

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA03/16**

**TITLE: IMB Ltd Administrative Staff Enterprise Agreement 2002**

**I.R.C. NO: N2/44 / IRC2/7113**

**DATE APPROVED/COMMENCEMENT: 5 February 2003**

**TERM: 5 February 2005**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 28 February 2003**

**DATE TERMINATED:**

**NUMBER OF PAGES: 30**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all administrative staff as defined in the Agreement, engaged by IMB Limited, and who fall within the coverage of the Clerical and Administrative Employees In Permanent Building Societies (State) Award

**PARTIES:** IMB Limited -&- Susan Blackshaw, Robyn Mahoney, Joan Matthews





**IMB Ltd Administrative Staff Enterprise Agreement 2002**

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*hi*  
*R. Mahoney*  
*for Matthew*

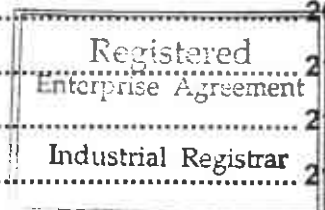


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*Industrial Registrar*  
*LH*

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*Michelle* *Paul Matthews*

## 1 Parties

IMB Limited, and

Administrative Staff of IMB Limited.



## 2 Parties Bound by the Agreement and Application

2.1 The parties to this Agreement are:

2.1.1 IMB; and

2.1.2 Administrative Staff, except Exempt Administrative Staff.

2.2 This Agreement applies to IMB and Administrative Staff (as defined in clause 29 of this Agreement).

2.3 Notwithstanding clause 2.2 of this Agreement, Opt In Clauses of this Agreement do not apply to Administrative Staff who have commenced the performance of work for IMB on or prior to <sup>5 February 2003</sup> [insert date], unless the Administrative Staff member has elected in writing to IMB for all such provisions to apply. In the absence of such election by an Administrative Staff member, clauses 5 (i), (iii) and (v), 17, 18, and 19 of the Award continue to apply to the extent necessary to enable the performance of work by that Administrative Staff member.

## 3 Administrative Staff

3.1 IMB and Administrative Staff agree that the Administrative Staff of IMB, as defined in clause 29 of this Agreement, constitute a distinct operational and organisational unit of IMB, in contrast to sales centre staff, whose function is instead that of sales and customer service.

## 4 Date and Period of Operation

4.1 This Agreement will come into effect on the first pay period commencing after [insert date] 2002 and shall continue in force for a period of two years (**the term**).

4.2 Either party may give 60 days written notice to the other party of their intention to terminate this Agreement after the expiry of the term.

## 5 Relationship with Awards

5.1 This Agreement is in full substitution for all awards and agreements that may cover, or otherwise apply, to Administrative Staff, except as otherwise provided for in this Agreement.

*Jean-Claude...*  
*K. McHenry*      *Lh...*

## 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 the IMB business and the collective needs of IMB's Administrative Staff;
  - 6.1.2 effectively provide flexibility in working arrangements for both IMB and the Administrative Staff;
  - 6.1.3 ensure IMB's pay structure and working conditions are rewarding to Administrative Staff, and are relevant to and support the achievement of IMB's overall corporate goals and objectives;
  - 6.1.4 assist in reaching IMB's goal of being an 'employer of choice' for experienced and talented personnel;
  - 6.1.5 assist and support the reinforcement of IMB's core values (as set out in clauses 7.3, 7.4, 7.5, 7.6 and 7.7) and culture;
  - 6.1.6 assist in building stronger relationships between IMB and its Administrative Staff; and
  - 6.1.7 assist IMB in remaining competitive.

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## 7 Commitment

- 7.1 This Agreement reflects the ongoing commitment of IMB and the Administrative Staff to develop a first class, progressive and modern working environment that provides the basic conditions for a constructive and effective employment relationship between IMB and its Administrative Staff. This is to be achieved by an acceptance of, and an ongoing commitment to, collective bargaining, the IMB core values and a recognition of the obligations of management and the Administrative Staff, 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 Administrative Staff at IMB. It is the outcome of collective bargaining between IMB and the Administrative Staff with the right to consult with a union of their choice.

### IMB core values

- 7.3 Serve the client in a way that exceeds their expectations.
- 7.4 Integrity and honesty in all dealings with clients and fellow employees at all times.
- 7.5 Teamwork with respect for the individual.

*John Matthews* *LM*  
*R. McKeown*

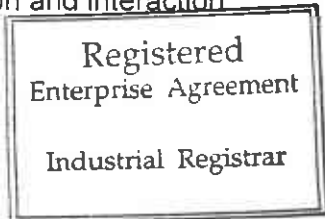
- 7.6 Excellence in all our work - recognising and rewarding superior performance.
- 7.7 Learn from our mistakes, making constant improvements and communicating openly.

**IMB's commitments**

- 7.8 IMB's management will use its best endeavours to nurture and maintain a work environment that:
  - 7.8.1 provides a suitable balance of the needs of all stakeholders; namely, Administrative Staff, members and clients, shareholders, and the community.
  - 7.8.2 is focused on optimum productivity and excellence in serving IMB's clients;
  - 7.8.3 seeks to effectively utilise and develop the skills and knowledge base of individuals employed at IMB to meet the needs of the individual and IMB's business needs;
  - 7.8.4 provides for the pursuit of flexible working conditions which better service IMB's clients and facilitate and support operational and individual requirements;
  - 7.8.5 enables Administrative Staff and Line Management to design and develop effective communications and employee relation practices;
  - 7.8.6 is both safe and rewarding;
  - 7.8.7 provides for genuine consultation and concern for its Administrative Staff;
  - 7.8.8 promotes communication and feedback by:
    - (a) ensuring Administrative Staff members 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.

**Administrative Staff commitments**

- 7.9 All Administrative Staff will use their best endeavours to:
  - 7.9.1 act as integral and professional members of the total IMB team by effectively executing their job responsibilities, including taking steps to



*[Handwritten signatures and initials]*



ensure the quality, accuracy; and completion of any task assigned by IMB;

- 7.9.2 be accountable for their decisions and actions;
- 7.9.3 deliver long term client satisfaction by fully utilising their skills and knowledge base, including the performance of duties that are incidental or peripheral to their main tasks or functions;
- 7.9.4 maintain a high level of proficiency in their area(s) of expertise;
- 7.9.5 effectively participate in relevant problem solving activities in the workplace;
- 7.9.6 perform work lawfully and reasonably required of them by IMB, and obey such directions from Line Management;
- 7.9.7 assist in the removal of demarcation barriers;
- 7.9.8 agree to transfer or perform any work within the scope of their skill and competence;
- 7.9.9 implement IMB's critical focus on productivity and client satisfaction; and
- 7.9.10 act ethically, constructively and co-operatively with IMB employees, clients and business associates.

## 8 Basis of Employment

8.1 Basis of Employment may be:

- 8.1.1 Permanent Full-Time;
- 8.1.2 Permanent Part-Time;
- 8.1.3 Fixed Term; or
- 8.1.4 Casual.



### Permanent Full-Time

8.2 A 'Permanent Full Time Employee' is any Administrative Staff member who is engaged to work 150 hours over a 4 week roster cycle.

### Permanent Part Time (Note: clauses 8.3, 8.4, and 8.5 are Opt In Clauses)

8.3 A 'Permanent Part Time Employee' is any Administrative Staff member who is engaged to work for a minimum of 40 hours and less than 149 hours per roster cycle.

8.4 Where a part time employee is rostered for a shift, that shift shall be a minimum of 2 hours.

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- 8.5 Permanent Part Time Employees are entitled, on a pro-rata basis, to the same conditions and benefits as provided for Permanent Full Time Employees under this Agreement.

### Fixed Term

- 8.6 A 'Fixed Term Employee' is any Administrative Staff member engaged on a full time or part time basis under a contract, provided that the maximum term is not more than 12 months.
- 8.7 Fixed Term Employees are entitled, on a pro-rata basis, to the same conditions and benefits as Permanent Full Time Employees provided in this Agreement.

### Casual

- 8.8 A 'Casual Employee' is any Administrative Staff member who is employed and paid by the hour, provided that the minimum engagement shall be not less than 2 hours per day.
- 8.9 Casual Employees are entitled to the same conditions and benefits as provided for Permanent Full Time Employees other than:

8.9.1 termination and redundancy provisions; and

8.9.2 leave entitlements, including but not limited to:

- (a) annual leave
- (b) sick leave
- (c) carer's leave
- (d) maternity leave
- (e) parenting leave
- (f) adoption leave
- (g) bereavement leave
- (h) jury leave



- 8.10 In substitution of all entitlements to which Casual Employees are not entitled that are otherwise payable to Administrative Staff, a loading of 20% on the Ordinary Hourly Rate will be paid to Casual Employees.

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## **9 Hours of Work and Rosters (Note: clauses 9.3, 9.4, 9.5, 9.11, 9.12 and 9.13 are Opt In Clauses)**

### **Permanent Full Time**

- 9.1 Permanent Full Time Employees are required to work 150 hours in a 4 week cycle. Subject to clauses 9.10, 9.11, 9.12, 9.13, 10.3, 10.4, 10.5 and 10.6 of this Agreement, the configuration of hours to be worked may be varied from week to week as determined by Line Management.
- 9.2 Work performed during Core Hours will be paid at the Ordinary Hourly Rate, however Administrative Staff who have not elected for the Opt In Clauses to apply will continue to be subject to the spread of 'ordinary hours of work' stipulated under clause 17 of the Award.

### **Permanent Part Time**

- 9.3 Permanent Part Time Employees will be rostered to work a minimum number of 10 hours, and a maximum of 37 hours, each week, inclusive of authorised breaks.
- 9.4 Subject to clauses 9.10, 9.11, 9.12, 9.13, 10.3, 10.4, 10.5 and 10.6 of this Agreement, additional hours and the configuration of hours to be worked by a Permanent Part Time Employee may vary from week to week as determined by Line Management.
- 9.5 Work performed during Core Hours will be paid at the Ordinary Hourly Rate.

### **Fixed Term**

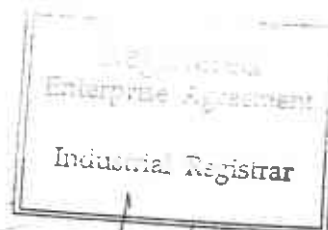
- 9.6 Where a Fixed Term Employee is employed on a full time basis, the hours of work will be determined on the same basis as provided for a Full Time Employee.
- 9.7 Where a Fixed Term Employee is employed on a part time basis, the hours of work will be determined on the same basis as provided for a Part Time Employee.

### **Casual**

- 9.8 Subject to clauses 9.10, 9.11, 9.12, 9.13, 10.3, 10.4, 10.5 and 10.6 of this Agreement, Casual Employees are employed on an hourly basis for a minimum of 2 hours per shift.
- 9.9 Work performed during Core Hours will be paid at the Ordinary Hourly Rate.

### **Scheduling of Hours**

- 9.10 Line Management is responsible for the scheduling of hours. The hours of work are scheduled taking into consideration:
- 9.10.1 needs of the clients;
- 9.10.2 needs of the business; and
- 9.10.3 the personal circumstances of the employees.



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- 9.11 When rostering Administrative Staff, Line Management shall make reasonable endeavours to share rostered days evenly amongst Administrative Staff members, having regard to the needs of the business. Rostering will aim to arrange Administrative Staff rosters one week in advance. Administrative Staff members may arrange to swap their rostered day with another staff member providing that they have discussed the issue with, and gained approval from, the relevant managers concerned in advance.
- 9.12 Line Management may amend Administrative Staff rosters in order to meet essential business/client needs. In this case, Line Management will first consult with the staff members concerned and attempt to address Administrative Staff members' needs in relation to any changes to their rosters, and will aim to provide 24 hours notice of any roster changes.
- 9.13 In the interests of occupational health and safety, IMB will not roster Administrative Staff to work, nor will Administrative Staff 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.

## 10 Breaks

### Entitlement to meal breaks and other breaks

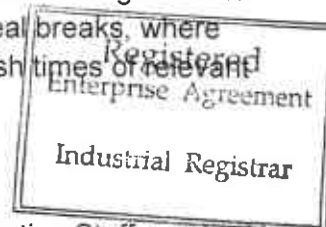
- 10.1 Administrative Staff shall be entitled to an unpaid meal break of between 30 and 60 minutes duration not later than 5 hours after commencing their rostered shift, unless agreed by the relevant Administrative Staff member. Line Management may determine other breaks they deem reasonable.

### Scheduling and duration of breaks

- 10.2 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 Administrative Staff.

### Break between shifts

- 10.3 In the interests of occupational health and safety, Administrative Staff 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.
- 10.4 Notwithstanding clause 10.3, Administrative Staff 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.
- 10.5 Notwithstanding clause 10.3, IMB may require Administrative Staff to work without a break of at least 10 hours, however must pay an Administrative Staff member



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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 (Note: clause 10.6 is an Opt In Clause)**

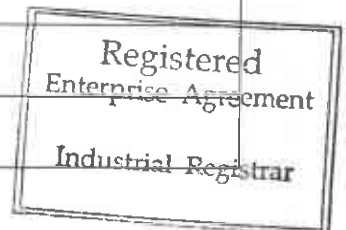
10.6 It is recognised that Administrative Staff will not always have 2 consecutive days off work in every work cycle of 7 days. However, IMB will make reasonable endeavours to ensure that Administrative Staff are not required to work more than 6 consecutive days in any work cycle of 7 days.

**11 Minimum Remuneration Rates**

11.1 Under this Agreement, the Ordinary Hourly Rates for Administrative Staff will be increased by 5%, with effect from the date of approval of this Agreement.

11.2 The wages of Administrative Staff will be based upon the following minimum rates of pay for Full Time Employees (inclusive of the 5% increase specified in clause 10.1 of this Agreement):

Grade	Annual Wage
1	\$25,858.00
2	\$27,043.00
3	\$28,966.00
4	\$31,498.00
5	\$35,055.00



**Salary Increments and Performance Based Pay**

11.3 Under this Agreement, a further 2% wage increase will be applied to remuneration rates of Administrative Staff, based upon the minimum rates of pay set out in clause 11.2 of this Agreement, effective on the first pay period in September 2003.

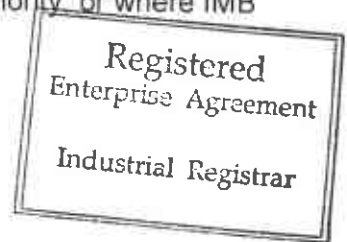
11.4 Additionally, from the first pay period in September 2003, IMB will reward Administrative Staff based on their level of achievement demonstrated in their particular role against individual goals, key performance goals and level of individual competence measured by reference to IMB's Performance Appraisal and Feedback System. IMB will establish the Bonus Pool for this purpose. Based on their overall performance rating achieved through IMB's performance management system each year, the Administrative Staff member has the opportunity to receive a bonus payment, calculated according to Part 4 of the Schedule to this Agreement. The performance review will take place by 31 July of 2003. Details of IMB's performance based bonus system and the Performance Appraisal and Feedback System are outlined in the Schedule to this Agreement. All performance based bonus payments will be paid on the first pay period in September 2003.

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- 11.5 Administrative Staff members whose length of service is less than 6 months at the time of their first performance review, shall not be eligible to receive a bonus payment.

## 12 Payment of Wages

- 12.1 Administrative Staff must open an IMB account, and wages and will be paid by IMB on a fortnightly basis by electronic funds transfer directly into their IMB account.
- 12.2 Permanent Full Time Employees will have their wages paid in equal amounts each fortnight, calculated according to their applicable annual wage rate divided by 26, regardless of actual hours worked in the fortnight preceding payment of their wage. This sub-clause does not prevent any additional payments being made to any particular Full Time Employee.
- 12.3 IMB may deduct contributions or payments for approved purposes from the staff member's pay, only if the staff member gives IMB written authority, or where IMB is otherwise required by law.



## 13 Overtime and Sunday Work

### Overtime worked

- 13.1 Administrative Staff may be required to work overtime as reasonably required by Line Management. Administrative Staff 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 administrative staff member, it has been authorised in advance by Line Management before the overtime is worked.

### Overtime rates of pay and calculation (Note: clauses 13.3.1 and 13.3.2 are Opt In Clauses)

- 13.2 Administrative Staff shall be paid at a rate of 150% of their Ordinary Hourly Rate for the first 2 hours overtime worked on a single day, and at the rate of 200% of their Ordinary Hourly Rate thereafter.
- 13.3 Subject to clause 13.1, overtime commences when:
- 13.3.1 in excess of 150 hours in the 4 week roster cycle have been worked by an Administrative Staff member, unless the Administrative Staff member elects to convert such time worked to Banked Time (up to a maximum of 37.5 hours); or
  - 13.3.2 an Administrative Staff member has completed the period of work for which that Administrative Staff member has been rostered on any particular day, unless the Administrative Staff member elects to convert such time worked to Banked Time (up to a maximum of 37.5 hours);

*For Clauses 13.3.1 & 13.3.2*  
*LL*  
*Industrial Registrar*

- 13.3.3 an Administrative Staff member eligible for and in receipt of a stand-by/call-back allowance is recalled to work; or
- 13.3.4 an Administrative Staff member has completed the period of work for which that Administrative Staff member has been rostered on any particular day, and is required to return to work after the time rostered for that Administrative Staff member for that day, where such return to work is not continuous or at the conclusion of a break from work.

13.4 Overtime calculations will be rounded forward to the time nearest 15 minutes, 30 minutes, 45 minutes or 60 minutes of any hour that an Administrative Staff member ceases work. (Example: if an Administrative Staff member ceases work at 9:01pm, the calculation of overtime rounds up the time worked by that Administrative Staff member to 9:15pm).

#### **Administrative Staff on stand-by/call-back**

13.5 Administrative Staff who are entitled to payment at overtime rates under clause 13.3.3 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 an Administrative Staff member is recalled to work more than once on any particular day, that Administrative Staff member 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).

#### **Administrative Staff required to return to work**

13.6 Administrative Staff who are entitled to payment at overtime rates under clause 13.3.4 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**

13.7 Subject to clause 13.8 of this Agreement, IMB will pay to Administrative Staff 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.

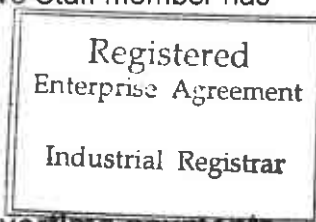
13.8 Clause 13.7 of this Agreement does not apply to work performed on a Sunday by an Administrative Staff member where that Administrative Staff member has requested to work on that particular Sunday.

#### **14 Time Banking**

##### **Option for Administrative Staff to Bank Time in lieu of overtime payments**

14.1 Administrative Staff may elect to accrue time for those periods worked that would otherwise give rise to an entitlement to overtime payments.

14.2 Where an Administrative Staff member makes an election under clause 14.1 of this Agreement, no payment for overtime is payable by IMB.



*Real World Solutions*

14.3 Administrative Staff may accrue up to a maximum of 37.5 hours of Banked Time.

### **Taking of Banked Time**

14.4 Subject to approval in writing being given by Line Management, Administrative Staff may take Banked Time in periods of 60 minutes at a time. Line Management will not unreasonably refuse a request by an Administrative Staff member to take Banked Time.

14.5 Administrative Staff must give at least 48 hours notice to Line Management of the intention to take Banked Time.

### **Payment of Banked Time**

14.6 Where an Administrative Staff member has Banked Time of 37.5 hours for a period of 12 months, IMB will pay to the Administrative Staff member 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 Administrative Staff member may recommence accruing Banked Time.

14.7 Administrative Staff may elect to have the payment of money for Banked Time pursuant to clause 14.6 of this Agreement made to their nominated superannuation fund. If no such election is made, IMB will make the payment of money for Banked Time to the IMB account to which the Administrative Staff member has their wages paid.

## **15 Allowances and other benefits**

### **Out-of-pocket expenses**

15.1 Administrative Staff will be reimbursed for any out-of-pocket work related expenses approved by IMB prior to the expense being incurred and for which a written receipt in a form approved by IMB is provided.

### **First aid allowance**

15.2 Administrative Staff required to perform first aid by IMB, who hold a current St John's Ambulance First Aid Certificate, will be paid a first aid allowance of \$8.10 per week.

### **Meal allowance (Note: clause 15.3 is an Opt In Clause)**

15.3 Administrative Staff members who are required and authorised to work beyond 11 hours in any one shift, will be paid a meal allowance of \$9.85 per shift, except where IMB has provided a suitable meal to the Administrative Staff member.

### **Higher duties allowance**

15.4 A higher duties allowance will be paid to Administrative Staff where they have performed the full duties of a higher graded position over the course of a full day's shift for a continuous period of at least 3 days or more, but not otherwise. The allowance will be based on the minimum equivalent rate of pay for that other



*John [unclear]*  
*[Signature]*  
*[Signature]*



position in accordance with clause 11.2 of this Agreement for all time worked in that higher graded position.

- 15.5 The higher duties allowance is not payable for any work performed that comprise the duties of a higher graded position unless an Administrative Staff member first obtains approval to perform higher duties from Line Management before commencing any such higher duties.
- 15.6 Administrative Staff 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 any financial year, being 1 July to 30 June inclusive, even if such days worked performing higher duties are not consecutive.
- 15.7 The performance of higher duties by Administrative Staff members will be recognised in that Administrative Staff members performance appraisal.

#### **Fee free allowance**

- 15.8 A 'fee free' allowance of \$8.00 per month will apply to the most expensive IMB account held by a member of Administrative Staff as the primary account holder, in addition to any existing allowance.

#### **Home loan application fee waiver**

- 15.9 IMB will waive the loan application fee otherwise payable by Administrative Staff for applying for a single security housing loan.

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

- 15.10 IMB will pay to an Administrative Staff member who has volunteered to be, and is, rostered by IMB to hold himself or herself out in readiness to perform work outside that Administrative Staff member's Core Hours, an allowance of \$6.40 per day between Monday to Friday (inclusive), or \$12.70 per day on Saturdays, Sundays, and Public Holidays and the extra holiday referred to in clause 17.5 of this Agreement.

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

- 15.11 Where an Administrative Staff member is required to temporarily live away from home in the course of duty, IMB will reimburse to that Administrative Staff member expenses incurred in travelling to and from the place of work at which the Administrative Staff member 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.
- 15.12 When an Administrative Staff member is required to travel away from that Administrative Staff member's usual place of work, IMB will provide to that Administrative Staff member (where applicable):
- 15.12.1 payment for all expenses reasonably incurred by the Administrative Staff member.



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*For Contract R11000000*

- 15.12.2 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 that Administrative Staff member in travelling to and from their usual place of work.
- 15.12.3 where an Administrative Staff member is required to use their own private motor vehicle, a motor vehicle allowance of \$0.53 per kilometre travelled.
- 15.12.4 where IMB provides a vehicle, the upkeep, registration, insurance, maintenance, and running expenses.
- 15.12.5 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 Administrative Staff member to reach home, and any reasonable expense incurred by the Administrative Staff member in reaching home.

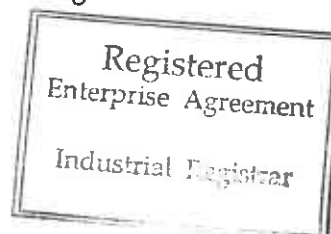
### Training allowance

- 15.13 Where Administrative Staff are required to train other Administrative Staff in addition to their usual duties for a period of more than one day, IMB will pay an allowance to that Administrative Staff member of \$2.90 per day. However, this allowance is not payable where such training is of an isolated or incidental nature, or where an Administrative Staff member undertakes training and whose duties involve supervisory duties.

## 16 Leave

### Annual leave

- 16.1 Annual leave entitlement shall be in accordance with the annual leave legislation existing from time to time in New South Wales, however with the additional benefits conferred on Administrative Staff in this Agreement.
- 16.2 Administrative Staff will receive a loading of 17.5%, calculated on the base rate of pay of the relevant Administrative Staff member, for periods of annual leave taken (**annual leave loading**).
- 16.3 Administrative Staff members 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.
- 16.4 Subject to obtaining the written consent of IMB, Administrative Staff may elect to take up to 5 days of accrued annual leave in single days, within each calendar year. If single days of annual leave are taken by Administrative Staff, IMB is not obliged to pay the loading referred to in clause 16.2 of this Agreement until five single days of accrued annual leave have been taken within a calendar year.



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*Joe Lianhuo Mackenzie*

## Sick Leave

- 16.5 Permanent Full Time Administrative Staff are entitled to five days sick leave for the first year of their employment. For the second and each subsequent year of service, Permanent Full Time Administrative Staff are entitled to eight days sick leave per annum. Sick leave is cumulative from year to year from the date of commencement of this Agreement for up to 12 years.
- 16.6 Permanent Part Time and Fixed Term Administrative Staff are entitled to pro rata Permanent Full Time Administrative Staff's entitlements based on the proportion that their average weekly hours bear to 37.5 hours per week.
- 16.7 Administrative Staff will advise their immediate manager of any intended absence on sick leave before their rostered start time.
- 16.8 An Administrative Staff member 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.
- 16.9 The payment for any absence on sick leave for an Administrative Staff member during their first three months of employment shall be withheld by IMB until the staff member completes 3 months of service. At the completion of 3 months continuous service, payment of sick leave shall be made.

## Long service leave

- 16.10 Long service leave entitlement shall be in accordance with the long service leave legislation existing from time to time in New South Wales.

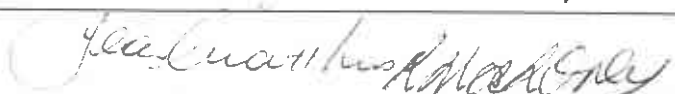
## Bereavement leave

- 16.11 IMB will approve all reasonable requests for paid bereavement leave of up to 2 days on the occasion of the death of any member of an Administrative Staff member's family, subject to:

16.11.1 the person concerned being:

- (a) spouse of the Administrative Staff member;
- (b) a de facto spouse of the Administrative Staff member;
- (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 Administrative Staff member or of the Administrative Staff member's spouse or de facto spouse;
- (d) a same sex partner who lives with the Administrative Staff member as the de facto partner of that Administrative Staff member on a bona fide domestic basis; or

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- (e) a relative of the Administrative Staff member who is a member of the same household.
- 16.12 Paid leave beyond 2 days may be approved on an individual case basis by Line Management. Applications for extended unpaid bereavement leave may also be considered by Line Management.
- 16.13 One day's unpaid leave per annum may be granted at the discretion IMB in the event of the death of a person who is a member of the Administrative Staff member's household or extended family, but who is not covered by clause 16.11.1 of this Agreement.
- 16.14 Line Management may require the Administrative Staff member to provide satisfactory evidence of the death of a member of the staff member's immediate or extended family or household before leave in payable for bereavement leave.

### Parental Leave

- 16.15 The purpose of IMB providing parental leave is to assist Administrative Staff with family obligations to share in the responsibility of caring for children.
- 16.16 Parental Leave will be provided by IMB in accordance with Part 4 (Parental Leave) of the Act.

### Personal Carer's leave

- 16.17 An Administrative Staff member, other than a Casual Employee, with responsibilities in relation to a class of person set out in subclause 16.19.2 of this Agreement who needs the Administrative Staff member's care and support shall be entitled to take leave in lieu of sick leave to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 16.18 The Administrative Staff member shall, if required, establish, by production of a medical certificate or statutory declaration, or both, the illness of the person concerned and that the illness is such as to require care by another person. An Administrative Staff member must not take carer's leave under this clause where another person has taken leave to care for the same person, unless IMB agrees in writing;
- 16.19 The entitlement to use sick leave in accordance with this subclause is subject to:
- 16.19.1 the Administrative Staff member being responsible for the care and support of the person concerned; and
- 16.19.2 the person concerned being:
- (a) spouse of the Administrative Staff member;
  - (b) a de facto spouse of the Administrative Staff member;
  - (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

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foster parent and legal guardian), grandparent, grandchild or sibling of the Administrative Staff member or of the staff member's spouse or de facto spouse;

- (d) a same sex partner who lives with the Administrative Staff member as the de facto partner of that Administrative Staff member on a bona fide domestic basis; or
- (e) a relative of the Administrative Staff member who is a member of the same household.

16.19.3 for the purposes of subclause 16.19.2 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.

16.19.4 an Administrative Staff member shall, wherever practicable, give IMB notice, prior to the absence, of the intention to take carer's leave, the name of the person requiring care and their relationship to the Administrative Staff member, the reasons for taking such leave and the estimated length of absence.

16.20 If it is not practicable for the staff member to give prior notice of absence, the Administrative Staff member shall notify the IMB by telephone of such absence at the first opportunity on the day of absence.

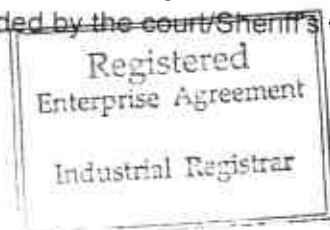
16.21 Nothing in clause 16.17 of this Agreement shall limit the discretion of IMB to grant an Administrative Staff member a greater period of carer's leave, and IMB will not unreasonably refuse such further carer's leave, if sufficient circumstances are made out by an Administrative Staff member that justify the granting of a further period of carer's leave.

### **Unpaid leave for family purpose**

16.22 With the written consent of IMB, an Administrative Staff member may elect to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 16.19.2 of this Agreement above who is ill.

### **Jury Leave**

16.23 Administrative Staff members summoned to attend jury service will continue to receive their salary for the duration of their attendance less any allowance provided by the court/Sheriff's Office to attend court session(s).



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## 17 Public Holidays

- 17.1 Administrative Staff members are entitled to all relevant gazetted Public Holidays, subject to clause 17.3 of this Agreement.
- 17.2 National Public Holidays are New Years Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, and Boxing Day.
- 17.3 If, due to IMB's business needs, Line Management require staff to work on Public Holidays, they will first call for volunteers. In the event of there being insufficient volunteers, IMB may require Administrative Staff to work on a Public Holiday in order to meet the operational requirements.
- 17.4 Administrative Staff who work on Public Holidays shall be paid 250% of their wage, calculated at the Ordinary Hourly Rate, with a minimum payment equal to 4 hours work.
- 17.5 Administrative Staff are entitled to an extra holiday day on the day gazetted as the Bank Holiday, provided that clauses 17.3 and 17.4 of this Agreement also apply to that day, and the reference to 'Public Holidays' will be taken to refer to that day.

## 18 Termination of Employment

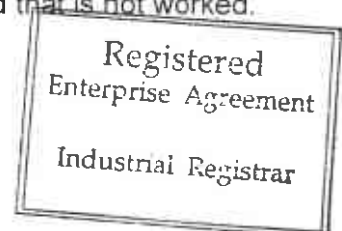
### Notice

- 18.1 IMB or a Permanent Full Time Employee or Permanent Part Time Employee may terminate employment upon giving 2 weeks notice, except in circumstances of redundancy, in which case clause 18.4 of this Agreement shall apply.
- 18.2 IMB may elect to make a payment in lieu of any period of notice not required by IMB to be worked.
- 18.3 Notwithstanding clauses 18.1 and 18.2 of this Agreement, IMB may terminate the employment of an Administrative Staff member without notice or payment in lieu where the employee is guilty of serious misconduct.
- 18.4 If a Permanent Full Time Employee or Permanent Part Time Employee leaves without giving and working out the appropriate notice period in accordance with clause 18.1 of this Agreement, the Administrative Staff member will not be entitled to any remuneration for any part of the notice period that is not worked.

## 19 Redundancy

### Alternative positions and notice requirements

- 19.1 Where any Permanent Full Time or Part Time Administrative Staff position has become redundant, IMB will endeavour to redeploy the Administrative Staff member to Acceptable Alternative Employment.



- 19.2 Notwithstanding any other clause in this Agreement, if IMB offers an Administrative Staff member whose position has become redundant Acceptable Alternative Employment, but the Administrative Staff member refuses to accept a position that is Acceptable Alternative Employment, that Administrative Staff member shall not be entitled to any notice or severance payment.
- 19.3 Where IMB has made a definite decision to make the position of an Administrative Staff member redundant, the Administrative Staff member will be notified of that decision at the earliest practicable time.
- 19.4 Subject to clause 19.2 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 Administrative Staff members employment by IMB in circumstances where the Administrative Staff member is made redundant.

### Severance payments

- 19.5 Administrative Staff members 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.
- 19.6 Where the total of payments for notice and severance are greater than 52 weeks pay at the Ordinary Hourly Rate, the amount of paid in lieu of notice shall be reduced in order that the maximum payment made by IMB to an Administrative Staff member made redundant is 52 weeks pay at the Ordinary Hourly Rate.

## 20 Dispute and Grievance Resolution Procedure

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### Objective

- 20.1 IMB and the Administrative Staff 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 procedure

- 20.2 Should any grievance or dispute arise between a Administrative Staff member and IMB, relating to the Administrative Staff member's employment, it shall be handled in the following manner:

#### Discuss with manager

- 20.3 The Administrative Staff member should 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.
- 20.4 Under no circumstances shall the Administrative Staff member 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 Administrative Staff member a specific response within a reasonable period of time.

*Michael Smith* *Industrial Registrar*

Discuss with manager's manager

- 20.5 If they cannot resolve the matter, or if there is some reason why the problem cannot be discussed with their immediate line manager, the Administrative Staff member may 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

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

### **IRC conciliation**

- 20.7 If no agreement is reached pursuant to the processes under clauses 20.2 to 20.6 of this Agreement the issue may, at the Administrative Staff member's discretion, be referred to the IRC for conciliation.

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

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

### **Union assistance and representation**

- 20.9 Administrative Staff members who are members of a union are entitled to approach that union at any stage for advice or assistance.
- 20.10 Administrative Staff may request a union of which they are a member for representation at the stage stated in clause 20.5 of this Agreement, or subsequently.

## **21 Occupational Health and Safety**

- 21.1 IMB is committed to ensuring a safe and healthy work environment for all Administrative Staff.
- 21.2 IMB's Occupational Health and Safety Committee, which consists of Administrative Staff members and management, is responsible for addressing and communicating to senior management health and safety concerns relating to IMB and the Administrative Staff, in accordance with IMB's Occupational Health and Safety Policy in place from time to time, the Occupational Health and Safety Act 2000 and other relevant legislation.

## **22 Workers Compensation**

### **Procedure and documentation**

- 22.1 Administrative Staff on workers compensation must cooperate in any approved return to work programme and comply with the terms of the programme.

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*Michael Gray*



22.2 When claiming workers' compensation 'make up' pay, Administrative Staff must submit:

22.2.1 any medical certificate from the appropriate workers' compensation authority for all claims; and

22.2.2 evidence of payments being received under workers' compensation as required by IMB.

22.3 Medical certificates must include the following details:

22.3.1 the Administrative Staff member's name and-address;

22.3.2 the nature of the illness or injury;

22.3.3 the cause of the illness or injury;

22.3.4 the period the Administrative Staff member is likely to be unfit for work;

22.3.5 the date the Administrative Staff member first consulted the medical practitioner;

22.3.6 the medical practitioner's name, qualifications, address and signature; and

22.3.7 the date of issue of the certificate.

## 23 Amenities

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

## 24 Uniforms

24.1 If IMB requires any Administrative Staff to wear a distinctive uniform, or where the work requires protective clothing, IMB will supply such uniform or clothing to such Administrative Staff free of charge.

24.2 Any uniform or protective clothing supplied to an Administrative Staff member under clause 24.1 of this Agreement shall remain the property of IMB, and must be returned by the Administrative Staff member to IMB upon termination of employment.

## 25 Availability of this Agreement

25.1 A copy of this Agreement will be available in the workplace to be viewed by Administrative Staff.

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*Heather Matthews*

## 26 Anti Discrimination

- 26.1 It is the intention of the parties to seek to achieve the objects of preventing and eliminating discrimination in the workplace, as prohibited under the Anti Discrimination Act 1977. This clause does not create any rights or obligations additional to those imposed upon the parties by the Anti Discrimination Act 1977, and nothing in this clause is taken to affect:
- 26.1.1 any conduct, act or omission which is specifically exempted from the Anti Discrimination Act 1977, or other applicable anti discrimination legislation.
  - 26.1.2 offering or providing junior rates of pay to persons under 21 years of age.
  - 26.1.3 a party to this Agreement from pursuing matters of alleged unlawful discrimination in any competent State of Federal jurisdiction.

## 27 Freedom of association

- 27.1 IMB and Administrative Staff support the principle that Administrative Staff have freedom of association, and that no Administrative Staff member shall be discriminated against by IMB or any other Administrative Staff member for choosing to belong, or not belong, to an industrial organisation.

## 28 No Extra Claims

- 28.1 The Administrative Staff undertake that there will be no further claims made against IMB during the operation of this Agreement, either in relation to the matters contained within this Agreement or any other matters.

## 29 Definitions

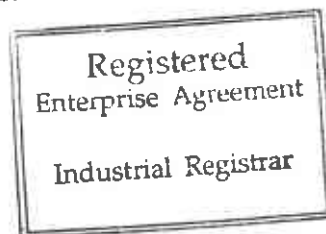
### Definitions

- 29.1 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 Administrative Staff member, that is of similar status, having regard to the Administrative Staff member's remuneration, skills and experience.

**Act** means the Industrial Relations Act 1996, or any successor legislation.

**Administrative Staff** means current and future employees of IMB, except Exempt Administrative Staff, performing work in the following positions described, who are now graded as follows:



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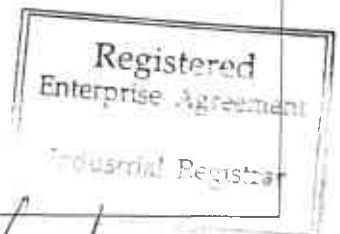
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*R. Mahalingam*

Position Title	Grade	Skill Descriptors
Accounts Clerk Grade 1, Member Support Officer Grade 1, Property and Support Services Officer Grade 1	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> <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>
Accounts Clerk Grade 2 Lending Administration Officer Grade 2 Lending Services Officer Grade 2 Member Support Officer Grade 2 Property and Support Services Officer Grade 2 IT Technical Services Officer Grade 2	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>
Accounts Clerk Grade 3 Broker Services Officer Grade 3 Collections Officer Grade 3 IT Help Desk Operator Grade 3 HR Administrative Officer Grade 3 Lending Administration Officer Grade 3	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> </ul>

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*Carina*  
*LM Mackenzie*  
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<p>Lending Services Officer Grade 3</p> <p>Member Support Officer Grade 3</p> <p>Payroll Officer Grade 3</p> <p>Property and Support Services Officer Grade 3</p> <p>IT Quality Assurance Officer Grade 3</p> <p>IT Technical Services Officer Grade 3</p> <p>Wholesale Funding Assets Officer Grade 3</p>		<ul style="list-style-type: none"> <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 IMB employees and/or customers.</li> </ul>
<p>Accounts Clerk Grade 4</p> <p>Broker Services Officer Grade 4</p> <p>Collections Officer Grade 4</p> <p>IT Help Desk Operator Grade 4</p> <p>HR Administrative Officer Grade 4</p> <p>Lending Administration Officer Grade 4</p> <p>Lending Services Officer Grade 4</p> <p>Member Support Officer Grade 4</p> <p>Payroll Officer Grade 4</p> <p>Property and Support Services Officer Grade 4</p> <p>IT Quality Assurance Officer Grade 4</p> <p>Senior Accounts Clerk</p>	<p>4</p>	<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 IMB employees, 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 IMB employees.</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>



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<p>Grade 4</p> <p>IT Technical Services Officer Grade 4</p> <p>Wholesale Funding Assets Officer Grade 4</p>		
<p>Broker Services Officer Grade 5</p> <p>Collections Officer Grade 5</p> <p>IT Help Desk Operator Grade 5</p> <p>HR Administrative Officer Grade 5</p> <p>Lending Administration Officer Grade 5</p> <p>Lending Services Officer Grade 5</p> <p>Member Support Officer Grade 5</p> <p>Payroll Officer Grade 5</p> <p>Property and Support Services Officer Grade 5</p> <p>IT Quality Assurance Officer Grade 5</p> <p>Senior Accounts Clerk Grade 5</p> <p>IT Technical Services Officer Grade 5</p> <p>Wholesale Funding Assets Officer Grade 5</p>	<p>5</p>	<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 tasks, products, policies and procedures of the workplace.</li> <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> <div data-bbox="938 1518 1257 1731" style="border: 1px solid black; padding: 5px; margin: 20px auto; width: fit-content;"> <p style="text-align: center;"><b>Registered</b> Enterprise Agreement <b>Industrial Registrar</b></p> </div>

**Agreement** means the IMB Ltd Administrative Enterprise Agreement 2002.

**Award** means the Clerical and Administrative Employees in Permanent Building Societies (State) Award.

*Lhs*

*For Claret & Makin*

**Banked Time** means time accrued by Administrative Staff pursuant to clause 14.1 of this Agreement.

**Bonus Pool** means an amount equating to 3% of the total of the wages of all IMB Administrative Staff covered by this Agreement, calculated at the base wage for each Administrative Staff member.

**Call Centre Staff** means employees of IMB employed in the Call Centre of IMB.

**Core Hours** means:

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

Between 8:00am and 3:00pm, Saturday, inclusive; and

Work performed on a Sunday, as may be requested by an Administrative Staff member, and agreed to by IMB from time to time.

**Exempt Administrative Staff** means Call Centre Staff and Trainee Staff.

**IMB** means IMB Limited.

**IRC** means Industrial Relations Commission of New South Wales.

**Line Management** means Team Managers, Regional Managers, Departmental Managers [any other relevant positions].

**Ordinary Hourly Rate** means the actual hourly rate payable to an Administrative Staff member, in accordance with clauses 11.2 and 11.3 of this Agreement. In the case of Administrative Staff members 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.

**Opt In Clauses** means clauses 8.3, 8.4, 8.5, 9.3, 9.4, 9.5, 9.11, 9.12, 9.13, 10.6, 13.3.1, 13.3.2 and 15.3 of this Agreement.

**Overtime** means, all time worked by an Administrative Staff member that has been directed and authorised by Line Management, in accordance with clause 13.1 of this Agreement.

**Public Holiday** means a day declared by the Federal or New South Wales Governments to be a public holiday.

**Relief Administrative Staff** means Administrative Staff employed by IMB to relieve the positions of Administrative Staff members who are absent from work for any reason.

**Trainee Staff** means 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 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.



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## Execution

Executed as an Enterprise Agreement

Date:

Signed by the Chief Executive Officer of  
IMB Limited for and on behalf of IMB  
Limited:



Signature of Peter Wayne Morris

Signed by members of Administrative  
Staff Joint Consultative Committee on  
behalf of Administrative Staff to be  
covered by this Agreement:

Signature of: *SUSAN BLACKSHAW*  
(Print name)

*PAYROLL OFFICER*  
Position

Signature of: *ROBYN MAHONEY*  
(Print name)

*LENDING SERVICES POLICY & DEVELOPMENT OFFICER*  
Position

Signature of: *JOAN MATTHEWS*  
(Print name)

*LENDING SERVICES ADMINISTRATION  
OFFICER*  
Position

Signature of:  
(Print name)

Position

Signature of:  
(Print name)

Position

Signature of:  
(Print name)

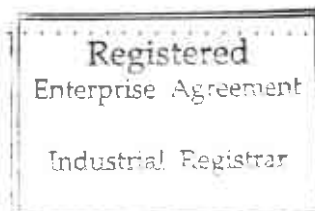
Position

Signature of:  
(Print name)

Position

Signature of:  
(Print name)

Position



## Schedule

### Performance based bonus system for Administrative Staff

#### 1 Aims of the Performance Based Bonus System

1.1 The aim of IMB's proposed performance based bonus system for Administrative Staff is to incorporate the basic principles of remuneration management, namely:

##### 1.1.1 'REM' PRINCIPLES

(a) KEY OBJECTIVES of the Performance Based Bonus 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) Administrative Staff 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 employee scrutiny

(b) Results can be easily reported and examined

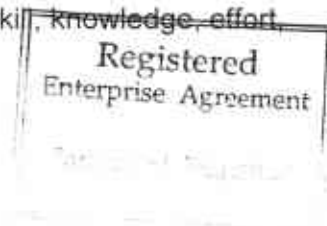
(c) Systems have a valid foundation

(d) Framework provides for consistent application

(e) Independently verifiable

##### 1.1.5 AFFORDABLE

(a) Financially responsible



*Handwritten signatures and initials:*  
A large signature, possibly "Paul...", is written across the bottom of the page. To its right, there are several initials, including "LH".



- (b) Organisational capacity to pay

1.1.6 PERFORMANCE

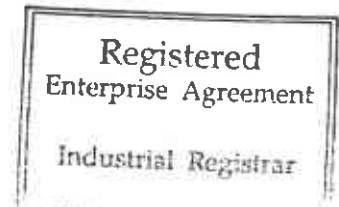
- (a) Compliments innovation and diversity
- (b) Good return on investment / value for money
- (c) Motivates better levels of achievement
- (d) Rewards those people who achieve most

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 and Feedback System'.
- 2.2 Administrative Staff are to be evaluated in two main areas, being:
  - 2.2.1 Skills, competencies, and accountabilities: individual competence and performance measured against the core skill requirements and accountabilities of the position.
  - 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 Administrative Staff member's employment).

*John Andrew* *LL* *28*

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 scale of 1 to 5 as follows:

Performance Level	Rating	Performance	Level Description
Outstanding	5 (85%+)	This employee has exceeded performance criteria by a wide margin in all key areas. The employee is extremely effective in all areas specified and is benchmarked as the standard by which others are measured for this category.	Performance (OP)
Exceeds Requirements	4 (70-84%)	This employee has either achieved expected performance criteria, or has exceeded in one or two critical areas while meeting expectations in lesser priority areas. This employee is consistently demonstrating highly effective behaviours and is consistently performing above the standards defined in the specified area.	Performance (ER)
Meets Requirements	3 (55-69%)	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 of IMB employees.	Performance (MR)
Below Requirements	2 (45-54%)	This employee has generally met the performance criteria with the exception of one or two areas. This employee may demonstrate effective competence in some of the indicators, but there are still core skill gaps to be developed.	Performance (BR)

Performance Level	Rating	Performance	Level Description
Needs Improvement	1 ( > 45%)	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 regarding the expected IMB approach is required.	Performance (NI)

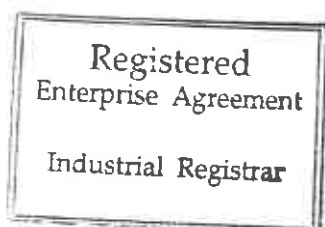
#### 4 Performance Based Bonus Percentages Payable to Administrative Staff

4.1 The following table indicates the bonus payment ranges payable to Administrative Staff based on the different overall performance rating achieved by an Administrative Staff member:

Overall Performance Rating Achieved	% Bonus payable
Outstanding (O)	3-7%
Exceeds Requirements (ER)	2-5%
Meets Requirements (MR)	1-3%
Below Requirements (BR)	0%
Needs Improvement (NI)	0%

4.2 To avoid doubt, an individual Administrative Staff member who receives a particular performance rating will receive at least the minimum bonus payment percentage specified for the applicable performance rating, but may receive a higher bonus payment up to the maximum percentage applicable for that performance rating.

4.3 Any bonus payment higher than the minimum percentage applicable to an individual Administrative Staff member will be an amount based upon a proportional distribution from the Bonus Pool of amounts remaining, after determination of the minimum amounts payable to eligible Administrative Staff members.



*LL*

*John Smith R. Macdonald*