Achieved	Minimum % Bonus Payable
Outstanding	1.5%
Exceeds Requirements	1.0%
On target performance	0.5%
Needs Improvement	0%
Unsatisfactory	0%

4.2 To avoid doubt, an individual IMB Direct Employee who receives a particular performance rating will receive at least the minimum bonus payment specified for the applicable performance rating, but may receive a higher bonus payment.

4.3 Any bonus payment higher than the minimum applicable to an individual IMB Direct Employee will be an amount based upon a proportional distribution from the Bonus Pool.