



**Australian Government**

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**ComSuper**

**COMSUPER  
ENTERPRISE AGREEMENT  
2011-2014**

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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 2011-2014*.

### **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 2014.

### **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 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

## **7. SUPERANNUATION**

- 7.1 ComSuper will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 7.2 Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).  
*Note: At the time of commencement of this Agreement the rate of PSSap employer contribution is 15.4 per cent.*
- 7.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 7.4 The Chief Executive Officer may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.
- 7.5 ComSuper's default superannuation fund will be the Public Sector Superannuation accumulation plan.

## **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"	- means ComSuper;
"FWA"	- means the national workplace relations tribunal established by the <i>Fair Work Act 2009</i> , Division 2, Subdivision A, 575;
"APS"	- means the Australian Public Service;
"Enterprise Agreement"	- means an agreement made in accordance with Part 2-4, Division 2 of the <i>Fair Work Act 2009</i> ;
"Chief Executive Officer"	- 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.
"ComSuper"	- means the Chief Executive Officer and the employees referred to in section 26 of the <i>Superannuation Act 1976</i> commonly known as Commonwealth Superannuation Administration;
"CPSU"	- means Community and Public Sector Union
"Employee"	- means an ongoing or non-ongoing employee either full-time, part-time or casual employed by ComSuper pursuant to the <i>Public Service Act 1999</i> ;
"Higher Duties"	- means the temporary assignment of duties at a higher classification level;
"Immediate family" or "household"	- 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 or fostered 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;
"Non-ongoing Employee"	- means an employee engaged by ComSuper pursuant to section 22 of the <i>Public Service Act 1999</i> for a specified task or a specified term or for duties that are irregular or intermittent;
"Medical Certificate"	- means a certificate signed by a registered health practitioner;
"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);
"Salary for all purposes"	- 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;
"The Act"	- means the <i>Fair Work Act 2009</i> ;
"The Union"	- Means the CPSU or other unions
"This Agreement"	- means the <i>ComSuper Enterprise Agreement 2011-2014</i>
"Transfer"	- means the assignment of duties at or below level on an ongoing or temporary basis as appropriate;
"22 Day Rule"	- 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:
- a) focusing on enhancing performance through employee and management commitment to the implementation and achievement of ComSuper's business strategies and goals;
  - b) continuing to provide and extend scope for employees to balance their work and personal lives;
  - c) building upon and better using employees' skills (including aiding employee mobility and employee development);
  - d) providing an employment framework that will assist and contribute to ComSuper meeting the service standards established with the Boards and clients; and
  - e) 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:
- a) Timely, accurate and complete;
  - b) Legislatively compliant;
  - c) Designed with the client in mind;
  - d) Personalised to client needs; and
  - e) 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 mean 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 two or more appropriate members of the Executive Committee, 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 following provisions represent minimum standards only. This clause is in no way intended to reduce rights under existing protocols, custom and practice or otherwise agreed to by the parties to the agreement. Where such arrangements exist or are otherwise agreed they shall continue.
- 14.2 The role of union workplace delegates is to be respected and facilitated.
- 14.3 Agencies and workplace delegates must deal with each other in good faith.
- 14.4 In discharging their representative roles at the workplace level, 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 on workplace relations matters at the agency during normal working hours;
  - e) the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to "opt-out";
  - f) undertaking their role and having union representation on an agency's workplace relations consultative committee;
  - g) reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
  - h) the right to address new employees about union membership at the time they enter employment;
  - 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.
- 14.5 In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:
- a) reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
  - b) reasonable access to appropriate training in workplace relations matters including training provided by a union;
  - c) reasonable paid time off to represent union members in the agency at relevant union forums.
- 14.6 In exercising their rights, workplace delegates and unions will consider operational issues, agency policies and guidelines and the likely effect on the efficient operation of ComSuper and the provision of services by the Commonwealth.
- 14.7 In addition to the rights of workplace delegates and elected union representatives set out above, ComSuper will consider requests from unions for all-staff emails and will seek to facilitate those requests where possible, subject to operational requirements.

14.8 For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

## **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.
- 16.2 Broadbanding at ComSuper will be investigated, in consultation with the Workplace Relations Committee, during the life of the Agreement.

## **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 21.2, 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 in writing between the employee and his/her manager.

### **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 10:00am. 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 31, 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 23.4 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 All employees will be granted a day off on the first working day after the Boxing Day public holiday as part of ComSuper's rostered holiday period arrangements
- 23.3 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.
- 23.4 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**. Employees who work over the Rostered Holiday Periods can choose from the following two options for time worked on the two days:

Year	Option 1 - Rate of overtime payment	Option 2 – Time off in lieu
2011	Double time and a half	Time off in lieu as per overtime rules in clause 44.6, at the same rate as overtime for 2012
2012	Double time	Time off in lieu as per overtime rules in clause 44.6
2013	Double time	Time off in lieu as per overtime rules in clause 44.6

- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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. Where nominating time off in lieu, the volunteer will also nominate preferred dates to use that time. Preferred dates must be prior to the next rostered holiday period.
- 23.9 The Group Manager will respond in writing and confirm the roster by 1 November. 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.

### 23.10 Sequence of Events:

Date	Action
01 September	Group Managers call for volunteers to work between Christmas and New Year.
30 September	Volunteers have advised Group Managers of their preferred work option (eg. overtime or time off in lieu), and dates for the leave to be taken if the preferred option is time in lieu.
01 October	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	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	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	Group Manager releases roster to volunteers.

- 23.11 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
- 23.12 If a part or all of any day referred to in clause 23.11 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.
- 23.13 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. ComSuper employees at APS1 to APS6 levels 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 Subject to clause 24.9, the maximum credit carryover will be 37.5 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 should only accrue a flex credit in excess of 37.5 hours in circumstances approved by the delegate. Where an employee has a flex credit in excess of 37.5 hours, he/she will be entitled to take sufficient flex leave in order to reduce his/her flex credit to below 37.5 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 37.5 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. TIME OFF IN LIEU**

- 25.1 It is recognised that Executive Level employees (ELs) may work additional hours from time to time, and do not have access to the flextime scheme. Instead, ELs will be entitled to time off in lieu (TOIL) on an hour for hour basis for additional hours worked within the bandwidth of 7.00am to 8.00pm, Monday to Friday.
- 25.2 Time taken by ELs under TOIL arrangements should be agreed in advance between an employee and his/her manager. In reaching agreement ELs and their manager will have regard to:
- a) operational requirements and workload priorities;
  - b) the need to balance work and personal life;
  - c) the amount of additional hours worked; and
  - d) any other relevant factors.
- 25.3 Any flex balances held by ELs at the commencement of the Agreement, up to the limit of 37.5 hours, may be retained.
- 25.4 TOIL will be administered in a fair and consistent manner. Requests for time off will not be unreasonably refused.
- 25.5 Managers will have regard to ComSuper's commitment to maintaining work/life balance.
- 25.6 TOIL should be taken as soon as practical after the additional hours worked, usually within three months, as agreed between the manager and EL.

- 25.7 In circumstances where ELs and their managers cannot reach agreement the EL may escalate the matter to a more senior manager. In this case they should also notify the Human Resources manager. Resolution will be as per Section 99, Dispute Resolution of this Agreement. Disputes will be resolved promptly.
- 25.8 Employees who are acting at the Executive Level should discuss TOIL arrangements with their relevant line manager when the acting period commences. Employees in this situation should not be disadvantaged.
- 25.9 Access to TOIL shall be as outlined in ComSuper's ***Attendance and Flextime Policy***.

## **26. REVERSION TO STANDARD HOURS**

- 26.1 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.
- 26.2 In circumstances relating to 26.1(a) and 26.1(b), 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.
- 26.3 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.
- 26.4 Reversion to standard hours shall be as outlined in ComSuper's ***Attendance and Flextime Policy***.

## **27. PART-TIME EMPLOYMENT**

- 27.1 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.
- 27.2 Requests for regular part-time work will be agreed subject to operational requirements.
- 27.3 A part-time employee is one whose ordinary hours of work are less than 150 hours over a four week period.
- 27.4 Part-time employees can vary their ordinary hours of work within the ComSuper four week flextime settlement period subject to operational requirements.
- 27.5 At the end of the settlement period, part-time employees are entitled to carry over a maximum flex credit of ten hours or a flex debit of five hours. If a part-time employee works less than ten hours per week, the employee may carry over a flex credit of no more than the number of hours worked by the part-time employee in one standard working week.
- 27.6 Managers of part-time employees shall ensure that the workload placed upon those employees reflects the hours worked by the employee.
- 27.7 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.

- 27.8 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.
- 27.9 Part-time employees will accrue Personal Leave on a pro rata basis.
- 27.10 Personal Leave granted will be deducted from credits on an hour for hour basis, with no salary variation.
- 27.11 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.
- 27.12 For the purposes of calculating superannuation contributions for part-time employees, the full-time hours shall be 73.5 hours per fortnight.
- 27.13 An employee returning from maternity, adoption or fostering leave will have access to part-time work until the child/ren commence their second year of primary school.
- 27.14 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.
- 27.15 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.

## **28. WORKING FROM HOME**

- 28.1 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.
- 28.2 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.
- 28.3 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.

## **29. PERFORMANCE OF OUTSIDE WORK**

- 29.1 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.
- 29.2 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.

- 29.3 Employees may not accept payment for outside activities which would be regarded as part of their normal duties.

## **30. MATURE AGE WORKERS**

- 30.1 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.
- 30.2 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.

## **31. PUBLIC HOLIDAYS**

- 31.1 Employees will be entitled to the following public holidays:
- a) New Year's Day (1 January);
  - b) Australia Day (26 January);
  - c) Good Friday;
  - d) Easter Monday;
  - e) Anzac Day (25 April);
  - f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - g) Christmas Day (25 December);
  - h) Boxing Day (26 December)
  - i) Any other day, or part day, 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 a public holiday, other than a day or part-day, or a kind of a day or part-day, that is excluded by the Fair Work Act regulations from counting as a public holiday.
- 31.2 If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 31.3 The CEO and employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 31.4 An employee, who is absent on a day or part day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part of full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 31.5 Where a public holiday falls during the period when an employee is absent on leave (other than Annual or paid Personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

## **32. FLEXIBLE WORK ARRANGEMENTS FOR PARENTS**

- 32.1 An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible work arrangements, including part-time hours. The employee is not eligible to make this request unless he/she has completed at

least 12 months of continuing qualifying service (the CEO may waive this requirement in exceptional circumstances).

- 32.2 A casual employee may only request flexible work arrangements if the employee:
- a) is a long term casual employee immediately before making the request; and
  - b) has a reasonable expectation of continuing employment on a regular and systematic basis.

*Note: 'long term casual employee' is defined in s12 of the Fair Work Act 2009.*

- 32.3 A request made in accordance with clause 32.1 must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

- 32.4 For the purpose of this clause:
- a) 'qualifying service' means service that is recognised for redundancy pay purposes; and
  - b) 'casual' means an employee engaged on an irregular or intermittent basis.

## **SECTION G – REMUNERATION**

### **33. SALARY INCREASES**

33.1 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.

### **34. PAY INCREASES**

34.1 A pay increase of 4% will occur from the date of commencement of this Agreement.

34.2 A pay increase of 3% will occur from 1 July 2012.

34.3 A pay increase of 2% will occur from 1 July 2013.

34.4 All pay increases will be paid in the first available pay day after the date from which the increase applies.

### **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:

- a) Practical training at 100%
- b) Full-time study at 50%

## **38. 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 shall be paid a 20% loading of their salary in lieu of all paid leave entitlements and public holidays not worked except Long Service Leave.

## **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 eligible employee is entitled to salary advancement to the next highest pay point from the end of the Performance Assessment Cycle on 31 September each year, ie, from 1 October each year.
- 40.2 An employee will be eligible for salary advancement when he/she meets the following criteria:
- a) the employee has been performing ongoing duties at his/her substantive classification level for a period of at least three months within the performance assessment cycle;
  - b) employees on higher duties have been acting for a continuous period of six months within the assessment cycle or have been acting for 12 months within a 24 month period; and
  - c) the employee is assessed as meeting expectations at the end of the performance assessment cycle.
- 40.3 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 assessment period.
- 40.4 Annual salary advancement is subject to the employee's diligence, efficiency, attendance for duty and overall performance being assessed as meeting expectations for his/her level.
- 40.5 Annual salary advancement can be deferred for a specified period, up to 12 months. If annual salary advancement is deferred, the reasons must have been discussed with the employee at least two months before deferral and a statement of the reasons is to be provided to the employee.
- 40.6 Following any period of deferral, the employee's performance must be assessed as meeting expectations in order to receive salary advancement. If that requirement is 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 performance meets expectations. Salary advancement will only occur from the date when the employee's performance is assessed as meeting expectations.

40.7 If an employee has been acting for more than six months, and is also due an increment at his/her substantive level, then a rating of meeting expectations will be assumed and salary advancement will occur at the substantive level.

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:
- 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;
  - 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;
  - 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
  - it is performed on a Saturday, Sunday or Public Holiday, with the exception of employees to whom clause 20.6 applies.
- 44.3 Employees above APS Level 6 will not be eligible to receive overtime payments unless the Chief Executive Officer considers the circumstances require overtime and grants approval for their receipt.
- 44.4 Overtime rates will be:
- Monday to Saturday: Overtime will be paid at time and a half for the first three hours each day and double time thereafter;
  - Sunday: Overtime will be paid at the rate of double time;
  - 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 31.1 or 31.2 of this Agreement.
- 44.6 The hourly rate for overtime payment will be ascertained by applying the following formulas:
- Time and a half: 
$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{3}{2}$$
  - Double Time: 
$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{2}{1}$$
  - 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.
- 44.8 Time off in lieu of overtime will be calculated using the relevant formula prescribed in clause 44.6.
- 44.9 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.

- 44.10 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.
- 44.11 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 51.1.
- 44.12 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.
- 44.13 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.
- 44.14 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 10:00pm to Sunday 1:00am, the payment will be for four hours at the Sunday overtime rate.
- 44.15 Overtime worked on Easter Saturday will be paid at public holiday rates.

#### **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  
6:00pm to 7:00pm  
12 noon to 2:00pm  
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 made in July 2011 or January 2012 for the maintenance and attainment of superannuation and other role specific competencies in the 2011 calendar year.
- 47.3 CBT payments for the 2011 calendar year 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 47.3.(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 "one off" or "recurring" payments;
  - d) For a competency to attract a recurring payment, there must be a mandatory periodic proficiency demonstrated (for example RG146). 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 RG146 must be maintained by specific positions within the Customer Information Centre); 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.

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

#### **48. AUTHORISED REPRESENTATIVE ALLOWANCE**

48.1 Authorised Representative payments for the 2012 calendar year will be made in July 2012 or January 2013 for employees who are Authorised Representatives.

48.2 Authorised Representative payments for the 2013 calendar year will be made in July 2013 or January 2014 for employees who are Authorised Representatives.

48.3 Authorised Representative payments for the 2012 and 2013 calendar years will be governed by the following principles:

- a) A single payment of \$500 will be made where an employee gains RG146 qualifications during 2012 or 2013, and becomes an Authorised Representative;
- b) Where an employee has been previously nominated as an Authorised Representative, and maintains the scheme knowledge necessary for his/her role, a single payment of \$500 will be made in January or July of the relevant year;
- c) Maintenance of the qualification will occur through attending relevant training and maintenance of the scheme relevant training diary; and
- d) The Authorised Representative Payment will be taxed, and does not count as salary for superannuation.

48.4 Access to the Authorised Representative Allowance shall be as outlined in ComSuper's **Superannuation Training Policy**.

#### **49. FIRST AID, EMERGENCY WARDEN AND HSR ALLOWANCES**

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

- a) First Aid Officer;
- b) Emergency Warden; or
- c) Health Safety Representative (HSR);

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.

- 49.2 No employee shall be appointed to more than one role.
- 49.3 The rate of allowance from the commencement of this Agreement will be \$26.00 per fortnight.
- 49.4 The rate of allowance will increase from 1 July 2012 to \$26.78 per fortnight.
- 49.5 The rate of allowance will increase from 1 July 2013 to \$27.32 per fortnight.

## **50. ON-CALL ALLOWANCE**

- 50.1 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.
- 50.2 Employees above APS Level 6 will not be eligible to receive on-call allowance unless the Chief Executive Officer considers the circumstances require on-call allowance and grants approval for receipt of the allowance.
- 50.3 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 51.1 will not apply where an employee is recalled to duty while on-call.
- 50.4 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.
- 50.5 An employee's salary for the calculation of this allowance will include higher duties allowance and any other allowances in the nature of salary.
- 50.6 The hourly rate of payment will be calculated as follows:
$$\frac{\text{annual salary}}{313} \times \frac{6}{37.5} \times \% \text{ of salary as shown in clause 50.3 above.}$$
- 50.7 The allowance will be payable for each hour or part hour the employee is on-call outside the employee's ordinary hours of duty.
- 50.8 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.
- 50.9 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 the ability to, if required, attend duty in a timely manner and be in a proper and fit state to fully undertake duties required.

## **51. EMERGENCY DUTY**

- 51.1 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 to 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.

## **52. TRAVEL ALLOWANCE**

- 52.1 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.
- 52.2 Where an APS1-6 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.
- 52.3 ELs who travel outside the bandwidth will have access to time off in lieu arrangements as described in Section 25 of the Agreement.
- 52.4 Access to Travel Allowance shall be as outlined in ComSuper's ***Allowances and Re-imbursements Policy***.

## **53. MOTOR VEHICLE ALLOWANCE**

- 53.1 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.
- 53.2 Where so authorised, an employee will be entitled to a motor vehicle allowance. Allowance rates will be paid and varied in accordance with the rates advised by the Chief Executive Officer from time to time.

## **54. SCHOOL HOLIDAY CARE**

- 54.1 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.
- 54.2 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.
- 54.3 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.
- 54.4 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.
- 54.5 Employees employed on a short term non-ongoing basis will not have access to the allowance.

54.6 The employee must provide evidence of expenses incurred at the time of claiming the allowance.

**55. REIMBURSEMENT FOR LOSS OR DAMAGE**

55.1 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.

**56. MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS**

56.1 ComSuper will pay, or reimburse, relevant professional costs including membership, accreditation and annual fees where participation is related to the employee's role and there is a direct benefit to ComSuper.

## **SECTION I – INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

### **57. FLEXIBILITY TERM**

- 57.1 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) remuneration; and/or
    - vi) leave; 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 the employee.
- 57.2 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.
- 57.3 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.
- 57.4 The Chief Executive Officer must give the employee a copy of the individual flexibility arrangement within 14 days after agreement is reached.
- 57.5 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**

### **58. ANNUAL LEAVE**

- 58.1 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.
- 58.2 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.
- 58.3 Annual Leave accrues progressively and may be accessed as it accrues.
- 58.4 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.
- 58.5 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 60.2, the Annual Leave may be re-credited to the extent of the Personal/Carer's Leave granted.
- 58.6 Where an employee is required to use Compassionate/Bereavement Leave for periods of not less than one day while on Annual Leave, and subject to the Compassionate/Bereavement Leave provisions of this Agreement, the Annual Leave may be re-credited to the extent of Compassionate/Bereavement Leave granted.
- 58.7 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.
- 58.8 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.
- 58.9 Where an employee has been determined to have excess Annual Leave credits in accordance with clause 58.7 and is directed to utilise a period of Annual Leave in accordance with clause 58.8, that period of Annual Leave must commence no later than 1 March of that year.
- 58.10 An employee who has been determined to have excess Annual Leave credits in accordance with clause 58.7 and is directed to utilise a period of Annual Leave in accordance with clause 58.8, 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.
- 58.11 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.

- 58.12 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.
- 58.13 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.
- 58.14 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*.
- 58.15 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.
- 58.16 Access to Annual Leave shall be as outlined in ComSuper's **Annual Leave Policy**.

## **59. PERSONAL / CARER'S LEAVE**

- 59.1 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.
- 59.2 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.
- 59.3 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*.
- 59.4 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.
- 59.5 Unused Personal Leave from previous years will accumulate but cannot be converted to salary or cashed out upon cessation or termination of employment.
- 59.6 Personal/Carer's Leave may be used for part day absences.
- 59.7 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.
- 59.8 An employee receiving workers compensation for more than 45 weeks will accrue Personal/Carer's Leave on an hours actually worked basis.

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

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

## **60. REQUIREMENT FOR MEDICAL EVIDENCE**

60.1 Subject to clause 60.4, where the Personal/Carer's Leave extends beyond three consecutive days, satisfactory documentary evidence as outlined at clause 60.2 will be required.

60.2 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, or
- c) any other evidence which would satisfy a reasonable person that the leave has been taken for a reason specified in clause 61.1.

60.3 Where a statutory declaration is used as evidence 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.

60.4 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 60.2.

## **61. USE OF PERSONAL/CARER'S LEAVE**

61.1 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 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;
- d) to attend funerals if Compassionate Leave is not applicable and as supplementation for Compassionate Leave;
- e) to attend to urgent or unforeseen personal matters such as household emergencies, repairs or disruption to childcare arrangements.

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

61.3 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.

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

- 61.5 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.
- 61.6 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.
- 61.7 Leave provisions are also available under section 64, Miscellaneous Leave.

## **62. UNPAID PERSONAL/CARER'S LEAVE**

- 62.1 Where an employee has exhausted his/her personal/carer's leave credits, he/she will be 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.

## **63. COMPASSIONATE/BEREAVEMENT LEAVE**

- 63.1 An employee will be granted three days paid Compassionate/Bereavement 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.
- 63.2 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.
- 63.3 The taking of Compassionate/Bereavement Leave is subject to approval by the Chief Executive Officer.
- 63.4 In some circumstances supporting documentation or other supporting evidence or proof may be required.
- 63.5 Compassionate/Bereavement Leave will count as service for all purposes.
- 63.6 Casual employees will be entitled to two days unpaid Compassionate/Bereavement Leave per each permissible occasion.
- 63.7 Access to Compassionate/Bereavement Leave shall be as outlined in ComSuper's Miscellaneous Leave **Policy**.

## 64. MISCELLANEOUS LEAVE

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

64.2 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.

64.3 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
Additional Compassionate/Bereavement Leave	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. <sup>1</sup>	3 years
Caring responsibilities for immediate family members	up to a maximum of 12 months
Ceremonial, cultural or religious significance for employees, including NAIDOC	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 <sup>2</sup>	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: 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.

64.4 Where Miscellaneous Leave is refused the Manager will advise the employee of the reason for the decision.

64.5 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.

64.6 Unpaid leave for community service personnel for emergency services duties will encompass leave for regular training, all emergency services responses, reasonable recovery time, ceremonial duties and for the other periods of time specified in s108(a) of the *Fair Work Act 2009*.

64.7 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.

64.8 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.

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

## **65. BLOOD DONOR LEAVE**

65.1 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.

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

## **66. LONG SERVICE LEAVE**

- 66.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 66.2 The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 66.3 Full-time employees on Long Service Leave during the Rostered Holiday Period will be entitled to an additional 15 hours off on completion of the leave. Part-time employees will be entitled to the equivalent hours they would have worked on those days. This leave should be discussed between the employee and his/her manager.
- 66.4 Where an employee is required to use Compassionate/Bereavement Leave for periods of not less than one day while on Long Service Leave, and subject to the Compassionate/Bereavement Leave provisions of this Agreement, the Long Service Leave may be re-credited to the extent of Compassionate/Bereavement Leave granted.
- 66.5 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 60.2 for periods of not less than one day, the Long Service Leave may be re-credited to the extent of the Personal Leave granted.
- 66.6 Access to Long Service Leave shall be as outlined in ComSuper's ***Long Service Leave Policy***.

## **67. MATERNITY LEAVE**

- 67.1 Employees are entitled to Maternity Leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 67.2 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.
- 67.3 An employee is unable to access paid Personal/Carer's Leave while on paid Maternity Leave.
- 67.4 Full-time employees on mandatory Maternity Leave during the Rostered Holiday Period will be entitled to an additional 15 hours off on completion of the leave. This leave should be discussed between the employee and his/her manager.
- 67.5 More detail about Maternity Leave shall be as outlined in ComSuper's ***Maternity Leave Policy***.

## **68. ADOPTION OR FOSTERING LEAVE**

- 68.1 An employee seeking to adopt a child, or foster a child on a long term basis, may take up to 12 weeks of paid adoption or fostering leave.
- 68.2 In order to provide more flexible administration of Adoption or Fostering Leave, an employee may elect to spread the payment for the period of 12 weeks of leave up to a period of 24 weeks at a rate no less than half normal salary. The additional leave beyond the first 12 weeks of leave will not count as service for any purpose.
- 68.3 An employee is unable to access paid Personal/Carer's Leave while on paid Adoption or Fostering Leave.

- 68.4 Full-time employees on paid Adoption or Fostering Leave during the Rostered Holiday Period will be entitled to an additional 15 hours off on completion of the leave. This leave should be discussed between the employee and his/her manager.
- 68.5 Approval of paid Adoption or Fostering Leave, by the Chief Executive Officer, will be subject to the following conditions:
- a) Adoption or Fostering 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 or fostering agency or other appropriate body of the presumed date of placement of the child with the employee for adoption or fostering 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 or fostering 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 or fostering purposes of the placement date;
  - d) an employee who has completed a period of qualifying service as though they were accessing paid Maternity Leave under the *Maternity Leave (Commonwealth Employees) Act 1973* will be provided with paid Adoption or Fostering Leave;
  - e) where the placement of a child for adoption or fostering purposes with an employee does not proceed or continue, the employee must notify ComSuper immediately to arrange a date for resumption of duty.
- 68.6 More detail about Adoption or Fostering Leave shall be as outlined in ComSuper's ***Miscellaneous Leave Policy***.

## **69. RETURN TO WORK AFTER PARENTAL, MATERNITY, ADOPTION OR FOSTERING LEAVE**

- 69.1 On ending parental, maternity, adoption or fostering leave, an employee is entitled to return to:
- a) the employee's pre-leave duties; or
  - b) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied before the leave. Where this is not practical, other duties will be found.
- 69.2 For the purposes of this clause, duties means those performed:
- a) if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
  - b) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
  - c) otherwise – immediately before the employee commenced maternity, parental, adoption or fostering leave.

## **70. PARENTING LEAVE**

- 70.1 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 the *Fair Work Act 2009*. It is accessible by the child's mother, father, and partner of a parent or adoptive or fostering parent.
- 70.2 Parenting leave can be taken at half-pay.

- 70.3 Parenting Leave will count as service for all purposes.
- 70.4 Parenting leave is not paid maternity leave as defined for purposes of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 70.5 More detail about Parenting Leave shall be as outlined in ComSuper's **Parenting Leave Policy**.

## **71. PARENTAL LEAVE**

- 71.1 An employee who is eligible to take unpaid parental leave under s 70 of the *Fair Work Act 2009* may take 12 months unpaid parental leave in addition to any Maternity, Adoption, Fostering and/or Parenting leave taken by that employee.
- 71.2 Unpaid parental leave under clause 71.1 must be taken within a 66 week period that commences on the day of the birth of the relevant child or, in the case of an adopted or fostered child, on the day the employee assumes legal responsibility for the child.
- 71.3 Upon request from an employee who takes unpaid parental leave under clause 71.1, the Chief Executive Officer may grant an additional period of unpaid parental leave of up to 12 months, immediately following the end of the initial 12 month period. This leave will only be refused on reasonable business grounds.
- 71.4 Where an employee's spouse is an APS employee and is also granted leave to care for a newborn or newly adopted or fostered child, the sum of the periods of leave granted to the employee and the employee's spouse for parental purposes will not exceed 66 weeks.

## **72. PURCHASED LEAVE**

- 72.1 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.
- 72.2 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.
- 72.3 Once a period of Purchased Leave has been approved, it will not be revoked by ComSuper unless exceptional circumstances arise.
- 72.4 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.
- 72.5 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.
- 72.6 Where on 1 January an employee has excess Annual Leave they will not be permitted to purchase additional leave under this scheme.
- 72.7 The leave purchased and taken must be in whole weeks only.
- 72.8 The Purchased Leave period will be 12 months and employees are expected to stay on the scheme for the whole period.
- 72.9 The Purchase Leave period will be 1 March to 28 February.

- 72.10 Salary for unused Purchased Leave will be refunded at the end of the Purchased Leave period.
- 72.11 Where an employee is ill or injured while on Purchased Leave and applies for Personal Leave with satisfactory documentary evidence, as outlined at clause 60.2, for periods of not less than one day, the Purchased Leave may be re-credited for use in the same Purchased Leave scheme year.
- 72.12 Where an employee is required to use Compassionate/Bereavement Leave for periods of not less than one day while on Purchased Leave, and subject to the Compassionate/Bereavement Leave provisions of this Agreement, the Purchased Leave may be re-credited to the extent of Compassionate/Bereavement Leave granted.
- 72.13 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.
- 72.14 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.
- 72.15 Access to Purchased Leave shall be as outlined in ComSuper's **Purchased Leave Policy**.

### **73. DEFENCE LEAVE**

- 73.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.  
*Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.*
- 73.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required. During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves. Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- 73.3 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 73.4 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- 73.5 Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 73.6 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

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

#### **74. CANCELLATION OF LEAVE OR RECALL TO DUTY FROM LEAVE**

- 74.1 An employee will only be recalled from leave in exceptional circumstances, as a last resort.
- 74.2 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.
- 74.3 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.
- 74.4 In this clause "*leave*" means Annual Leave, Long Service Leave, or other approved leave.
- 74.5 The employee must provide evidence of expenses incurred at the time of claiming reimbursement.

#### **75. STUDY LEAVE**

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

#### **76. PORTABILITY OF LEAVE**

- 76.1 Where an employee moves (including on promotion or for an agreed period) from another agency where he/she was an ongoing APS employee, the employee's unused accrued Annual leave and Personal/Carer's leave (however described) will be recognised, provided there is no break in continuity of service.
- 76.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/Carer's leave (however described) will be recognised.
- 76.3 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Agency Head

may, at the employee's request, recognise any accrued Annual leave and Personal/Carer's leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.

76.4 For the purposes of this clause:

- a) 'APS employee' has the same meaning as the *Public Service Act 1999*;
- b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

## **SECTION K – ENHANCING INDIVIDUAL PERFORMANCE**

### **77. PERFORMANCE MANAGEMENT FRAMEWORK**

77.1 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.

77.2 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.

77.3 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.

77.4 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.

77.5 The key elements of the monthly conversation may include:

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

77.6 The monthly conversations will complement:

- a) Performance Agreements; and/ or
- b) Salary advancement considerations; and/or
- c) Probation considerations; and/or
- d) Underperformance management.

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

## **78. LEARNING AND DEVELOPMENT**

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

78.2 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.

78.3 All employees shall be provided with learning and development opportunities for their current jobs and future careers. This will include annual participation in an appropriate learning and development program.

78.4 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.

78.5 ComSuper's Monthly Conversations as well as Performance Agreements provide a mechanism for managers and employees to identify and monitor skills development. Managers and employees will discuss and agree on the appropriate learning and development programs for the employee.

78.6 Over the life of this agreement ComSuper will review, develop and implement a new framework for schemes training to complement existing corporate training. Corporate training will undergo continuous improvement.

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

78.8 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.

78.9 Employees will be provided with a day off on full pay for the purposes of personal development in the first 12 months of the life of the Agreement. The employee and his/her manager should agree to the date to be taken prior to the leave.

## **79. EMPLOYEE MOBILITY**

79.1 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.

- 79.2 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.
- 79.3 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.
- 79.4 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.

## **80. WORKPLACE DIVERSITY**

- 80.1 ComSuper will maintain a culture which supports and promotes the principles of Workplace Diversity.
- 80.2 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.
- 80.3 ComSuper will create and maintain a workplace that actively supports the careers and cultural needs of all employees and will ensure equal opportunity in recruitment, training, skills utilisation and career development for all employees. This will assist in meeting the needs of ComSuper's diverse range of customers, and add to continuous improvement.
- 80.4 ComSuper will meet these commitments by applying the principles set out in the:
- a) ComSuper Diversity Plan; and
  - b) Government Diversity Employment Initiatives.
- 80.5 ComSuper will make all reasonable endeavours to recruit, retain and develop Aboriginal and Torres Strait Islander employees.

## **SECTION L - MANAGING UNDERPERFORMANCE**

### **81. FAIRNESS IN MANAGING UNDER-PERFORMANCE**

- 81.1 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.
- 81.2 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 two 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:
- a) the employee's employment be terminated; or
  - b) take some other action, including reassignment of duties or reduction in classification.
- 81.3 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.
- 81.4 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.

- 81.5 A notice of reduction takes effect after four weeks unless the employee makes an application under clause 81.3. 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.
- 81.6 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 21 days of the issue of the notice of reduction.
- 81.7 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.
- 81.8 The review will be finalised within four weeks from the date of lodgement of the application.
- 81.9 If the review is successful, the notice of reduction is revoked without detriment to the employee.
- 81.10 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.
- 81.11 While recognising that the procedures outlined in clause 81.2 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.
- 81.12 The procedure outlined in clause 81.2 is not to be used for disciplinary or invalidity reasons.

## **82. MISCONDUCT**

- 82.1 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**

### **83. OCCUPATIONAL HEALTH AND SAFETY**

- 83.1 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.
- 83.2 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.
- 83.3 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.
- 83.4 ComSuper will monitor and review, in consultation with all employees, existing occupational health and safety strategies, policies and procedures on an ongoing basis.
- 83.5 Occupational health and safety issues will be a standing agenda item for all ComSuper Workplace Relations Committee meetings.
- 83.6 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*.
- 83.7 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.

### **84. FACILITIES FOR NURSING MOTHERS**

- 84.1 ComSuper supports mothers who are returning to work and who wish to make arrangements to continue to breast or bottle feed their baby.
- 84.2 ComSuper provides a number of suitable facilities for employees who are nursing mothers to breastfeed, bottle feed or express milk, including:
- a) A lockable area that is clean, hygienic and private;
  - b) Comfortable seating;
  - c) Access to facilities for washing hands and equipment; and
  - d) Adequate refrigeration space for storage of expressed milk.
- 84.3 Nursing mothers are entitled to take lactation breaks when and where possible. ComSuper will encourage the support of managers and colleagues for nursing mothers.
- 84.4 ComSuper will investigate accreditation as a breastfeeding friendly workplace over the life of the Agreement.

## 85. WORKPLACE FREE FROM BULLYING AND HARASSMENT

- 85.1 Harassment bullying and discrimination are unacceptable in ComSuper. ComSuper and its employees also recognise that these behaviours are contrary to the APS Values and Code of Conduct.
- 85.2 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.
- 85.3 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.
- 85.4 Where an employee perceives that he or she has been subjected to workplace bullying, harassment or discrimination, the employee is entitled to invite a support person to assist in any actions leading to resolution of the issues.

## 86. ENERGY AND ACCOMMODATION

- 86.1 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:
- a) Ensuring new and existing buildings are built and upgraded to reflect the best, energy efficient design, practices and technology,
  - b) Minimising electricity usage through staff education and technological initiatives,
  - c) Minimising the use of water,
  - d) Maximising recycling and minimising the creating of garbage and waste, including from obsolete IT and office equipment,
  - e) Minimising the consumption of paper and stores
  - f) Encouraging the use of fuel-efficient vehicles
  - g) Encouraging walking, use of buses, car pooling or cycling to and from work where appropriate.

## 87. EYESIGHT AND HEARING

- 87.1 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***.
- 87.2 The reimbursement rate for spectacles will be:
- a) \$100 for monofocal spectacles; and
  - b) \$200 for bifocal or multifocal spectacles.

## **88 HEALTH INITIATIVES**

- 88.1 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.
- 88.2 ComSuper will continue its 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.
- 88.3 ComSuper will reimburse employees up to \$250 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, purchase of a bicycle, or shoes for exercise, 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 88.2; and/or
  - d) need commercial family care for the purposes of respite with an accredited provider.
- 88.4 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.
- 88.5 ComSuper will arrange, subject to a satisfactory level of participation by employees, for annual voluntary health checks by an appropriately qualified authority.
- 88.6 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. All teams or groups must comprise ComSuper employees or represent ComSuper with the majority of participants in each team or group being ComSuper employees. All applications will be subject to approval of the Chief Executive Officer.

## **89. EMPLOYEE ASSISTANCE PROGRAM**

- 89.1 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**

### **90. RESIGNATION**

#### **Ongoing Employees**

- 90.1 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.
- 90.2 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**

- 90.3 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.
- 90.4 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**

### **91. GENERAL**

- 91.1 The following redeployment, reduction and retrenchment provisions will apply to ongoing employees who are not on probation.
- 91.2 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.

### **92. EXCESS EMPLOYEE**

- 92.1 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.

### **93. ADVICE AND INFORMATION PROVIDED**

- 93.1 The consultation processes outlined in this Section of the Agreement are to be read in conjunction with ComSuper's ***Potentially Excess Employee Policy***.
- 93.2 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.
- 93.3 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.
- 93.4 The discussions will take place over such time as is reasonable but should be concluded within one month of commencement.
- 93.5 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 93.3 have occurred.
- 93.6 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*.

## **94. VOLUNTARY REDUNDANCY**

- 94.1 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).
- 94.2 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.
- 94.3 The information is provided for guidance only and is not capable of forming a binding contract between the Commonwealth and the employee.
- 94.4 In addition, ComSuper will reimburse the relevant employee up to a maximum of \$500 for any financial and/or career counselling.

## **95. PERIOD OF NOTICE**

- 95.1 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).
- 95.2 Where an employee is retrenched at the beginning of, or within, the notice period, and agrees to the early departure, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

## **96. SEVERANCE BENEFIT**

- 96.1 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.
- 96.2 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*.
- 96.3 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.

96.4 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, subject to any minimum amount the employee is entitled to under the National Employment Standards.

96.5 Subject to clauses 96.1, 96.5 and 96.6, 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.

96.6 Any period of service which ceased:

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

will not count as service for severance pay purposes.

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

## 97. RETENTION PERIOD

- 97.1 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.
- 97.2 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in clause 97.1 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).
- 97.3 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.
- 97.4 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.
- 97.5 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
- 97.6 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.
- 97.7 Where the CEO is satisfied that there is insufficient productive work available for the employee within the agency during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- a) the CEO may, with the agreement of the employee, terminate the employee's employment under s.29 of the PS Act; and
  - b) upon termination, the employee will be paid a lump sum comprising:
    - i) the balance of the retention period (as shortened for the National Employment Standards under sub-clause 97.7a) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
    - ii) the employee's NES entitlement to redundancy pay.
- 97.8 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.

97.9 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.

## **98. TERMINATION OF EMPLOYMENT**

98.1 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.

98.2 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.

98.3 Nothing in this Agreement prevents the Chief Executive Officer from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, subject to compliance with the procedures established by the Chief Executive Officer for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

## **SECTION P – DISPUTE RESOLUTION**

### **99. DISPUTE RESOLUTION**

99.1 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

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

99.3 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.

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

99.5 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.*

99.6 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.

99.7 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

99.8 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**

### **100. REVIEW OF ACTIONS**

100.1 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**

**101. SIGNATORIES**

101.1 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.

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

.....

Name: Peter Cormack

Address: PO Box 22  
Belconnen ACT 2616

Date: ...../12/2011

101.3 Signed for, and on behalf of the Community and Public Sector Union by the Deputy Secretary:

.....

Name: Rupert Evans

Address: 10/440 Collins Street  
Melbourne VIC 3000

Date: ...../12/2011

## ATTACHMENT A – COMSUPER SALARY RATES

<b>Classification</b>	<b>Salary point</b>	<b>4% increase on Commencement</b>	<b>3% increase from 1 July 2012</b>	<b>2% increase from 1 July 2013</b>
APS1	APS1.1	40613	41831	42668
	APS1.2	42748	44031	44911
	APS1.3	44888	46235	47160
APS2	APS2.1	45964	47343	48290
	APS2.2	48466	49920	50918
	APS2.3	50977	52506	53556
APS3	APS3.1	52617	54195	55279
	APS3.2	54712	56354	57481
	APS3.3	56787	58491	59661
APS4	APS4.1	58351	60102	61304
	APS4.2	60852	62678	63932
	APS4.3	63353	65253	66558
APS5	APS5.1	65731	67703	69057
	APS5.2	67720	69751	71146
	APS5.3	69702	71793	73229
APS6	APS6.1	70616	72734	74189
	APS6.2	75707	77978	79538
	APS6.3	80953	83381	85049
EL1	EL1.1	90792	93516	95386
	EL1.2	94418	97251	99196
	EL1.3	98045	100986	103006
	EL1.4	100864	103890	105968
	EL1.5	103683	106793	108929
EL2	EL2.1	106288	109477	111666
	EL2.2	109377	112658	114911
	EL2.3	117546	121072	123494
	EL2.4	121476	125120	127623
	EL2.5	125120	128874	131451
	EL2.6	128874	132740	135395