



Australian Government

ComSuper

**COMSUPER
ENTERPRISE AGREEMENT
2010-2011**

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SECTION A – TITLE AND SCOPE OF AGREEMENT

1. TITLE

1.1 This Agreement shall be referred to as the *ComSuper Enterprise Agreement 2010-2011*.

2. PARTIES COVERED

2.1 This Agreement covers all APS employees of ComSuper who are employed under the provisions of the *Public Service Act 1999*, but it does not cover any Senior Executive Service employee nor any employee whose salary is not paid by ComSuper.

2.2 This Agreement is made under section 172 of the *Fair Work Act 2009* and shall cover:

- a) the Chief Executive Officer, on behalf of the Commonwealth;
- b) all employees engaged under the *Public Service Act 1999* in ComSuper (other than those employees specified in clause 2.1); and
- c) the Community and Public Sector Union (if Fair Work Australia notes this in its decision to approve this Agreement).

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence operation seven days after Fair Work Australia approves this Agreement and will have a nominal expiry date of 30 June 2011.

4. RELATIONSHIP WITH LEGISLATION AND POLICIES

4.1 Without incorporating the terms of any legislation into this Agreement, it is acknowledged that employment in ComSuper is subject to the provisions of various Acts (and regulations or instruments made under those Acts) in force from time to time, including:

- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Occupational Health & Safety Act 1991*
- *Public Service Act 1999*
- *Public Employment (Consequential and Transitional) Amendment Act 1999*
- *Safety, Rehabilitation and Compensation Act 1988*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- *Superannuation Productivity Benefit Act 1988*
- *Fair Work Act 2009*

4.2 There are guidelines and policies which prescribe conditions for working in the agency. Employees should make themselves familiar with these guidelines and policies which may be varied from time to time following consultation with the members of the Workplace Relations Committee and which will apply in the form they are in as at the time of any relevant action/decision. For assistance, particular guidelines and policies are identified in the relevant clauses throughout this Agreement. If there is any inconsistency between the guidelines and policies and the express terms of this Agreement, the express terms of this Agreement will prevail. Any guidelines or policies referred to in this Agreement are not incorporated into, and do not form part of, this Agreement.

- 4.3 Employees have access to dispute resolution and review of action provisions outlined in Section P - Dispute Resolution and Section Q - Review of Actions in relation to a matter arising under this Agreement or guidelines and policies that support the provisions of this Agreement.

5. A COMPREHENSIVE AGREEMENT

- 5.1 This Agreement is a comprehensive Agreement.
- 5.2 The Chief Executive Officer may, in writing, delegate any of the Chief Executive Officer's powers or functions under this Agreement.

6. NO EXTRA CLAIMS

- 6.1 The persons covered by this Agreement shall not make extra claims that affect an employee's terms and conditions of employment which apply for the period of operation of the Agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, other than as provided for in clause 34.1 and clause 56.

7. SUPERANNUATION

- 7.1 The Government has provided choice of superannuation fund to Commonwealth civilian employees to provide employees with greater choice and control over their superannuation savings.
- 7.2 ComSuper will provide choice of superannuation for eligible employees who are members of the Public Sector Superannuation accumulation plan (PSSap) or who are eligible to join the PSSap.
- 7.3 Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will be utilised in accordance with the relevant legislation and requirements.
- 7.4 ComSuper's default superannuation fund will be the Public Sector Superannuation accumulation plan. Where an employee exercises superannuation choice to a fund other than PSSap, ComSuper will pay employer contributions equivalent to the Superannuation Guarantee Contribution rate as defined by the Australian Taxation Office.

8. FREEDOM OF ASSOCIATION

- 8.1 The parties recognise that employees are free to choose to join or not join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.
- 8.2 Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and the relevant industrial legislation.

SECTION B – DEFINITIONS

- "Agency"
"FWA"
- "APS"
"Enterprise Agreement"
- "Chief Executive Officer"
- "ComSuper"
- "CPSU"
"Employee"
- "Higher Duties"
- "Immediate family" or "household"
- "Non-ongoing Employee"
- "Medical Certificate"
"Registered Health Practitioner"
- "Salary for all purposes"
- "The Act"
"The Union"
- "This Agreement"
"Transfer"
- "22 Day Rule"
- means ComSuper;
 - means the national workplace relations tribunal established by the *Fair Work Act 2009*, Division 2, Subdivision A, 575;
 - means the Australian Public Service;
 - means an agreement made in accordance with Part 2-4, Division 2 of the *Fair Work Act 2009*;
 - means the person for the time being performing the duties of the Chief Executive Officer of ComSuper and includes a person to whom the Chief Executive Officer has delegated a power or function under this Agreement.
 - means the Chief Executive Officer and the employees referred to in section 26 of the *Superannuation Act 1976* commonly known as Commonwealth Superannuation Administration;
 - means Community and Public Sector Union
 - means an ongoing or non-ongoing employee either full-time, part-time or casual employed by ComSuper pursuant to the *Public Service Act 1999*;
 - means the temporary assignment of duties at a higher classification level;
 - means a relation by blood, marriage in fact or law, adoption, fostering or traditional kinship, or a person who stands in a demonstrated genuine domestic relationship with an employee. Members of an employee's immediate family or household may include a spouse (including a former spouse, a de facto spouse and a former de facto spouse); a child or an adult child (including an adopted child, a step child or an ex-nuptial child); a parent, a grandparent, a grandchild or a sibling of the employee or spouse of the employee;
 - means an employee engaged by ComSuper pursuant to section 22 of the *Public Service Act 1999* for a specified task or a specified term or for duties that are irregular or intermittent;
 - means a certificate signed by a registered health practitioner;
 - means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration of health practitioners (or health practitioners of that type);
 - means the employee's rate of salary/pay in accordance with Section G of this Agreement excluding any lump sum bonus. Participation in salary sacrifice arrangements will not affect salary for these purposes unless specifically authorised or specified;
 - means the *Fair Work Act 2009*;
 - Means the CPSU or other unions that are party to this Agreement
 - means the *ComSuper Enterprise Agreement 2010-2011*
 - means the assignment of duties at or below level on an ongoing or temporary basis as appropriate;
 - means that where an employee takes more than 22 working days of Leave Without Pay (that does not count as service) in an accrual year, the working days in the accrual period used for the calculation of the employee's Personal Leave credits will be reduced by the total number of days of the Leave Without Pay. Also, the payment of any increments will be deferred by the total number of days of the Leave Without Pay. Periods of Leave Without Pay of less than 22 days will be aggregated but only full days are counted;

SECTION C – OBJECTIVES

9. SHARED OBJECTIVES

- 9.1 The objectives of this Agreement are to provide the terms and conditions of employment for those employees it covers for its duration and to make an important contribution to achieve a level of service delivery that will assist ComSuper to continue as an administrator of choice.
- 9.2 This Agreement will assist in achieving this goal by:
- focusing on enhancing performance through employee and management commitment to the implementation and achievement of ComSuper's business strategies and goals;
 - continuing to provide and extend scope for employees to balance their work and personal lives;
 - building upon and better using employees' skills (including aiding employee mobility and employee development);
 - providing an employment framework that will assist and contribute to ComSuper meeting the service standards established with the Boards and clients; and
 - maintaining a safe and healthy working environment that encourages healthy lifestyles amongst ComSuper employees, with a particular focus on health factors that may assist in reducing absenteeism and increasing/encouraging productivity.

10. MEETING BUSINESS STRATEGIES

- 10.1 ComSuper requires commitment from all employees to implement the business strategies as outlined in the *ComSuper Strategic Business Plan*.
- 10.2 This entails ComSuper and its employees working co-operatively to:
- a) support and sustain organisational development and growth;
 - b) support the projects that will be managed throughout ComSuper during the next two years;
 - c) optimise business processes;
 - d) effectively meet the requirements of clients (both internal and external clients);
 - e) implement best practice across all areas; and
 - f) optimise the flexible use of resources.

11. IMPROVING CLIENT SERVICE

- 11.1 ComSuper and its employees commit to continuing support for improving standards of service (as agreed from time to time with the Boards of Trustees or with the ComSuper Executive).
- 11.2 It is an agreed objective to provide excellent service to all clients that is:
- Timely, accurate and complete;
 - Legislatively compliant;
 - Designed with the client in mind;
 - Personalised to client needs; and
 - Multi-channel delivered.
- 11.3 ComSuper and its employees are also committed to take advantage of additional technology to deliver improved communication and interaction with clients.

12. CONTINUOUS IMPROVEMENT

- 12.1 Fostering and supporting a continuous improvement culture in ComSuper is an agreed objective. In this context, ComSuper and its employees will strive for improved performance and accountability.
- 12.2 Feedback from client surveys, participation in benchmark surveys, improvements in procedures and work practices, computer system developments and a commitment to employee development are all expected to play a part in the continuous improvement process.
- 12.3 Examination of options for buying in external expertise, contracting out functions and services, restructuring of work areas and changes to existing functions are all likely to arise during the life of this Agreement. Changes to functions or contracting out may result in some need to alter the staffing profile and this will be undertaken in accordance with the Consultation and Redeployment and Redundancy provisions of this Agreement.
- 12.4 As a general principle, those covered by this Agreement accept that flexibility in organisational structures is agreed.

SECTION D – CONSULTATION AND EMPLOYEE RIGHTS

13. CONSULTATION

13.1 This term applies if:

- a) the Agency has made a definite decision to introduce major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- b) the change is likely to have a significant effect on employees of the enterprise.

13.2 The Agency must notify the relevant employees of the decision to introduce the major change.

13.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

13.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative

the Agency must recognise the representative.

13.5 As soon as practicable after making its decision, the Agency must:

- a) discuss with the relevant employees:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on the employees; and
 - iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - i) all relevant information about the change including the nature of the change proposed; and
 - ii) information about the expected effects of the change on the employees; and
 - iii) any other matters likely to affect the employees.

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

13.7 The Agency must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

13.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Agency, the requirements set out in subclauses 13.2, 13.3 and 13.5 are taken not to apply.

13.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the Agency's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or

- g) the restructuring of jobs.
- 13.10 In this term, relevant employees means the employees who may be affected by the major change.
- 13.11 In addition to (but not inconsistent with) the procedures outlined above, ComSuper is committed to communicating and consulting with employees and the union on workplace issues.
- 13.12 A Workplace Relations Committee (WRC) comprising the Chief Executive Officer, management representatives, employees and the union will be the primary consultation forum in ComSuper.
- 13.13 The WRC will operate as outlined in the ***Workplace Relations Committee Charter***. The charter sets out the WRC terms of reference including purpose and role, responsibilities, composition and administrative arrangements.
- 13.14 ComSuper will maintain the WRC to consult directly with its employees and the union about significant decisions that affect their working lives. This includes the application of this Agreement, extent of use of individual flexibility arrangements, other significant issues and management practices (where they concern this Agreement). The parties to this Agreement acknowledge the WRC will have a role in monitoring these issues.
- 13.15 To supplement the general consultation process described above, ComSuper will provide affected employees with the following information on all proposals as appropriate:
- a) a brief description of and rationale for the proposal/initiative;
 - b) a description of existing arrangements;
 - c) a broad description of proposed changes;
 - d) relevant schedules, programs and timetables;
 - e) the impact on employees - when known, including any proposals for changing designations, classification levels or work organisation; and
 - f) any outsourcing arrangements.
- 13.16 The WRC will be consulted about the policies that support this Agreement. These policies are identified in the relevant clauses and provide more detailed guidance to managers and employees on the application of the provisions of the Agreement. Decisions, or actions, will be in conjunction with the policy in effect at the time of the decision or action. Changes to the policies that support this Agreement will only be made following consultation with the WRC.
- 13.17 ComSuper will provide facilities to assist employee representatives to represent all employees effectively. Facilities will include:
- a) Reasonable access to training in workplace relations matters, including occupational health and safety measures;
 - b) Reasonable appropriate time off from normal duties to undertake the duties associated with employee representation;
 - c) Reasonable use of facsimiles, photocopiers, telephone and computer equipment.
- 13.18 To assist with the process of consultation, noticeboards will be available for the publication of relevant material. However, the Chief Executive Officer will have the right to remove any material considered inappropriate.

14. PRINCIPLES FOR WORKPLACE DELEGATES

- 14.1 The role of union workplace delegates is to be respected and facilitated.
- 14.2 Agencies and workplace delegates must deal with each other in good faith.

- 14.3 The rights of union workplace delegates and recognised representatives include but are not limited to:
- a) the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - b) recognition by the Agency that endorsed workplace delegates speak on behalf of their members in the workplace;
 - c) the right to participate in collective bargaining on behalf of those who they represent, as per *the Fair Work Act 2009*;
 - d) the right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
 - e) reasonable paid time off to represent union members in the Agency at relevant union forums;
 - f) reasonable access to Agency facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to agency policies and protocols;
 - g) reasonable paid time during normal working hours to consult with colleagues in the workplace;
 - h) reasonable access to appropriate training in workplace relations matters including training provided by union;
 - i) the right to consultation, and access to relevant information about the workplace and the agency; and
 - j) the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

14.4 The Agency will seek to facilitate official union communication with employees by means that may include:

- a) the use of email as a means of communicating with employees and other means of information sharing, including written materials, electronic billboards and access to websites; and
- b) group or individual meetings between employees and their representatives.

14.5 In exercising their rights, workplace delegates and unions will consider operational issues, agency policies and guidelines and the likely affect on the efficient operation of the Agency and the provision of services by the Commonwealth.

15. INDUCTIONS

15.1 ComSuper will invite the union to present a formal session in orientation programs for new employees. Where requested, a union workplace delegate will be released to assist with the presentation.

SECTION E – CLASSIFICATION STRUCTURE

16. EIGHT LEVEL STRUCTURE

- 16.1 ComSuper will maintain the APS eight level classification structure consisting of APS Level 1-6 and Executive Levels 1 and 2 to ensure that mobility throughout the APS is not restricted. Subject to the Chief Executive Officer's approval, local titles or designations (such as Lawyer, Accountant etc) may be used in addition to APS classifications to facilitate recruitment advertising as well as to identify jobs within ComSuper. Local titles or designations will not impact on the classification level of the job.

SECTION F – WORKING ARRANGEMENTS

17. HOURS OF DUTY

- 17.1 The daily ordinary working hours for full-time employees are 7 hours and 30 minutes.
- 17.2 The standard working day comprises the hours 8.30am to 12.30pm and 1.30pm to 5.00pm.
- 17.3 The standard working week is Monday to Friday.
- 17.4 For part-time employees the daily ordinary hours are the hours agreed in the relevant part-time work agreement.
- 17.5 It is agreed that once a work pattern is established employees are expected, subject to the flextime scheme, to adhere to the hours of duty of the usual, agreed or specified work pattern.

18. BANDWIDTH

- 18.1 Service delivery hours (bandwidth) are 7.00am to 8.00pm Monday to Friday.

19. USUAL WORK PATTERNS

- 19.1 The usual work pattern is the standard working day and week as defined in clauses 17.2 and 17.3.
- 19.2 Unless an employee makes an agreement under clauses 20.1 or 21.1, an employee's normal work pattern will be consistent with the standard working day and week as defined in clauses 17.2 and 17.3.
- 19.3 Except by written agreement between the employee and their manager, an employee working the usual work pattern will not have that work pattern varied during the life of this Agreement.
- 19.4 Employees should not work for more than five hours without a meal break of at least 30 minutes. Any extension of the five hour period should be by mutual consent between the employee and the relevant manager.
- 19.5 As a general rule employees should not work more than 10 hours in a day.
- 19.6 Part-time employees will continue to work the specified hours in their part-time agreement unless otherwise agreed.

20. AGREED WORK PATTERNS

- 20.1 An employee may enter into an agreed work pattern that allows the employee to work regular hours of duty other than the standard working day or the standard working week.
- 20.2 Full-time employees who participate in an agreed work pattern will work 150 hours over a four week flextime settlement period. The agreed working pattern will normally fall within the bandwidth.
- 20.3 Where an employee requests an agreed work pattern outside the bandwidth, including on Saturday or Sunday, the manager may agree to this, subject to operational requirements and work availability. Any hours worked on this basis will be considered 'ordinary hours' and not attract additional duty rates.

- 20.4 Subject to operational requirements and the agreement of their manager, part-time employees will be able to adjust their part-time hours and work patterns within the bandwidth.
- 20.5 These agreements may only be varied by written agreement between the employee and manager.
- 20.6 Employees and their manager may, by written agreement, negotiate a fixed term work pattern. At the end of this period, the employee's work pattern will revert to the hours worked prior to entering the fixed term agreement unless a further agreement is reached.
- 20.7 Access to agreed work patterns shall be as outlined in ComSuper's ***Attendance and Flextime Policy***.

21. SPECIFIED WORK PATTERNS

- 21.1 To facilitate the increase in service delivery hours, ComSuper may engage full-time, part-time, fixed term, irregular or intermittent employees as appropriate to meet operational needs. The hours of duty and patterns of attendance for these employees will be specified in relevant vacancy notifications.
- 21.2 These hours may be varied by written agreement between an employee and manager.

22. ATTENDANCE AND ABSENCE

- 22.1 All employees are responsible for the accurate recording of their attendance for duty each day by a method approved by the Chief Executive Officer.
- 22.2 Employees who are unable to attend for duty on a particular day should notify their manager by 10am. Absences should be recorded as soon as practicable upon resumption of duty by a method approved by the Chief Executive Officer.
- 22.3 Employees are responsible for ensuring that applications for unplanned leave are lodged no later than the end of the flex settlement period in which the absence/s occurred. Managers are responsible for actioning applications for leave as soon as practicable after the application has been submitted.
- 22.4 Managers are responsible for monitoring that leave applications accurately reflect the employee's attendance record.
- 22.5 All short term absences greater than five minutes from ComSuper premises that are not for official business purposes will be recorded on the employees' attendance record.
- 22.6 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement (eg, flexible working arrangements and flextime) will cease to be available until the employee resumes duty or is granted leave.
- 22.7 Recording of attendance and absence shall be as outlined in ComSuper's ***Attendance and Flextime Policy***.

23. ROSTERED HOLIDAY PERIOD

- 23.1 In addition to the public holidays set out in clause 30, employees will also observe two rostered days off each year during the period between Christmas and New Year. Employees will not usually be required to attend ComSuper on these days, except where clause 23.2 applies. Employees will be granted leave at normal pay. In addition, employees will not be required to acquit this period of leave from their leave entitlements.

- 23.2 ComSuper will deliver customer service to the public on the two working days between the close of business on the last working day before Christmas Day and the commencement of business hours on the first working day after the New Year's Day public holiday each year.
- 23.3 To facilitate customer service volunteers will be sought to work over these days. The number of volunteers required for operational reasons will be set out in the **Rostered Holiday Period Policy**, to be developed in consultation with the WRC by 1 September 2010. The volunteers can choose one of the following two options for time worked on the two days:
- a) receive overtime payment at the rate of double time and a half of normal time; or
 - b) receive a maximum of four days off in lieu (calculated at the rate of two days in lieu for one full day of work) to be used between 1 December 2010 and 30 April 2011.
- 23.4 If sufficient numbers of volunteers are not received from identified work areas, then Group Managers will be required to consider whether volunteers from other areas of ComSuper have appropriate skills to undertake the work;
- 23.5 If there are not sufficient numbers of volunteers across the Agency to ensure operational requirements, then Group Managers may require staff to work over this period.
- 23.6 If there are more volunteers than required for the critical work, Group Managers will need to decide on whether to accept or decline these requests on the basis of operational requirements.
- 23.7 Volunteers will notify their Group Manager of their choice between time off in lieu or double time and half overtime in writing by 30 September 2010. Where nominating time off in lieu, the volunteer will also nominate preferred dates to use that time.
- 23.8 The Group Manager will respond in writing and confirm the roster by 1 November 2010. If the volunteer's preferred dates for time in lieu cannot be met for operational reasons, the Group Manager must advise the employee of the reasons in writing by 30 November 2010.
- 23.9 Sequence of Events:

Date	Action
01 September 2010	Group Managers call for volunteers to work between Christmas and New Year.
30 September 2010	Volunteers have advised Group Managers of their preferred work option (i.e. Double time and a half overtime or four days time off in lieu), and dates for the leave to be taken if the preferred option is time in lieu.
01 October 2010	Where initial calls for volunteers within applicable areas do not meet operational requirements, ComSuper will consider volunteers with appropriate skills from other areas.
15 October 2010	If there are insufficient volunteers with appropriate skills, the Group Managers will advise employees if they will be required to work during the rostered holiday period for operational reasons.
1 November 2010	Where volunteers preferred time of in lieu dates cannot be met for operational requirements, the Group Manager will advise the volunteer of the reasons in writing.
1 November 2010	Group Manager releases roster to volunteers.

- 23.10 ComSuper is committed to ensuring all employees have their rostered holiday period off. Employees who work between Christmas and New Year and opt for time off in lieu will only be required to work on the agreed deferred rostered days in an emergency. In these instances, employees will be eligible to be paid overtime or to take time in lieu in accordance with overtime rules for public holidays

- 23.11 If a part or all of any day referred to in clause 23.10 above is declared a holiday, ComSuper employees will receive an equivalent flex credit based on the daily standard working day referred to in clause 17.2.
- 23.12 If an employee's employment in ComSuper ends before the time off in lieu is used, the employee will receive payment in lieu of that time off.

24. FLEXTIME SCHEME

- 24.1 Flextime is a system of flexible working hours which enables employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to clients, employees and ComSuper. All ComSuper employees covered by this Agreement may, subject to operational requirements, utilise the ComSuper Flextime Scheme.
- 24.2 Ordinary hours of work for full-time employees participating in the ComSuper Flextime Scheme will be 150 hours over a four week (20 working day) period known as the settlement period.
- 24.3 The maximum credit carryover will be 40 hours per settlement period for full-time employees and 10 hours for part-time employees.
- 24.4 The maximum flex debit will be ten hours per settlement period for full-time employees and five hours for part-time employees.
- 24.5 Subject to operational requirements a maximum of five flex days can be utilised per settlement period. Three of these days can be taken consecutively.
- 24.6 Excess flex debits cannot be acquitted as Annual Leave. Excess flex debits may only be acquitted as Leave Without Pay.
- 24.7 Subject to prior approval from the relevant manager, flex credits can accrue where an employee is performing duties outside ComSuper's business premises.
- 24.8 Employees are to seek prior approval from the relevant manager if they wish to utilise flex credits.
- 24.9 Employees who have a flex credit in excess of 40 hours will be entitled to take sufficient flex leave in order to reduce their flex credit to below 40 hours. The date and duration of the flex leave to be taken will, wherever possible, be by agreement between the employee and the relevant manager, however if agreement cannot be reached, the employee will be entitled to elect to take flex leave by the completion of either the current settlement period in which the request was made, or the next settlement period after the request was made.
- 24.10 With the approval of the Chief Executive Officer, up to 40 hours of an employee's flex credit can be paid out on separation from ComSuper. The Chief Executive Officer should see clear evidence of an endeavour by the employee to reduce their flex credit prior to separation. An employee must have had an exit interview in order to claim payment of flex credit under this clause.
- 24.11 An employee's flex debit will be considered as part of normal financial reconciliations undertaken when an employee separates from ComSuper.
- 24.12 Flextime may be used in lieu of other leave for part day absences.
- 24.13 Access to the Flextime Scheme shall be as outlined in ComSuper's ***Attendance and Flextime Policy***.

25. REVERSION TO STANDARD HOURS

- 25.1 Access to flexible working arrangements will not apply in circumstances where:
- a) the employee's manager considers that the employee's attendance is unsatisfactory or
 - b) the employee's manager determines that the employee is misusing the arrangements, or
 - c) an employee with an approved compensation claim is on an authorised Return to Work Plan.
- 25.2 In these circumstances, an employee's manager must counsel the employee concerned and provide the opportunity for the employee to improve his or her attendance before recommending to the Chief Executive Officer that the employee be placed on standard hours.
- 25.3 Access to flexible working arrangements may be restored where a manager is satisfied that an employee's attendance is satisfactory. A review of the employee's attendance should be completed within three months from the date the employee was placed on standard hours.
- 25.4 Reversion to standard hours shall be as outlined in ComSuper's ***Attendance and Flexitime Policy***.

26. PART-TIME EMPLOYMENT

- 26.1 ComSuper recognises that part-time employment may enhance workforce flexibility and may assist employees to balance work and family responsibilities. Either the employee or ComSuper can initiate proposals for part-time work. An employee will only move to part-time employment by agreement.
- 26.2 Requests for regular part-time work will be agreed subject to operational requirements.
- 26.3 A part-time employee is one whose ordinary hours of work are less than 150 hours over a four week period.
- 26.4 Part-time employees can vary their ordinary hours of work within the ComSuper four week flexitime settlement period subject to operational requirements.
- 26.5 At the end of the settlement period, part-time employees are entitled to carry over a flex credit of ten hours or a flex debit of five hours.
- 26.6 Managers of part-time employees shall ensure that the workload placed upon those employees reflects the hours worked by the employee.
- 26.7 Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.
- 26.8 Part-time employees will accrue Annual Leave on a pro rata basis. Annual Leave granted will be deducted from credits on an hour for hour basis, with no salary variation.
- 26.9 Part-time employees will accrue Personal Leave on a pro rata basis.
- 26.10 Personal Leave granted will be deducted from credits on an hour for hour basis, with no salary variation.
- 26.11 Part-time employees will be entitled to other Leave Without Pay sufficient to make up the balance where the Annual Leave accrued in a year provides less than the amount available to an equivalent full-time employee.

- 26.12 For the purposes of calculating superannuation contributions for part-time employees, the full-time hours shall be 73.5 hours per fortnight.
- 26.13 An employee returning from maternity leave will have access to part-time work until the child/ren commence their second year of primary school.
- 26.14 A parent with a child under 18 with a disability may also request a change in working arrangements.
- 26.15 A part-time employee and their manager may, by agreement, vary the ordinary hours of work. Similarly, part-time working arrangements may, for other than designated part-time jobs, be terminated by agreement.
- 26.16 Subject to agreement between the relevant manager and the employee, the Chief Executive Officer may approve the introduction of part-time employment for an employee. A full-time employee will not be required to convert to part-time hours without his or her agreement.

27. WORKING FROM HOME

- 27.1 By agreement with the relevant manager and subject to the approval of the Chief Executive Officer and meeting the conditions of the ***ComSuper Working From Home Policy*** an employee may work from home on either a regular or temporary basis.
- 27.2 The agreed arrangement can only be varied by agreement, but may be terminated by either the manager or the employee with a minimum notice period of two weeks or such shorter period as may be agreed between the manager and employee.
- 27.3 The agreed arrangement can be varied or terminated as a result of operational requirements, the inefficiency and /or ineffectiveness of the arrangement, and/or the failure of the employee to comply with specified requirements.

28. PERFORMANCE OF OUTSIDE WORK

- 28.1 Outside employment is prohibited without the prior written permission of the Chief Executive Officer, and is subject to the following conditions:
- a) the outside employment will be performed wholly in the employee's private time;
 - b) the outside employment will not place the employee in a conflict with their official duties, or would lead to the perception that they have placed themselves in conflict with their official duties;
 - c) the employee is aware of and agrees to abide by all the provisions of the APS Code of Conduct; and
 - d) the outside employment will not affect the employee's efficiency to perform his or her official duties.
- 28.2 In considering applications for permission to engage in outside employment, the Chief Executive Officer will look to strike a proper balance between the interests of ComSuper as an employer and the rights of employees to lead their private lives free from unnecessary restrictions.
- 28.3 Employees may not accept payment for outside activities which would be regarded as part of their normal duties.

29. MATURE AGE WORKERS

- 29.1 In keeping with ComSuper's commitment to work/life balance, flexible working arrangements such as part time work and other provisions contained in the Agreement can be suitable for

use by mature age employees as a means to assist their transition to retirement. Employees are encouraged to explore these flexibilities as a means of extending their work lives.

29.2 Managers will consider flexible working arrangements, including phased-in retirement, postponed retirement and options to return to work post-retirement, as a means of retaining mature age employees who might otherwise choose to leave ComSuper.

30. PUBLIC HOLIDAYS

30.1 Consistent with the *Fair Work Act 2009*, employees will observe the following public holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday and the following Saturday and Monday;
- d) ANZAC Day;
- e) the relevant Queen's Birthday observance day;
- f) the relevant labour day or equivalent;
- g) Christmas Day;
- h) Boxing Day;
- i) any other days or part days declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory or a region of the State or Territory as public holidays in the place where the employee is based for work purposes, for example, the Canberra Day public holiday. unless that day is excluded by the *Fair Work Regulations 2009*.

30.2 Where:

- a) New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
- b) Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
- c) Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.

30.3 An employee's base rate of pay for a public holiday or the additional other holiday is the same as that which is paid for his or her ordinary hours.

30.4 If, under a law of a State or Territory (or in accordance with a procedure under a law) a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day is the public holiday.

30.5 In addition to the public holidays set out in sub clause 30.1, employees will also observe an additional holiday each calendar year on the first would-be working day after the Boxing Day public holiday.

SECTION G – REMUNERATION

31. SALARY INCREASES

31.1 The Agency and union are committed to a performance improvement culture and will seek to develop performance improvement initiatives, in consultation with employees, and implement strategies that will produce productivity savings and performance improvements.

32. PAY INCREASE

32.1 The pay increase of 3% will occur from 1 July 2010 or date of commencement of this Agreement, whichever is the later date.

33. TRANSITION TO ADDITIONAL PAY POINTS IN EXECUTIVE LEVEL CLASSIFICATIONS

33.1 This Agreement includes two additional pay points for Executive Level 1 and Executive Level 2 classifications as described in Attachment A.

33.2 Salary advancement for eligible employees will be based on the end of cycle Performance Management assessment in September 2010. Employees must be assessed as at least competent to be translated to the additional pay points.

33.3 For the purpose of translation into the new salary range an employee's salary will be determined as follows:

- a) where an employee's previous salary is equal to a pay point of their ongoing classification as described in Attachment A he/she will be placed on that pay point;
- b) where an employee's previous salary is not equal to a pay point of their ongoing classification as described in Attachment A but is below the top pay point he/she will be placed on the next available pay point above their salary;
- c) where an employee's previous salary is above the top pay point of their ongoing classification as described in Attachment A the employee's previous salary will be maintained;
- d) where an employee is receiving temporary higher duties allowance the employee may be eligible for temporary higher duties allowance in accordance with clause 46.

33.4 Any applicable salary advancement will take effect from 4 October 2010.

33.5 Thereafter employees will be eligible for advancement in accordance with Section G, Clause 40 Salary Advancement and Section K, Clause 75 Performance Management Framework.

34. FLEXIBILITY OF REMUNERATION, TERMS AND CONDITIONS

34.1 The Chief Executive Officer may from time to time, during the life of this Agreement, supplement an employee's remuneration to meet particular workplace or operational requirements, subject to employees being classified and remunerated in accordance with Attachment A (classification/salary table) and the Work Level Standards. The number of individual supplementary remuneration arrangements in operation and the reason for their operation will be reported to the WRC without compromising privacy arrangements and without identifying individuals.

35. METHOD OF SALARY PAYMENT

- 35.1 Employees will be paid fortnightly and the fortnightly rate of pay will be calculated using the following formula:

$$\text{Fortnightly pay} = \frac{\text{annual salary} \times 12}{313}$$

- 35.2 Salary overpayments are a debt to the Commonwealth and will be recovered in full from salary or other payments due the employee consistent with the provisions of the *Financial Management and Accountability Act 1997* and agency instructions. The Chief Executive Officer, in setting the rate of repayment, will take into account the employee's capacity to repay and the nature of the overpayment.

36. SUPPORTED WAGE SYSTEM

- 36.1 ComSuper employees who cannot work at full wages because of a disability will have access to the ComSuper Supported Wage System.
- 36.2 Details of this System are included in ComSuper's ***Supported Wage System Policy***.

37. CADET RATES

- 37.1 Junior rates of pay apply to both practical training and full-time study rates for cadets. Cadet rates of pay as a percentage of the ComSuper APS Level 1 equivalent adult rate of pay will apply as follows:
- Practical training at 100%
 - Full-time study at 50%

38. INTERMITTENT (CASUAL) EMPLOYMENT

- 38.1 An employee who is engaged under section 22(2)(c) of the *Public Service Act 1999* to perform irregular or intermittent duties of less than 24 hours per week, shall be paid a 20% loading of their salary in lieu of all leave entitlements except:
- Long Service Leave;
 - Parental Leave (if the employee is an eligible employee as defined by the *Fair Work Act 2009*);
- 38.2 Casual employees will also be entitled to two days unpaid compassionate leave per each permissible occasion.
- 38.3 If an employee is engaged on an irregular or intermittent basis for 24 hours or more per week, the employee will be entitled to leave as if that employee is not a casual employee.

39. SALARY ON COMMENCEMENT OR PROMOTION

- 39.1 Where an employee is engaged by ComSuper, or is promoted within ComSuper and subject to clauses 41.1, 41.2, 41.3, 46.5, 46.6 or 46.7, salary will be payable at the minimum point of the salary range applicable to the classification of the job. The Chief Executive Officer may authorise payment of salary above the minimum point in that salary range, having regard to the experience, qualifications, performance and skills of the employee.

39.2 Where at the time of commencement or promotion, an employee's salary is set at a salary point that does not align with the ComSuper salary/classification structure, the Chief Executive Officer may authorise in writing the payment of the employee's salary at an appropriate pay point.

39.3 Details of salary on commencement or promotion are included in ComSuper's **Salary Policy**.

40. SALARY ADVANCEMENT

40.1 Subject to this clause, where pay points are available above the minimum pay point within an approved classification, an employee is entitled to annual salary advancement to the next highest pay point after 12 months of employment at their existing pay point, provided the employee is not already at the highest pay point within their classification. For the purpose of this clause, prior periods of ongoing or non-ongoing employment with ComSuper that are continuous with the current period of employment will count towards the 12 month period.

40.2 The 12 month period will be extended by a corresponding number of working days if more than 22 working days of leave is taken and that leave does not count as service. Paid leave and Leave Without Pay to count as service will not extend the 12 month period. Where an employee meets the requirements of this clause prior to a period of paid leave they will be taken to have met the requirements while on that leave.

40.3 Annual salary advancement is subject to the employee's diligence, efficiency, attendance for duty and overall performance being assessed as satisfactory by his or her manager.

40.4 Annual salary advancement can be deferred for a specified period, up to 12 months. If annual salary advancement is deferred, a statement of the reasons is to be provided to the employee.

40.5 If the period of deferral does not exceed six months, approval may be given for the employee's annual salary advancement entitlement date to remain unchanged. Where approval is not given, or the period of deferral exceeds six months, the date for consideration of the employees' next annual salary advancement shall be extended by the period of the deferral. Following any period of deferral, the employee must satisfy the requirements of clause 40.3 in order to receive salary advancement. If those requirements are not met the salary advancement must be deferred for a further period or periods of up to three months each time until such time as they are met.

40.6 Subject to satisfactory or better performance, annual salary advancement will be due:

- a) if on higher duties for a continuous period of 12 months; or
- b) if paid for higher duties for 12 months in a 24 month period.

40.7 Notwithstanding the provisions of this clause, the Chief Executive Officer may advance an employee at any time by one or more increment points where the Chief Executive Officer considers the employee's performance has been of a standard that justifies the accelerated advancement (which must be at least satisfactory or better performance).

40.8 Details of salary advancement are included in ComSuper's **Salary Policy**.

41. SALARY ON REDUCTION

41.1 The Chief Executive Officer cannot allocate a lower classification to an employee without the employee's consent except in certain circumstances prescribed in sub-section 23(4) of the *Public Service Act 1999*.

41.2 Where an employee is assigned ongoing duties at a lower classification, salary will be determined as though service at salary points which exceeded the minimum of the lower classification was service in the lower classification. Salary will be paid at the same increment

point in the lower classification as the increment point in the employee's former classification. Provided the employee is not already at the highest pay point of his or her classification, the date for determination of salary advancement will be the date as prior to the salary reduction. The provisions in this Agreement relating to higher duties allowance operate in determining the pay point. For the purpose of this clause a lower classification means where the salary formerly received by the employee exceeds the maximum of the lower classification to which the employee is reassigned.

- 41.3 Where an employee agrees, in writing, to temporarily perform work at a lower classification, the Chief Executive Officer may determine in writing that the employee shall be paid a rate of salary applicable to the lower classification.

42. FLEXIBLE SALARY PACKAGING

- 42.1 ComSuper offers its employees flexible remuneration arrangements on a salary sacrifice basis. The arrangements provide for packaging under conditions approved by ComSuper on the basis of no extra cost to ComSuper. Additional costs such as Fringe Benefits Tax, other taxes and administrative costs will be met by the employee as part of the arrangement.
- 42.2 Employees who are considering salary packaging are encouraged to seek, at their own expense, financial counselling. Where employees or their representatives, including unions, arrange visits by financial advisers, these advisers may only enter the site with the prior agreement of management and may make presentations to employees at times agreed by management.
- 42.3 The salary packaging conditions approved by ComSuper will include vehicle leasing on a salary sacrifice basis. Employees are encouraged to select Australian made vehicles where Australian made models are readily available.
- 42.4 Where an employee enters into a salary sacrifice arrangement, the employee's salary for the purposes of other terms and conditions of employment that reference an employee's salary, shall be the amount that would otherwise be treated as salary for those purposes had the salary sacrifice arrangement not been in place.

43. UNAUTHORISED ABSENCE

- 43.1 Where an employee is absent from duty without approval, all pay and other benefits provided for under this Agreement will cease to be available until the employee resumes duty or is granted leave.
- 43.2 Where an employee is absent from work without approval for five consecutive working days, action on the grounds of non-performance of duties will commence. Reasonable efforts will be made to contact the employee and to establish the reason for the unauthorised absence.
- 43.3 Any periods of unauthorised absence will not count as service for any purpose.

SECTION H – ALLOWANCES

44. OVERTIME

44.1 The Chief Executive Officer may approve overtime in accordance with this clause.

44.2 Duty by an employee will be considered overtime where:

- a) it is performed on Monday to Friday outside the span of an employees' daily ordinary working hours as defined in clauses 17.1–17.3 of this Agreement;
- b) it is performed on Monday to Friday during the span of standard hours but beyond the daily ordinary working hours as defined in clauses 17.1-17.3 of this Agreement;
- c) for employees who work an "Agreed Work Pattern" or a "Specified Work Pattern", the daily ordinary working hours will be the agreed or specified hours applicable to the day on which over time is worked; and
- d) it is performed on a Saturday, Sunday or Public Holiday, with the exception of employees to whom clause 20.6 applies.

44.3 Except with the approval of the appropriate delegate, employees above APS Level 6 will not be eligible to receive overtime payments.

44.4 Overtime rates will be:

- a) Monday to Saturday: Overtime will be paid at time and a half for the first three hours each day and double time thereafter;
- b) Sunday: Overtime will be paid at the rate of double time;
- c) Public Holiday: Overtime will be paid at double time and a half. Duty not in excess of the prescribed weekly hours (that is duty during prescribed standard hours) will be payable at time and a half additional to payment for the holiday.

44.5 For the purposes of this clause, a holiday means a holiday as prescribed in or authorised under clauses 30.1 or 30.2 of this Agreement.

44.6 The hourly rate for overtime payment will be ascertained by applying the following formulas:

- a) Time and a half:
$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{3}{2}$$
- b) Double Time:
$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{2}{1}$$
- c) Double Time and a half:
$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{5}{2}$$

44.7 If agreed in advance between an employee and their manager, time off in lieu of overtime payments may be granted by local arrangement and will be subject to operational requirements. Time off in lieu of overtime will be calculated using the relevant formula prescribed in clause 44.6.

44.8 An employee must be granted at least eight consecutive hours off duty plus reasonable travelling time between the completion of overtime and the commencement of the employee's next ordinary work day.

44.9 Employees who have not had at least eight consecutive hours off duty, plus reasonable travelling time, between the time they cease overtime and the time they are next directed to commence ordinary duty, are entitled to double ordinary time rates for the time worked until they have had eight consecutive hours off duty, plus reasonable travelling time.

- 44.10 Where an employee is directed to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be four hours at the prescribed overtime rate. These provisions do not apply to duty which is covered by clause 50.1.
- 44.11 Where more than one attendance is involved, the minimum overtime payment provision will, subject to the prescribed minimum payment, not operate to increase an employee's overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- 44.12 For the purpose of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- 44.13 Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum number of hours paid will continue to be four hours in total and will be paid at the higher rate of the two days. For example, if working Saturday from 10pm to Sunday 1am, the payment will be for four hours at the Sunday overtime rate.

45. OVERTIME MEAL ALLOWANCE

- 45.1 Where an employee is directed to work overtime either before or after his or her ordinary hours of duty for the day and the employee takes an unpaid meal break, the employee will be entitled to receive an overtime meal allowance of \$28.90 in addition to any overtime payment.
- 45.2 Where an employee is directed to work overtime immediately following the end of ordinary hours of duty for the day and this overtime goes to either the completion of, or beyond a meal allowance period as defined below, the employee will be entitled to receive an overtime meal allowance of \$28.90 in addition to any overtime payment.
- 45.3 Where an employee is directed to work overtime on a Saturday, Sunday or public holiday and the period of overtime extends beyond a meal break period as defined below, the employee will be entitled to receive an overtime meal allowance of \$28.90 for an unpaid meal break in addition to any overtime payment.
- 45.4 A meal break period will mean the following periods:

7.00am	to	9.00am
12 noon	to	2.00pm;
6.00pm	to	7.00pm; and
midnight	to	1.00am.

46. HIGHER DUTIES ALLOWANCE

- 46.1 The Chief Executive Officer may assign duties of a higher classification level to an ongoing employee.
- 46.2 An ongoing employee who is temporarily assigned all the duties of a higher classification will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification.
- 46.3 Where an ongoing employee is directed to temporarily perform part of a higher classification the Chief Executive Officer may determine the amount of higher duties allowance and conditions under which it is paid.
- 46.4 A position which becomes temporarily vacant for a period of less than one month will not normally be filled unless the position cannot be left temporarily vacant for operational and/or delegation reasons.

- 46.5 Where an ongoing employee has been paid higher duties for 12 months or more continuously at a particular pay point (or higher), and subject to a satisfactory performance assessment, an increase to the next pay point of the higher classification will be due.
- 46.6 Where an ongoing employee performs the duties of a higher classification in broken periods, and the employee's performance is assessed as satisfactory, an increase to a higher pay point will be due when the employee has performed 12 months higher duties at a particular pay point in a higher classification level in a 24 month period. However an employee who does not perform higher duties at that classification for two consecutive years will revert to the minimum of the range for any subsequent period of higher duties.
- 46.7 Where non-SES employees are required to temporarily perform work in Senior Executive Service levels, they will be remunerated within the SES Band 1 range for the period of temporary higher performance as determined by the Chief Executive Officer.
- 46.8 Access to higher duties allowance shall be as outlined in ComSuper's **Higher Duties Policy**.

47. COMPETENCY BASED TRAINING PAYMENT

- 47.1 ComSuper is committed to improving the capability of our people through competency based training and other learning activities and rewarding those employees who successfully complete relevant competency based (and other) learning activities.
- 47.2 Competency Based Training (CBT) Payments will be governed by the following principles:
- a) CBT Payments will only be payable where the competency was gained while employed at ComSuper. The only exception will be for recurring payments under clause 47.2.(d) where an employee may have gained a competency prior to joining ComSuper but is required by ComSuper to maintain the competency;
 - b) For a course to be considered as eligible for a CBT Payment, the course must have a formal assessment component (eg an exam);
 - c) CBT Payments will be lump sum payments categorised as either a "one off" or "recurring" payments;
 - d) For a competency to attract a recurring payment, there must be a mandatory periodic proficiency demonstrated (for example PS146). A recurring payment will be payable no sooner than 12 months after gaining the competency;
 - e) Recurring CBT Payments will have two tiers:
 - i) Tier 1 where the competency is mandatory to undertake the duties of a particular position number (for example PS146 must be maintained by specific positions within the Contact Centres); or,
 - ii) Tier 2 where the competency is not mandatory in the individual employees current position, however, the employee wishes to maintain the currency of their competency;
 - f) Employees who qualify for a Tier 2 CBT recurring payment, but who are temporarily placed in a position attracting a Tier 1 CBT recurring payment, will be paid the Tier 1 recurrence amount when certified by the appropriate area manager;
 - g) Where an employee qualifies for both a Tier 1 and Tier 2 CBT Payment for the same qualification only the Tier 1 CBT Payment will be payable;
 - h) A recurring CBT Payment will not be made within 12 months of the initial payment to which the recurring CBT Payment applies;
 - i) The CBT Payment shall be:
 - i) \$500 for a "one off" competency; and/or
 - ii) \$500 for a Tier 1 "recurring" competency; and/or
 - iii) \$250 for a Tier 2 "recurring" competency;

- j) CBT payments will be made either in January or July each year, dependant on eligibility;
- k) Employees who leave ComSuper employment prior to receiving a CBT payment for which they are eligible will receive the payment in their final pay;
- l) If an employee chooses not to maintain the currency of a competency, re-establishment of the competency will not attract the initial CBT Payment again; and
- m) The CBT Payment does not count as salary for superannuation.

47.3 Access to the CBT Payment shall be as outlined in ComSuper's **Competency Based Training Guidelines**.

48. FIRST AID, EMERGENCY WARDEN AND HSR ALLOWANCES

48.1 An employee, who is appointed to one of the following roles:

- First Aid Officer,
- Emergency Warden or
- Health Safety Representative

and has undertaken formal training, possesses appropriate qualifications and is designated by ComSuper to undertake the responsibilities, will be eligible to receive payment of an allowance.

48.2 The rate of allowance from the commencement of this Agreement is \$25 per fortnight.

49. ON-CALL ALLOWANCE

49.1 The Chief Executive Officer may direct an employee to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment under this clause.

49.2 Payment will be subject to the following conditions:

- a) the on-call situation is imposed by the prior written direction of the Chief Executive Officer, or is subsequently approved in writing by the Chief Executive Officer where the circumstances did not permit prior direction; and
- b) the provisions of clause 50.1 will not apply where an employee is recalled to duty while on-call.

49.3 An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will be paid an allowance at a rate of:

- a) 15.% of the employee's hourly rate of salary for each hour on-call Monday to Friday;
- b) 20% of the employee's hourly rate of salary for each hour on-call Saturday and Sunday and on public holidays.

49.4 An employee's salary for the calculation of this allowance will include higher duties allowance and any other allowances in the nature of salary.

49.5 The hourly rate of payment will be calculated as follows:

$$\frac{\text{annual salary}}{313} \times \frac{6}{37.5} \times \% \text{ of salary as shown in clause 49.3 above.}$$

49.6 The allowance will be payable for each hour or part hour the employee is on-call outside the employee's ordinary hours of duty.

- 49.7 An employee will receive a one hour minimum payment for performing duty not at ComSuper at the overtime rates prescribed in clause 44.6, and a three hour minimum payment if recalled to ComSuper to perform duty at the overtime rates prescribed in clause 44.6.
- 49.8 Payment under this clause will not be made where the employee does not remain contactable or at the required degree of readiness to perform extra duty. Required readiness would include an ability to, if required, attend duty in a timely manner and be in a proper and fit state to fully undertake duties required.

50. EMERGENCY DUTY

- 50.1 If an employee at or below APS Level 6 is called into work to meet an emergency outside the normal standard daily hours of duty as defined in clauses 17.2 - 21.2, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be entitled to be paid for the period of work and any time necessarily spent in travelling to and from the work site at the rate of double time for a minimum period of two hours.

51. TRAVEL ALLOWANCE

- 51.1 ComSuper will meet the costs of air travel, travel by public transport, hire car, or private vehicle as appropriate and approved, where travel is undertaken for business purposes. ComSuper will cover the reasonable associated costs of meals, incidentals and accommodation.
- 51.2 Where an employee is required to undertake official travel, the time spent travelling within the bandwidth will be recorded as work hours. Travel outside the bandwidth may be claimed as time off in lieu at single time rates.
- 51.3 Access to Travel Allowance shall be as outlined in ComSuper's ***Allowances and Re-imbursements Policy***

52. MOTOR VEHICLE ALLOWANCE

- 52.1 Where it is clearly demonstrated that the use of a private motor vehicle by an employee will result in greater efficiency and will involve less expense, the Chief Executive Officer may authorise an employee to use a private motor vehicle owned or hired by the employee at his or her own expense for official purposes. Before the use of a private motor vehicle is approved, employees may be required to provide documentary evidence that the use of the private motor vehicle will involve less expense and will result in greater efficiency.
- 52.2 Where so authorised, an employee will be entitled to a motor vehicle allowance of:
- 57.00 cents per kilometre for vehicles with an engine capacity up to and including 1600cc;
 - 69.00 cents per kilometre for vehicles with an engine capacity of between 1601 and 2600cc; or
 - 70.00 cents per kilometre for vehicles with an engine capacity of more than 2600cc.

53. SCHOOL HOLIDAY CARE

- 53.1 ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays and between Christmas and New Year.

- 53.2 School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at ComSuper. Where more than one parent works for ComSuper, they must both be at work at ComSuper on a day that a claim is made and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per week per employee or employee couple.
- 53.3 An employee who is on Personal Leave due to their own injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.
- 53.4 School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.
- 53.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.
- 53.6 The employee must provide evidence of expenses incurred at the time of claiming the allowance.

54. REIMBURSEMENT FOR LOSS OR DAMAGE

- 54.1 The Chief Executive Officer may reimburse an employee for loss or damage to clothing or personal effects which occur in the course of his or her work.

55. OTHER ALLOWANCES

- 55.1 The Chief Executive Officer may approve payment of allowances for employees which recognise the special skill or role those employees provide or carry out in ComSuper, where that role is additional to the normal duties of the employee, and he/she has successfully completed a recognised training program designated to provide the knowledge and skills required for the role.
- 55.2 With the exception of overtime, overtime meal allowance, higher duties allowance and Competency Based Training Payment, access to allowances shall be as outlined in ComSuper's ***Allowances and Re-imbursments Policy***.

SECTION I – FLEXIBILITY TERM

56. FLEXIBILITY TERM

- 56.1 The Chief Executive Officer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a) this Agreement deals with one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and
 - b) the arrangement meets the genuine needs of ComSuper and the employee in relation to one or more of the matters mentioned in paragraph a); and
 - c) the arrangement is genuinely agreed to by the Chief Executive Officer and employee.
- 56.2 The Chief Executive Officer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 56.3 The Chief Executive Officer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the Chief Executive Officer and employee; and
 - c) is signed by the Chief Executive Officer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) include details of:
 - i) the terms of this Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 56.4 The Chief Executive Officer must give the employee a copy of the individual flexibility arrangement within 14 days after agreement is reached.
- 56.5 The Chief Executive Officer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Chief Executive Officer and employee agree in writing – at any time.

SECTION J – LEAVE

57. ANNUAL LEAVE

- 57.1 Annual Leave will accrue at a rate of 20 days per year for a full-time employee, on a pro-rata basis for part-time employees, and will count as service for all purposes.
- 57.2 Employees are encouraged to use at least 50% of their full pay Annual Leave in each calendar year, where credits are available. Managers should consider appropriate access to Annual Leave for employees as part of business planning processes.
- 57.3 Annual Leave accrues progressively and may be accessed as it accrues.
- 57.4 Annual Leave equivalent to an employee's normal working week (pro-rated for part-employees) can be taken on either half-pay (50%) or three quarter pay (75%). Subject to operational requirements and available credits, there will be no constraint on the maximum period of leave taken in accordance with this clause.
- 57.5 Where an employee is ill or injured while on Annual Leave and applies for Personal/Carer's Leave for periods of not less than one day with satisfactory documentary evidence as per clause 59.2, the Annual Leave may be re-credited to the extent of the Personal/Carer's Leave granted.
- 57.6 Where an employee is required to use Compassionate Leave for periods of not less than one day while on Annual Leave, and subject to the Compassionate Leave provisions of this Agreement, the Annual Leave may be re-credited to the extent of Compassionate Leave granted.
- 57.7 An employee will be determined to have excess Annual Leave credits where he or she has accumulated more than two years unused Annual Leave credits as at 31 December of any year.
- 57.8 An employee with excess Annual Leave credits will be directed to utilise their Annual Leave for the lesser of:
- a) whatever period is necessary to reduce the accumulated unused Annual Leave to the equivalent of two years credits; or
 - b) the period equivalent to 25% of the amount of credited Annual Leave available to the employee at the time the direction was given.
- 57.9 Where an employee has been determined to have excess Annual Leave credits in accordance with clause 57.8 and is directed to utilise a period of Annual Leave in accordance with clause 57.9, that period of Annual Leave must commence no later than 1 March of that year.
- 57.10 An employee who has been determined to have excess Annual Leave credits in accordance with clause 57.8 and is directed to utilise a period of Annual Leave in accordance with clause 57.9, and has not commenced that period of leave by 1 March that year will be directed to be on Annual Leave at 1 March until such time as the amount of directed Annual Leave has been taken.
- 57.11 An employee who has excess Annual Leave credits as described above may, once every 12 months, elect with the written agreement of the Chief Executive Officer, to cash out those excess credits on the basis that he/she has taken at least 100% of their full pay Annual Leave entitlement in the previous calendar year and that the employee will have at least 20 days Annual Leave credits remaining after the leave is cashed out. The amount of excess Annual Leave credits to be cashed out must be no more than two weeks. The employee will be paid for the cashed out Annual Leave as if the employee had taken that leave.

- 57.12 Unused Annual Leave will be paid out to the employee (or the employee's estate) if the employee permanently leaves ComSuper and the APS, using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of Annual Leave.
- 57.13 Employees who leave ComSuper to join ACT Government Service may request in writing that their leave credits not be paid out on termination on the basis that the ACT Government Service has agreed to recognise their accrued leave credits.
- 57.14 In the above clause, ACT Government Service means employment under the *Public Sector Management Act (ACT) 1994*, the *Fire Brigade (Administration) Act 1974*, the *Legal Aid Act 1992*, and the *Institute of Technology Act 1992*.
- 57.15 Employees in receipt of compensation under the *Safety, Rehabilitation and Compensation Act 1988* for more than 45 weeks will cease to accrue Annual Leave. Employees who are on a graduated return to work program and who have received compensation for a total of 45 weeks will accrue Annual Leave credits on a pro-rata basis for hours actually worked.
- 57.16 Access to Annual Leave shall be as outlined in ComSuper's **Annual Leave Policy**.

58. PERSONAL / CARER'S LEAVE

- 58.1 Ongoing employees will accrue 18 days (or the part-time equivalent) Personal/Carer's Leave credits at full pay in advance on 1 January of each year throughout the employee's period of employment with ComSuper. The accrual will be reduced for periods of Leave Without Pay that do not count as service, and any unauthorised absences in the previous accrual period.
- 58.2 On initial commencement in the APS at ComSuper, ongoing employees will be credited with 18 working days paid Personal/Carer's Leave. On the following 1 January, their credits will be calculated on a pro rata basis for service between their commencement date and 31 December of the year of commencement. Ongoing employees engaged on a part-time basis will accrue Personal/Carer's Leave in the same manner based on their actual hours worked.
- 58.3 If an employee commences with ComSuper on a transfer or promotion from another APS agency where prior service is recognised, an assessment of the employee's Personal/Carer's Leave entitlements will be made to ensure that their leave entitlements are consistent with the *Fair Work Act 2009* and *National Employment Standards*.
- 58.4 Non-ongoing employees will receive one month Personal/Carer's leave pro-rata entitlement on engagement for each month of contracted service based on 18 working days (or part-time equivalent) for a full year of service. Leave will accrue progressively. Personal/Carer's Leave credits are allocated on an identical basis for subsequent periods of non-ongoing service. Personal/Carer's Leave credits accrue across continuous periods of non-ongoing service.
- 58.5 Unused Personal Leave from previous years will accumulate but cannot be converted to salary or cashed out upon cessation or termination of employment.
- 58.6 Personal/Carer's Leave may be used for part day absences.
- 58.7 An employee who has had their employment terminated and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, is entitled to be credited with Personal/Carer's Leave or equivalent leave types, in credit at the time of termination.
- 58.8 An employee receiving workers compensation for more than 45 weeks will accrue Personal/Carer's Leave on an hours actually worked basis.

58.9 An employee will not be entitled to paid Personal/Carer's Leave while on paid maternity leave in accordance with legislative requirements.

58.10 Access to Personal/Carer's Leave shall be as outlined in ComSuper's ***Personal/Carer's Leave Policy***.

59. REQUIREMENT FOR MEDICAL EVIDENCE

59.1 Subject to clause 59.4, where the Personal/Carer's Leave extends beyond three consecutive days, satisfactory documentary evidence as outlined at clause 59.2 will be required.

59.2 Satisfactory evidence for Personal/Carer's leave due to illness or injury may be in the form of:

- a) A medical certificate from a registered health practitioner, or
- b) where it is not reasonably practicable for an employee to obtain a medical certificate, a statutory declaration made by the employee.

59.3 Where a statutory declaration is made by the employee for Personal/Carer's Leave, the statutory declaration must include:

- a) a statement to the effect that the employee has, is, or will be unable to attend for work during the period because of a personal illness or injury or for caring purposes; and
- b) a statement outlining the reason/s why it was impracticable for the employee to obtain a medical certificate from a registered health practitioner.

59.4 A maximum of five working days paid Personal/Carer's Leave for personal illness in a calendar year may be taken without the requirement of satisfactory documentary evidence as outlined at clause 59.2.

60. USE OF PERSONAL/CARER'S LEAVE

60.1 Personal/Carer's Leave credits can be used for the following purposes:

- a) When an employee is ill or injured and unable to attend for duty;
- b) To attend medical appointments or to accompany a family member to medical appointments;
- c) To attend funerals if Compassionate Leave is not applicable and as supplementation for Compassionate Leave;
- d) To attend to urgent or unforeseen personal matters such as household emergencies, repairs or disruption to childcare arrangements
- e) Other circumstances approved by the Chief Executive Officer.

60.2 Personal/Carer's Leave at half pay may be accessed for absences due to personal illness or injury of ten days or more duration.

60.3 Where an employee takes lengthy or regular periods of Personal/Carer's Leave for the purpose of personal illness, the CEO may direct an employee to be assessed by a suitably qualified and independent medical practitioner.

60.4 Personal/Carer's Leave for personal illness or injury may be granted up to the limit of accrued Personal Leave credits.

60.5 An employee who is on Personal/Carer's Leave will not, without the employee's consent, have their employment terminated on invalidity grounds before their Personal Leave credits have been exhausted.

60.6 Employees who are medically unfit for duty for one day or longer while on Annual Leave, Long Service or Purchased Leave and who produce satisfactory evidence may apply for Personal/Carer's Leave. Annual Leave and/or Purchased Leave will be re-credited to the extent of the period of Personal/Carer's Leave granted. Long Service leave will be re-credited in accordance with legislation. Where possible, Purchased Leave will be re-credited for use in the same Purchased Leave accounting year.

61. USE OF PERSONAL/CARER'S LEAVE FOR CARING PURPOSES

61.1 Employees are able to call on their Personal/Carer's Leave credits to provide care or support for an ill or injured member of their immediate family or household who is dependent on the care and support of the employee or for whom the employee has caring responsibility.

61.2 An employee is entitled to up to two days unpaid Personal/Carer's Leave due to caring responsibilities in accordance with s 102 of the *Fair Work Act 2009* for each occasion when a human member of the employee's immediate family or household requires care or support because of:

- a) a personal illness, or injury, of the member; or
- b) an unexpected emergency affecting the member

where they have exhausted their paid personal/carers leave credits.

62. COMPASSIONATE LEAVE

62.1 An employee will be granted three days paid compassionate leave on each occasion that a member of his or her immediate family, or household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

62.2 The employee may take the period of leave as a single period of three days or any separate period which the manager and employee agree.

62.3 The taking of Compassionate Leave is subject to approval by the Chief Executive Officer. In certain circumstances, the Chief Executive Officer may approve additional Compassionate Leave.

62.4 In some circumstances supporting documentation or other supporting evidence or proof may be required.

62.5 Compassionate Leave will count as service for all purposes.

62.6 Access to Compassionate Leave shall be as outlined in ComSuper's ***Miscellaneous Leave Policy***.

63. MISCELLANEOUS LEAVE

63.1 Miscellaneous Leave may be granted by the Chief Executive Officer, having regard to the operational needs of ComSuper and the workplace.

63.2 The intention of Miscellaneous Leave is to provide flexibility to managers, supervisors and employees by providing that leave may be made available, either with or without pay, for a variety of purposes, eg, emergency or special circumstances not catered for under alternative leave provisions.

63.3 Miscellaneous Leave may be granted:

- a) for the period requested or for another period;
- b) with or without pay; and
- c) subject to conditions in a range of circumstances including the following:

Miscellaneous Leave - With Pay	Maximum Period
Defence training and enlistment	not specified
Emergency Services	up to 4 days on each occasion
Natural Disasters	3 days in any calendar year
War Veterans - pension and medical purposes	2 weeks in each calendar year
Jury duty	not specified

Miscellaneous Leave - Without Pay	Maximum Period
Defence service	2 years
Emergency or community service	not specified
Engagement in work or employment in the interests of defence or public safety	2 years
Engagement in private sector employment associated with compensation leave. ¹	3 years
Maternity, parental and adoption leave ²	52 weeks over the 66 week period
Caring responsibilities for immediate family members	up to a maximum of 12 months
Ceremonial, cultural or religious significance for employees	10 days in any 2 year period
Employment in the interests of the APS	3 years
Accompanying a spouse on a non-ongoing posting (Commonwealth employment only)	Normally for the period of the posting but limited to a maximum of 3 years
Any other purpose ³	12 months

Note 1: This leave can be granted to employees who are on compensation leave but who cannot, as part of a rehabilitation program, be found suitable employment within the Commonwealth.

Note 2: To enable an employee to care for a new born or newly adopted child of the employee, he or she will be entitled to other leave without pay. The maximum period of other leave without pay for parental purposes is 52 weeks over a 66 week period, with the 66 week period commencing on the day of the birth of the child of the employee or, in the case of an adopted child, on the day the employee assumes legal responsibility for the child. Where an employee's spouse is an APS employee and is also granted leave to care for a newborn or newly adopted child, the sum of the periods of leave granted to the employee and his or her spouse for parental purposes will not exceed 66 weeks.

Note 3: The purposes for which leave without pay may be granted would be personal to employees and not relevant to their official duties. For example, leave may be requested for study, travel or to meet family responsibilities subject to the following:

- a) LWOP for personal reasons for periods of up to three months will normally be granted subject to the consideration of operational requirements. The delegation for

such approvals will reside with the relevant Manager. It is considered that Managers are in the best position (in consultation with their employees) to determine the operational requirements. Approvals by Managers will be restricted to one period of up to 3 months for each employee in an 18 month period;

b) for periods of LWOP over three months (or extensions over three months) the delegation for approval resides with the relevant Delegate and will be exercised having regard to the recommendation of the relevant Executive Manager. LWOP for periods of over 12 months for travel or to seek or trial other forms of employment **will not be approved**. However, the Commissioner will consider applications for LWOP to undertake other employment where the applicant has been identified as a potentially surplus or excess employee. In relation to the consideration of such approvals the relevant Delegate will have regard to the following factors:

- i) the length of employment of the applicant;
- ii) previous periods of leave without pay of the applicant;
- iii) the operational requirements of the relevant work area including such matters as the ability to absorb the residual workload for the duration of the proposed leave and/or the practicality of relief arrangements or backfilling of the position; and
- iv) the nature of the personal reasons provided by the applicant;
- v) it would also be expected that a person would normally access their paid leave before commencing a period of LWOP.

63.4 Where Miscellaneous leave is refused the Manager will advise the employee of the reason for the decision.

63.5 Miscellaneous Leave Without Pay, except for community or emergency service, does not count as service for any purpose, however the 22 day rule as defined will apply.

63.6 In addition to provisions of the *Fair Work Act 2009*, unpaid leave for community service personnel for emergency services duties will encompass leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

63.7 Non-ongoing employees during the first 12 months of continuous service may be granted Miscellaneous Leave Without Pay for personal purposes for a total of no more than 20 days.

63.8 A part-time employee will be entitled to miscellaneous leave without pay (not to count as service) sufficient to make up the balance where the Annual Leave accrued in a year provides less than the amount available to an equivalent full-time employee.

63.9 Access to Other Leave shall be as outlined in ComSuper's ***Miscellaneous Leave Policy***.

64. BLOOD DONOR LEAVE

64.1 It is agreed that employees who, during working hours, give blood or attend a medical practitioner for the purposes of vaccinations for official duty, will do so without being required to complete an application for leave. A record of such absences will be kept only for compensation purposes.

64.2 Access to Blood Donor Leave shall be as outlined in ComSuper's ***Attendance and Flexitime Policy***.

65. LONG SERVICE LEAVE

65.1 Employees are entitled to Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

- 65.2 Consecutive periods of Long Service Leave separated only by public holidays and/or weekends will not be approved.
- 65.3 Full-time employees on Long Service Leave during the period of the Rostered Holiday Period will be credited with an additional 15 hours flex credit on completion of the leave. Part-time employees will be credited with the equivalent hours that they would have worked on those days.
- 65.4 Where an employee is required to use Compassionate Leave for periods of not less than one day while on Long Service Leave, and subject to the Compassionate Leave provisions of this Agreement, the Long Service Leave may be re-credited to the extent of Compassionate Leave granted.
- 65.5 Where an employee is ill or injured while on Long Service Leave and applies for Personal/Carer's Leave with satisfactory documentary evidence as outlined at clause 59.2 for periods of not less than one day, the Long Service Leave may be re-credited to the extent of the Personal Leave granted.
- 65.6 Access to Long Service Leave shall be as outlined in ComSuper's **Long Service Leave Policy**.

66. MATERNITY LEAVE

- 66.1 Employees are entitled to Maternity Leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 66.2 In order to provide more flexible administration of Maternity Leave, an employee may elect to spread the payment for the period of the first 12 weeks of maternity leave up to a period of 24 weeks at a rate no less than half normal salary. The additional leave beyond the 12 weeks provided in the legislation will not count as service for any purpose.
- 66.3 An employee is unable to access paid Personal Leave while on paid Maternity Leave.
- 66.4 Full-time employees on mandatory Maternity Leave during the period of the Christmas Closedown will be credited with an additional 15 hours flex credit on completion of the leave.
- 66.5 Access to Maternity Leave shall be as outlined in ComSuper's **Maternity Leave Policy**.
- 66.6 Access to Maternity Leave shall be in accordance with Division 5 of Part 2.2 of the *Fair Work Act 2009* to the extent that it is more favourable to the employee.

67. ADOPTION LEAVE

- 67.1 An employee seeking to adopt a child may take up to 12 weeks of paid adoption leave.
- 67.2 The Chief Executive Officer may approve paid Adoption Leave to ComSuper employees subject to the following conditions:
- a) Adoption Leave will not be available where the employee's spouse or another person is the primary carer;
 - b) the employee must produce a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes, or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order;
 - c) an employee must provide ComSuper with written advice no later than 14 days prior to the presumed date of placement of a child for adoption purposes of the placement date.
 - d) an employee who has completed a period of at least 12 months continuous service in ComSuper will be provided with Adoption Leave.

- e) employees with less than 12 months continuous service in ComSuper will be entitled to pro-rata leave commencing on the date of placement;
- f) Adoption Leave will count as service for all other purposes including salary increments;
- g) where the placement of a child for adoption purposes with an employee does not proceed or continue, the employee must notify ComSuper immediately to arrange a date for resumption of duty.

67.3 Continuous periods of Adoption Leave may be taken on half pay.

67.4 Access to Adoption Leave shall be in accordance with Division 5 of Part 2.2 of the *Fair Work Act 2009* to the extent that it is more favourable to the employee.

67.5 Access to Adoption Leave shall be as outlined in ComSuper's **Miscellaneous Leave Policy**.

68. PARENTING LEAVE

68.1 Two weeks paid Parenting Leave for parenting purposes will be granted to ongoing employees within 12 months following the birth, adoption, or long-term fostering of a child. This leave is in addition to any paid or unpaid leave available under the *Maternity Leave (Commonwealth Employees) Act 1973* and is accessible by the child's mother, father, partner of a parent or adoptive parent.

68.2 Parenting leave can be taken at half-pay.

68.3 Parenting Leave will count as service for all other purposes.

68.4 Parenting leave is not paid maternity leave as defined for purposes of the *Maternity Leave (Commonwealth Employees) Act 1973*.

68.5 Access to Parenting Leave shall be in accordance with Division 5 of Part 2.2 of the *Fair Work Act 2009* to the extent that it is more favourable to the employee.

68.6 Access to Parenting Leave shall be as outlined in ComSuper's **Parenting Leave Policy**.

69. PARENTAL LEAVE

69.1 Eligible employees will be able to request an additional 12 months unpaid parental leave. This leave will be only be refused on reasonable business grounds.

70. PURCHASED LEAVE

70.1 An ongoing employee, or a non-ongoing employee with more than 12 months until the expiry of their current contract may elect to purchase between one and four additional full weeks leave per year, with salary payments averaged over the year to ensure that a standard rate is received each fortnight.

70.2 Applications for Purchased Leave will be considered having regard to the operational requirements of ComSuper. To assist in this consideration, an application for Purchased Leave must include an indication of the period(s) during which the employee intends to use the Purchased Leave.

70.3 Once a period of Purchased Leave has been approved, it will not be revoked by ComSuper unless exceptional circumstances arise.

70.4 Purchased Leave counts as service for all purposes. The employee's salary for superannuation purposes will be their salary as if he/she had not purchased leave.

- 70.5 Changes in an employee's salary or hours of work after entering into a purchased leave arrangement will be reflected in the amount of leave available or the amount deducted from their salary.
- 70.6 Where on 1 January an employee has excess Annual Leave they will not be permitted to purchase additional leave under this scheme.
- 70.7 The leave purchased and taken must be in whole weeks only.
- 70.8 The Purchased Leave period will be 12 months and employees are expected to stay on the scheme for the whole period.
- 70.9 The Purchase Leave period will be 1 March to 28 February.
- 70.10 Salary for unused Purchased Leave will be refunded at the end of the Purchased Leave period.
- 70.11 Where an employee is ill or injured while on Purchased Leave and applies for Personal Leave with satisfactory documentary evidence, as outlined at clause 59.2, for periods of not less than one day, the Purchased Leave may be re-credited for use in the same Purchased Leave scheme year.
- 70.12 Where an employee is required to use Compassionate Leave for periods of not less than one day while on Purchased Leave, and subject to the Compassionate Leave provisions of this Agreement, the Purchased Leave may be re-credited to the extent of Compassionate Leave granted.
- 70.13 Employees on the Purchased Leave Scheme who have accessed, but not fully paid for, their purchased leave when they cease employment with ComSuper, will be treated as having been "overpaid" on leaving ComSuper, and any monies owing will be deducted from their final monies.
- 70.14 Employees on the Purchased Leave Scheme who have purchased part of their proposed purchased leave, but have not accessed the leave for which they have paid, will be reimbursed for the amount for which they have paid, but not taken, when they leave ComSuper.
- 70.15 Access to Purchased Leave shall be as outlined in ComSuper's ***Purchased Leave Policy***.

71. DEFENCE LEAVE

- 71.1 The Defence Reserves Support Council (DRSC) has developed a public sector leave policy which it recommends to Australian Government employers. Consistent with this policy, ComSuper will:
- a) provide four weeks leave on full pay each year for Reservists undertaking Defence Service;
 - b) provide an additional two weeks paid leave to allow for a Reservists' attendance at recruit / initial employment training;
 - c) provide scope for additional leave for Defence Service, either on a paid, unpaid or top-up pay basis;
 - d) not require Reservists to pay their tax-free Reserve salary to their agency in any circumstances;
 - e) allow Defence Leave entitlements to accumulate and be taken over a two year period;
 - f) treat all leave for Defence Service as service for all purposes – the exception being that a period or periods of Leave Without Pay in excess of six months will not count as service for Annual Leave purposes.

- 71.2 In addition, ComSuper will ensure that Reservists who are absent will be kept abreast of any developments within the workplace, including ComSuper's agreement making negotiations.
- 71.3 Written evidence is required to be provided by Reservists of their attendance for Defence Service in support of their application.
- 71.4 In recognition of the potential impact of Defence service on ComSuper, the Reservist should, wherever possible, provide at least three months notice of their impending Defence Service, including the duration of absence.
- 71.5 Access to Defence Leave shall be as outlined in ComSuper's ***Miscellaneous Leave Policy***.

72. CANCELLATION OF LEAVE OR RECALL TO DUTY FROM LEAVE

- 72.1 An employee will only be recalled from leave in exceptional circumstances, as a last resort.
- 72.2 If an employee is recalled to duty from leave from a locality other than his or her normal place of residence the employee will be entitled to the following reimbursement:
- a) the cost of any travel expenses for the employee in excess of the cost which the employee would have paid to return to his or her normal place of residence had he or she not been recalled to duty;
 - b) the cost of any non-refundable accommodation and travel deposits and advance fares paid or purchased in respect of the employee and his or her dependants;
 - c) non-refundable rent paid for accommodation not utilised; and
 - d) other reasonable expenses.
- 72.3 If an employee is recalled to duty from leave from his or her normal place of residence the employee will be entitled to unexpected child care costs.
- 72.4 In this clause "*leave*" means Annual Leave, Long Service Leave, or other approved leave.
- 72.5 The employee must provide evidence of expenses incurred at the time of claiming reimbursement.

73. STUDY LEAVE

- 73.1 ComSuper ongoing employees will be provided access to Study Leave as per the ComSuper ***Studybank Policy***.

74. PORTABILITY OF LEAVE

- 74.1 Where an employee joins ComSuper on or after the date on which this Agreement commences from an employer staffed under the *Public Service Act 1999* or the *Parliamentary Service Act 1999*, accrued Annual Leave and Personal/Carer's Leave (however described) will be transferred, provided there is no break in continuity of service.
- 74.2 Where an employee was engaged in the ACT Government Service immediately before joining ComSuper, the employee retains any Annual Leave and Personal/Carer's Leave (however described) that were not paid out on termination and is entitled to use those credits in accordance with this Agreement.

SECTION K – ENHANCING INDIVIDUAL PERFORMANCE

75. PERFORMANCE MANAGEMENT FRAMEWORK

75.1 Performance Management is integral to ComSuper delivering organisational objectives and outcomes. The Performance Management Framework is designed to encourage and reward high achievement, improve and manage individual performance, as well as train and develop employees to meet both the career development and training needs of individuals and the skills needs of ComSuper.

75.2 The aims of the Performance Management Framework are to:

- a) align corporate, group and individual planning and performance management;
- b) identify the standards of performance expected from employees;
- c) improve communication within and between groups;
- d) provide regular feedback on performance to all employees;
- e) inform salary advancement and probation decisions;
- f) encourage learning and skills development for improved future performance; and
- g) address under-performance.

75.3 Key elements of the Performance Management Framework are:

- a) Performance Agreements;
- b) a monthly conversation between managers and employees on progress against the Performance Agreement;
- c) mid and end cycle assessments against the Performance Agreement undertaken as part of the monthly conversation at the relevant points in the cycle.

75.4 To maximise the effectiveness of Performance Management in ComSuper, all employees will be required to participate in monthly conversations with their immediate manager. It is intended that the monthly conversation will assist ComSuper and its employees through regular and targeted engagement. This engagement will help deliver a workforce that is focussed on corporate objectives, appropriately skilled, productive, valued and committed to their own and ComSuper's future.

75.5 The key elements of the monthly conversation may include:

- Health and wellbeing;
- Attendance and leave planning;
- ComSuper's primary areas of focus;
- Work performance;
- Support tools;
- Personal and professional development;
- Corporate policies (such as those in accordance with the Public Service Act 1999, including under the APS Values and Code of Conduct);
- Concerns and/or suggestions;
- Highlights for the month;
- Salary advancement or probation appraisal (where applicable); and
- Exit interview (where applicable).

The monthly conversations will complement:

- Performance Support Plans; and/ or
- Salary advancement considerations; and/or
- Probation considerations; and/or
- Underperformance management.

75.6 Further details of ComSuper's Performance Management Framework are outlined in the ***Performance Management Guidelines***.

76. LEARNING AND DEVELOPMENT

76.1 In recognition that training and development can enhance the potential of employees to contribute to achieving ComSuper's goals and to meet their career aspirations, there is a commitment that all employees should have the opportunity to participate in relevant training and development activities.

76.2 ComSuper is committed to developing and using the skills of its employees through a process of training and development and the implementation of the Performance Management Framework.

76.3 ComSuper's Monthly Conversations as well as Performance Support Plans provide a mechanism for managers and employees to identify and monitor skills development.

76.4 ComSuper aims to emphasise learning activities that have a clear connection with ComSuper's work and assist employees' ongoing careers.

76.5 ComSuper is committed to providing adequate training support to accompany any changes, innovations or improvements to work arrangements.

76.6 ComSuper is committed to developing its managers. During the life of this Agreement all ComSuper managers and supervisor will be provided with the opportunity to undertake a range of management development programs.

77. EMPLOYEE MOBILITY

77.1 More tailored mobility arrangements are an important ingredient in promoting the development of a more skilled and flexible workforce and the successful spread of project teams and cross-branch partnerships and improved working arrangements within ComSuper. Such arrangements also recognise that employees are employed by ComSuper to undertake work directed at achieving corporate objectives and priorities, rather than being engaged to perform a particular function or activity.

77.2 Further, more flexible arrangements offer both employees and ComSuper a range of potential benefits, including:

- a) the ability for ComSuper to meet changing priorities more effectively;
- b) the opportunity for employees to enhance their careers or future prospects through
- c) expanded job experience and the development of a wider range of skills;
- d) scope for the more effective utilisation of the various skills and talents of employees; and
- e) the opportunity to build a more integrated organisation.

77.3 Mobility will not to be used by managers and supervisors as a vehicle to avoid having to address performance issues. Performance issues should be addressed promptly and fairly, with feedback being the initial and primary channel for discussion. Mobility is not an appropriate means of addressing disciplinary matters.

77.4 Against that background, the following principles to guide mobility within ComSuper are agreed:

- a) the processes outlined in this Section of the Agreement are to be read in conjunction with the ***Employee Mobility Policy***;

- b) employees are committed to using their skills to contribute to ComSuper achieving its goals and objectives and accept that, as priorities change, they may need to move to another work area;
- c) affected employees will continue to be consulted about a proposed move to another work area, however it is accepted that ComSuper can move an employee to another work area;
- d) an employee working as a member of a project team will, at the conclusion of the team's task, either return to his or her former work area or move to another work area and will not suffer disadvantage in job security relative to other employees of ComSuper;
- e) where opportunities arise for employees to move jobs, managers will generally support such moves subject to operational requirements; and
- f) where an employee moves to another work area, necessary training and development (generally on-the-job) will be provided.

78. WORKPLACE DIVERSITY

- 78.1 ComSuper will maintain a culture which supports and promotes the principles of Workplace Diversity.
- 78.2 ComSuper respects and values the diversity of its workforce, provides support to prevent and eliminate harassment, bullying and discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, and social origin.
- 78.3 ComSuper will ensure equal opportunity in recruitment, training, skills utilisation and career development for all employees. This will also assist in better meeting the needs of ComSuper's diverse range of customers.
- 78.4 ComSuper will create and maintain a workplace that actively supports the careers and cultural needs, of all employees and particularly Aboriginal and Torres Strait Islander employees.

SECTION L - MANAGING UNDERPERFORMANCE

79. FAIRNESS IN MANAGING UNDER-PERFORMANCE

- 79.1 Recognising that under-performance issues sometimes arise in ComSuper, in fairness to all employees, when they do arise these issues will be addressed promptly and fairly, with feedback being the initial and primary channel for discussing these issues. The following procedures apply to all ongoing employees covered by this Agreement who are not subject to probationary conditions.
- 79.2 It is agreed that in circumstances where, despite attempts to improve performance through feedback and other measures, performance consistently falls below the expected standard the following process will be implemented:
- STEP 1 The manager or supervisor will provide the employee with written advice of the need for performance to improve. The advice will specify the acceptable standard of work, how the employee's work does not meet that standard and that performance will need to improve over the next two months. The employee may provide comments about the written advice within seven days of receipt. A copy of the written advice will also be provided to the manager (where the supervisor provides the written advice) and the Human Resources Manager or other appropriate Delegate.
- STEP 2 During the two month period, the manager or supervisor in conjunction with an independent assessing officer appointed by the Human Resources Manager (or other appropriate Delegate) will assess the employee's performance on a fortnightly basis and prepare a progress report on the employee's performance. The employee must be given the opportunity to provide comments on the assessment progress report.
- STEP 3 At the end of the two month period, the assessing officer will forward to the Human Resources Manager an assessment of whether the employee has met the expected standard of performance, together with the progress reports and any other relevant documentation.
- STEP 4 If the employee has met the expected standard of performance at the end of the 2 month period, no further action will be taken.
- STEP 5 If performance fails to meet the expected standard at the end of the two month period, the Human Resources Manager will write to the employee asking him or her to show cause within seven days as to why his or her employment should not be terminated.
- STEP 6 The Director Human Resources will then decide whether:
- the employee's employment be terminated; or
 - take some other action, including reassignment of duties or reduction in classification.
- 79.3 If an employee is reduced in classification without consent, the employee may apply to the Chief Executive Officer for a review of that decision. It is expected that an employee would make such an application within 14 days of the notice of reduction on the ground that he or she met the expected standard of performance and/or there was a serious defect in the application of the above procedure.
- 79.4 Such applications are not applications for review of action under Part 5 of the Public Service Regulations. If an employee wishes to make an application for review of action under those Regulations they may do so at any time, in which case any review under the provisions of this

clause will lapse and the notice of reduction will take effect immediately or one month after the date of the original decision, whichever is the later.

- 79.5 A notice of reduction takes effect after four weeks unless the employee makes an application under clause 79.3. Where an employee seeks a review under these provisions, the reduction takes effect on the day the review is dismissed or withdrawn or four weeks after the notice is issued, whichever is the later. In the event of a review, the employee will remain in his or her current job pending a decision.
- 79.6 An employee who seeks a review of a notice of reduction under these provisions must submit a statement in support of that review to the Chief Executive Officer within three weeks of the issue of the notice of reduction.
- 79.7 The Chief Executive Officer may appoint a person from outside the employee's work area to undertake the Review. This person will make a recommendation to the Chief Executive Officer who shall decide to confirm or revoke the notice of reduction.
- 79.8 The review will be finalised within four weeks from the date of lodgement of the application.
- 79.9 If the review is successful, the notice of reduction is revoked without detriment to the employee.
- 79.10 Where a review has been completed under these provisions and the employee subsequently seeks further review under Part 5 of the Public Service Regulations of a decision to reduce his or her classification the Chief Executive Officer may adopt the proceedings and outcomes of the review conducted under the preceding provisions for the purposes of Regulation 5.27.
- 79.11 While recognising that the procedures outlined in clause 79.2 are not formal legal proceedings, an employee may be accompanied by a person of his or her choice (eg a union representative or another employee) at any stage of the procedures to provide support and guidance.
- 79.12 The procedure outlined in clause 79.2 is not to be used for disciplinary or invalidity reasons.

80. MISCONDUCT

- 80.1 Suspected breaches of the APS Code of Conduct in ComSuper will be handled through ComSuper's misconduct procedures established under section 15(3) of the *Public Service Act 1999* and any other APS regulations.

SECTION M – WORK ENVIRONMENT

81. OCCUPATIONAL HEALTH AND SAFETY

- 81.1 ComSuper is committed to maintaining a safe and healthy work environment for all employees, including return to work opportunities for ill and injured employees, consistent with its legal obligations.
- 81.2 ComSuper recognises the importance and value of focusing on prevention of workplace injuries and illnesses through the identification and removal of hazards and potential hazards.
- 81.3 ComSuper acknowledges that a healthy working environment is free from bullying and harassment, and that excessive workloads may pose a threat to the health and well being of employees.
- 81.4 ComSuper will monitor and review, in consultation with all employees, existing occupational health and safety strategies, policies and procedures on an ongoing basis.
- 81.5 Occupational health and safety issues will be a standing agenda item for all ComSuper Workplace Relations Committee meetings.
- 81.6 ComSuper will maintain health and safety management arrangements and will enter into and maintain stand-alone OH&S agreements as provided for under section 16(3)(c) of the *Occupational Health and Safety Act 1991*.
- 81.7 Where a dispute arises in relation to occupational health and safety that cannot be resolved satisfactorily under relevant Occupational Health and Safety laws, the ComSuper's Health and Safety Management Arrangements, or under a stand-alone OH&S agreement entered into with employees or their representatives, the dispute must be dealt with under the dispute settlement procedures in this agreement.

82. FACILITIES FOR NURSING MOTHERS

- 82.1 During the life of this agreement ComSuper will provide a number of suitable facilities for employees who are nursing mothers to breastfeed or express milk.
- 82.2 Suitable facilities require:
- A lockable area that is clean, hygienic and private:
 - Comfortable seating
 - Access to facilities for washing hands and equipment; and
 - Adequate refrigeration space for storage of expressed milk
- 82.3 Nursing mothers are entitled to take lactation breaks when and where possible. ComSuper will encourage the support of managers and colleagues for nursing mothers.

83. WORKPLACE FREE FROM BULLYING AND HARASSMENT

- 83.1 Harassment and bullying is unacceptable in ComSuper. All employees are responsible for ensuring that the work environment is free of harassment and bullying. Managers and supervisors have particular responsibilities for implementing the agency's diversity policy, being aware of diversity issues in the workplace and taking timely action in response to reported or

observed harassment. ComSuper does not tolerate behaviour which undermines morale and productivity and which, if not dealt with, can harm the well being and performance of individuals and work units.

83.2 In circumstances where a discrimination or harassment issue arises, ComSuper will take prompt action to address specific concerns of the affected employee including, where appropriate, changes to work placements. There are many formal and informal actions available to resolve discrimination, bullying or harassment concerns of aggrieved employees. These actions range from mediation between the parties to lodgement of a formal grievance with associated investigation and the potential for action under the Code of Conduct.

84. ENERGY AND ACCOMMODATION

84.1 ComSuper will implement practical measures in consultation with staff and the CPSU to reduce its carbon footprint, promote environmental sustainability, minimise the unnecessary consumption of resources and reduce operational and administrative costs through a range of improved workplace initiatives. The measures will be overseen by the WRC. ComSuper will develop a policy that may include but is not limited to:

- Ensuring new and existing buildings are built and upgraded to reflect the best, energy efficient design, practices and technology,
- Minimising electricity usage through staff education and technological initiatives,
- Minimising the use of water,
- Maximising recycling and minimising the creating of garbage and waste, including from obsolete IT and office equipment,
- Minimising the consumption of paper and stores
- Encouraging the use of fuel-efficient vehicles
- Encouraging walking, use of buses, car pooling or cycling to and from work where appropriate
- Investigating the practicability of policies that encourage staff to minimise their personal consumption of water and carbon-based power. For example, through possible cash advances to install rainwater tanks and solar-powered hot water systems, to be paid off via salary deductions.

85. EYESIGHT AND HEARING

85.1 ComSuper will continue to provide eye sight testing and, where appropriate, hearing testing for employees in accordance with the existing ComSuper ***Eye Sight Testing*** and ***Hearing and Headset Policies***.

85.2 The reimbursement rate for spectacles will be :

- \$100 for monofocal spectacles; and
- \$200 for bifocal or multifocal spectacles.

86. HEALTH INITIATIVES

86.1 ComSuper will encourage healthy lifestyles amongst its employees, with a particular focus on health factors that may assist in reducing absenteeism and increase/encourage productivity.

86.2 ComSuper will continue its a Health and Well Being Program arranging for appropriately qualified health experts to present information or other sessions to employees on a range of health issues. Employees attending these sessions will do so in their own time.

86.3 ComSuper will reimburse employees up to \$200 each per annum for health related costs including where employees:

- a) undertake an approved health program as agreed by the Chief Executive Officer. The program will be in the areas of weight loss, nutrition, Pilates, yoga, supervised exercise program, stress management, pain management or quit smoking and will typically comprise an ongoing and regular commitment for a period of time, be provided by an appropriately qualified and recognised professional person or organisation and be paid for in total and in advance by the employee.; and/or
- b) join, or renew their membership in, a health/fitness club;
- c) attend a majority of sessions that comprise the Health and Wellbeing Program as per clause 86.2 and/or
- d) need commercial family care for the purposes of respite with an accredited provider..

86.4 ComSuper will arrange for voluntary flu vaccinations on an annual basis, or as recommended by an appropriate authority. ComSuper will meet the entire cost of these vaccinations.

86.5 ComSuper will arrange, subject to a satisfactory level of participation by employees, for annual voluntary health checks by an appropriately qualified authority.

86.6 To assist in encouraging better health and participation in team activities, ComSuper will provide financial assistance for teams or groups towards registration, outfits, kits etc. The maximum contribution over the life of this Agreement will be \$5,000 with a maximum contribution to any individual team or group of \$350 and all applications will be subject to approval of the Chief Executive Officer. All teams or groups must comprise ComSuper employees or represent ComSuper with the majority of participants in each team or group being ComSuper employees.

87. EMPLOYEE ASSISTANCE PROGRAM

87.1 It is agreed that ComSuper will continue to provide a professional counselling service for employees and their families to assist them with resolving work related and/or personal problems.

SECTION N - RESIGNATION

88. RESIGNATION

Ongoing Employees

- 88.1 An ongoing employee may resign his or her employment by giving the Chief Executive Officer at least 14 days notice. If such notice is not given the employee authorises the Chief Executive Officer to deduct an amount in lieu from any final monies owing.
- 88.2 The Chief Executive Officer has the discretion to agree to a shorter period of notice or waive the requirement to give notice. At the instigation of the Chief Executive Officer, the resignation may take effect at an earlier date within the notice period. In such cases the employee will be paid compensation in lieu of the notice period which is not worked.

Non Ongoing Employees

- 88.3 A non-ongoing employee may terminate his or her employment contract before the end of the period of engagement by giving the Chief Executive Officer at least 14 days notice. If such notice is not given the employee authorises the Chief Executive Officer to deduct an amount in lieu from any final monies owing.
- 88.4 The Chief Executive Officer has the discretion to agree to a shorter period of notice or waive the requirement to give notice. At the instigation of the Chief Executive Officer, the resignation may take effect at an earlier date within the notice period. In such cases the employee will be paid compensation in lieu of the notice period which is not worked.

SECTION O – REDEPLOYMENT AND REDUNDANCY

89. GENERAL

- 89.1 The following provisions only apply to ongoing employees below SES classifications, not on probation.
- 89.2 Throughout the application of the following provisions of this Section, the Chief Executive Officer will take all reasonable steps, consistent with the efficient management of ComSuper, to assign ongoing duties to an excess employee at an equal classification level within ComSuper.

90. EXCESS EMPLOYEE

- 90.1 An employee is an excess employee if:
- a) the employee is included in a class of employees employed at ComSuper, which class comprises a greater number of employees than is necessary for the efficient and economical working of the agency; or
 - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods or changes in the nature, extent or organisation of the functions of ComSuper; or
 - c) where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at that locality and the Chief Executive Officer has determined that these provisions will apply to that employee.

91. ADVICE AND INFORMATION PROVIDED

- 91.1 The consultation processes outlined in this Section of the Agreement are to be read in conjunction with ComSuper's ***Potentially Excess Employee Policy***.
- 91.2 When the Chief Executive Officer is aware that an employee(s) is likely to become excess, the Chief Executive Officer will at the earliest practicable time advise the employee(s) of the situation.
- 91.3 Discussions with the potentially excess employee(s) (or where an employee so requests, with the employee's representative as well) will consider:
- a) measures which might be taken to ensure that the employee does not become excess;
 - b) redeployment opportunities for the employee(s) concerned, including identifying whether the employee(s) seek/s redeployment; and
 - c) whether voluntary retrenchment might be appropriate and whether the employee(s) want/s to elect for voluntary retrenchment.
- 91.4 The discussions will take place over such time as is reasonable but should be concluded within one month of commencement.
- 91.5 The Chief Executive Officer may, prior to the conclusion of these discussions, invite employees who are not potentially excess to elect for voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess. The Chief Executive Officer will not advise an employee that he or she is excess until the discussions referred to in clause 91.3 have occurred.
- 91.6 Where 15 or more employees are likely to become excess, the Chief Executive Officer will comply with the relevant provisions of the *Fair Work Act 2009*.

92. VOLUNTARY REDUNDANCY

- 92.1 Where the Chief Executive Officer invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The Chief Executive Officer will not give notice of retrenchment before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
- 92.2 Within that month the employee must be provided with information on:
- a) the amount of his or her severance pay;
 - b) pay in lieu of notice and paid up leave credits;
 - c) the amount of his or her accumulated superannuation contributions;
 - d) options open to him or her concerning superannuation; and
 - e) the taxation rules applying to the various payments.
- 92.3 The information is provided for guidance only and is not capable of forming a binding contract between the Commonwealth and the employee.
- 92.4 In addition, ComSuper will reimburse the relevant employee up to a maximum of \$330 for any financial and/or career counselling.

93. PERIOD OF NOTICE

- 93.1 Where the employee elects to be voluntarily retrenched, the Chief Executive Officer can accept the employee's election and give notice of termination under s 29 of the *Public Service Act 1999*. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service).
- 93.2 Where an employee is retrenched at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

94. SEVERANCE BENEFIT

- 94.1 An employee who accepts an offer for voluntary retrenchment and whose employment is terminated under section 29 of the Public Service Act 1999 on the grounds that he/she is excess to requirements in the agency, is entitled to be paid a sum equal to two weeks salary for each completed year of service plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- 94.2 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a) the break in service is less than one month and occurs where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service end (whether or not the two periods of service are with the same agency or employer) ; or ;
 - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 94.3 Subject to the *Fair Work Act 2009* requirements, the minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- 94.4 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.

94.5 Subject to clauses 94.1, 94.5 and 94.6, service for severance pay purposes means:

- a) service in ComSuper;
- b) Government service as defined in section 10 of the *Long Service Leave Act 1976*;
- c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- d) service with the Australian Defence Forces;
- e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
- f) service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

94.6 Any period of service which ceased through termination will not count as service for severance pay purposes on the following grounds, or on a ground equivalent to any of the following grounds:

- a) the employee lacks, or has lost, an essential qualification for performing his or her duties;
- b) non-performance or unsatisfactory performance, of duties;
- c) inability to perform duties because of physical or mental incapacity;
- d) failure to satisfactorily complete an entry level training course;
- e) failure to meet a condition imposed under sub-section 22(6) of the *Public Service Act 1999*; or
- f) a breach of the Code of Conduct; or
- g) on a ground equivalent to a ground listed in subparagraph (i) above under the repealed *Public Service Act 1922*; or
- h) through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- i) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.

94.7 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

95. RETENTION PERIOD

95.1 Unless the employee agrees, an excess employee who does not elect for voluntary retrenchment will not have his or her employment terminated under s29 of the *Public Service Act 1999* until the following maximum retention periods have elapsed:

- a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- b) seven months for other employees.

95.2 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in clause 95.1 above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this clause).

95.3 The retention period will commence on the earlier of the following:

- a) the day the employee is advised in writing by the Chief Executive Officer that he or she is an excess employee; or

- b) one month after the day on which the Chief Executive Officer invites the employee to elect to be retrenched.

95.4 During the retention period the Chief Executive Officer:

- a. will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- b. may, with four weeks notice, and with the agreement of the employee, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.

95.5 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.

95.6 An excess employee will be considered in isolation from, and not in competition with, other applicants for an advertised vacancy in ComSuper at or below the excess employee's substantive classification to which the excess employee seeks transfer.

95.7 Where the Chief Executive Officer is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period, and that there is no reasonable redeployment prospects in the APS, the Chief Executive Officer may, with the agreement of the employee, terminate the employee's employment under section 29 of the *Public Service Act 1999* -

95.8 Upon termination, the employee will be paid a lump sum comprising:

- a) the balance of the retention period (as shortened for the National Employment Standards under sub-clause 95.7 above) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- b) an additional redundancy payment equal to the amount of the retention period was shortened by under clause 95.7 above.

95.9 An excess employee will not be retrenched involuntarily if the employee has not been invited to elect to be retrenched, or has elected to be retrenched, but the Chief Executive Officer refuses to agree to it.

95.10 An excess employee will be given four weeks notice (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be involuntarily retrenched.

96. TERMINATION OF EMPLOYMENT

96.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those provided under:

- a) Parts 3-1 and 3-2 of the *Fair Work Act 2009*;
- b) other Commonwealth laws (including the Constitution); and
- c) at common law.

96.2 Termination of, or a decision to terminate employment, cannot be reviewed under the Dispute Resolution Procedures (Section P) or the Review of Action procedures (Section Q) of this Agreement.

96.3 Nothing in this Agreement prevents the Agency Head from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 117 of the *Fair Work Act 2009*, subject to compliance with the procedures established by the Agency Head for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

SECTION P – DISPUTE RESOLUTION

97. DISPUTE RESOLUTION

97.1 If a dispute relates to:

- a) a matter arising under the agreement; or
- b) the National Employment Standards;

this terms sets out procedures to settle the dispute.

97.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

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

97.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

97.5 Fair Work Australia may deal with the dispute in two stages:

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

Note If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

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

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

97.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

SECTION Q – REVIEW OF ACTIONS

98. REVIEW OF ACTIONS

- 98.1 Employees may access both informal and formal processes to resolve a matter in the workplace. These processes complement the Dispute Resolution Procedures in this Agreement and Review of Action provision in the *Public Service Act 1999*.

SECTION R – SIGNATORIES

99. SIGNATORIES

99.1 By signing below the Chief Executive Officer and the Community and Public Sector Union signify their agreement to the terms and conditions of this Agreement.

99.2 Signed for, and on behalf of ComSuper by the Chief Executive Officer:

.....

Name:
Agency: COMSUPER

Date:.....

Signed for, and on behalf of the Community and Public Sector Union:

.....

Name:

Date:.....

ComSuper Bargaining Representatives

.....

Phyllis Cummings

Date:

.....

Paul Healey

Date:

.....

Deslea Selmes

Date:

.....

Chris White

Date:

CLASSIFICATION	INCREMENT POINT	Base rate of pay following 3.0% increase at Commencement of Agreement 2010
APS LEVEL 1	Bottom	39051
	Mid-point	41104
	Top	43162
APS LEVEL 2	Bottom	44196
	Mid-point	46602
	Top	49016
APS LEVEL 3	Bottom	50593
	Mid-point	52608
	Top	54603
APS LEVEL 4	Bottom	56107
	Mid-point	58512
	Top	60916
APS LEVEL 5	Bottom	63203
	Mid-point	65115
	Top	67021
APS LEVEL 6	Bottom	67760
	Mid-point	72795
	Top	77839
EXECUTIVE LEVEL 1	First point	87300
	Second point	90787
	Third point	94274
	Fourth point	96985
	Fifth point	99695
EXECUTIVE LEVEL 2	First point	99695
	Second point	105170
	Third point	113025
	Fourth point	116804
	Fifth point	120308
	Sixth point	123917