



Individual Flexibility Arrangements Webinar.

Speaker Notes.

Fair Work Act 2009: s144 and s203

Introduction: Slide 3

Legislation:

Section 144 of the Fair Work Act 2009 provides that all modern awards must include a flexibility term enabling the employer and employee to develop and agree on an IFA. If such an arrangement is made, the IFA will be taken to be a term of the modern award.

An Award or Enterprise Agreement provides the conditions of employment for a workplace or an industry but may lack the flexibility required to operate efficiently.

An Individual Flexibility Arrangement provides scope for variation to certain provisions of the Award or Agreement allowing for the extra flexibility.

Purpose of the IFA: Slide 4

An IFA allows for five specific Award provisions that may be amended. However not all five provisions need to be included in an IFA.

Coercion: Slide 6

Pressuring an employee, or an employer into entering an IFA is a breach of the Fair Work Act 2009.

To treat an employee differently if they do not agree to an IFA is considered either adverse action or discrimination and may result in a General Protections dispute being lodged or a discrimination claim. Both are very unpleasant.



Considerations: Slide 8

Do not rush into an IFA particularly if it is they are a new undertaking to the business. The questions and comments in the presentation are not exhaustive but are the starting point of what needs to be considered.

The primary focus of the IFA is longevity – will it last the distance or crash and burn in a few months.

Employer Responsibilities: Slide 12

The onus is on the employer to ensure the employee fully understands the IGA process, and to provide a mock calculation using the award and the proposed IFA to show the differences between both. And to confirm the employee is better off overall under the IFA.