



Australian Government

ComSuper

COMSUPER
ENTERPRISE AGREEMENT
2015-2018

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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 2015-2018.

2. DEFINITIONS

"Agency"	- means ComSuper.
"Agreed Work Pattern"	- means a formal written arrangement between an employee and their manager to vary the ordinary working hours or standard working day for a full-time employee on a regular basis using the flex-time scheme or TOIL.
"APS"	- means the Australian Public Service.
"Casual employee"	- means an employee engaged by ComSuper for duties that are irregular or intermittent.
"Chief Executive Officer or CEO"	- means the person 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 CEO and ComSuper staff employed under the <i>Public Service Act 1999</i> .
"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> .
"Fortnightly contribution salary"	- means an employee's base salary plus any recognised allowances received, as recorded on the employee's birthday (also referred to as the 'birthday salary').
"FWC"	- means the Fair Work Commission established by the section 575 of the Act.
"Higher duties"	- means the temporary assignment of duties at a higher classification level.
"Immediate family or household"	- means a person with whom the employee has traditional kinship or a person in a) or b) with whom the employee has genuine caring responsibilities or a genuine domestic relationship: a) A former or current spouse or de facto partner, child, parent, grandparent, grandchild or sibling of the employee, or b) a child, parent, grandparent, grandchild or sibling of a former or current spouse or de facto partner of the employee.
"NES"	- means the National Employment Standards; the 10 minimum entitlements under legislation that have to be provided to all employees
"Non-ongoing employee"	- means an employee engaged by ComSuper for a specified task or a specified term on a full-time or part-time basis.
"Ongoing employee"	- means a person engaged by ComSuper in a role that is ongoing on a full-time or part-time basis.
"Ordinary working hours or Ordinary hours of work"	- means for full-time employees 7 hours and 30 minutes per day; for part-time employees or where there is an individual flexibility arrangement, the daily ordinary hours are the hours specified in the relevant agreement.
"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 an employee's rate of salary/pay calculated in accordance with Section D of this Agreement excluding any lump sum bonus.
"Standard working day"	- means the hours 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm.
"Standard working week"	- means Monday to Friday.
"The Act"	- means the <i>Fair Work Act 2009</i> .
"This Agreement"	- means the <i>ComSuper Enterprise Agreement 2015-2018</i> .
"TOIL"	- means time of in lieu
"Transfer"	- means the assignment of duties at or below level on an ongoing or temporary basis.

3. PARTIES COVERED

- 3.1 This Agreement covers the CEO, for and on behalf of the Commonwealth of Australia as the employer and 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 or any employee whose salary is not paid by ComSuper.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence operation seven days after the Fair Work Commission approves the Agreement. The nominal expiry date will be three years after date of commencement.

5. RELATIONSHIP WITH LEGISLATION AND POLICIES

- 5.1 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) and the CEO and employees must comply with all relevant legislative requirements. These include but are not limited to:

Public Service Act 1999

Fair Work Act 2009

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009

Long Service Leave (Commonwealth Employees) Act 1976

Maternity Leave (Commonwealth Employees) Act 1973

Paid Parental Leave Act 2010

Work Health and Safety Act 2011

Australian Human Rights Commission Act 1986

Age Discrimination Act 2004

Disability Discrimination Act 1992

Racial Discrimination Act 1975

Sex Discrimination Act 2001

Safety, Rehabilitation and Compensation Act 1988

Privacy Act 1988

Superannuation Act 1976

Superannuation Act 1990

Superannuation Act 2005

Superannuation (PSSAP) Trust Deed

Superannuation Guarantee (Administration) Act 1992

In addition to the above, ComSuper may also be subject to other agency-specific legislation containing employment-related provisions.

- 5.2 Any policies, guidelines or further information referred to in this Agreement are not incorporated into and do not form part of this Agreement. Policies, guidelines and further information are in place to support the operation of this Agreement and may be varied from time to time. If there is any inconsistency between the policies, guidelines, further information and the express terms of this Agreement, the express terms of this Agreement will prevail to the extent of any inconsistency.

6. DELEGATIONS

- 6.1 The CEO may, in writing, delegate any of the CEO's powers or functions under this Agreement and can impose conditions on the person exercising the function or power.

SECTION B – CONSULTATION

7. CONSULTATION

7.1 This term applies if the CEO:

- a) has made a definite decision to introduce major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have significant effect on the employees, or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

7.2 For major change referred to in subclause 7.1a):

- a) The CEO must notify the relevant employees of the decision to introduce the major change, and
- b) subclause 7.3 and 7.9 apply.

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

7.4 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 CEO of the identity of the representative,
- c) the CEO must recognise the representative.

7.5 As soon as practicable after making its decision, the CEO 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 CEO 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.

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

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

7.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the CEO, the requirements set out in subclauses 7.2 a) and subclauses 7.3 and 7.5 are taken not to apply.

- 7.9 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 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.

Change to regular roster or ordinary hours of work

- 7.10 For change referred to in subclause 7.1b):
- a) the CEO must notify the relevant employees of the proposed change, and
 - b) subclauses 7.11 to 7.15 apply.
- 7.11 The relevant employees may appoint a representative for the purpose of the procedures in this term.
- 7.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation, and
 - b) the employees or employees advise the CEO of the identity of the representative,
- the CEO must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, the CEO must:
- a) discuss with the relevant employees the introduction of the change, and
 - b) for the purposes of the discussion provide to the relevant employees:
 - i) all relevant information about the change, including the nature of the change, and
 - ii) information about what the CEO reasonably believes will be the effects of the change on the employees, and
 - iii) information about any other matters that the CEO reasonably believes are likely to affect the employees, and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.14 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.15 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 7.16 In this term:
- "relevant employees"** means the employees who may be affected by a change referred to in subclause 7.1.
- 7.17 The CEO will consult with employees, and/or their representatives, including consulting on policies that are in place to support the operation of this Agreement, through the Workplace Relations Committee, consistent with long standing practice. Further information can be found in the **Workplace Relations Committee Charter**.

SECTION C – WORKING ARRANGEMENTS

8. HOURS OF DUTY

- 8.1 The daily ordinary working hours for full-time employees are 7 hours and 30 minutes.
- 8.2 The standard working day comprises the hours 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm.
- 8.3 The standard working week is Monday to Friday.
- 8.4 Ordinary hours for a full-time employee will be 150 hours over a four week (20 working days) period known as the settlement period.
- 8.5 For part-time employees the daily ordinary hours or usual work pattern are the hours agreed in the relevant part-time work agreement.
- 8.6 Ordinary hours for a part-time employee will be the sum of the approved daily ordinary hours in the settlement period.

9. BANDWIDTH

- 9.1 Service delivery hours (bandwidth) are 7:00 am to 8:00 pm Monday to Friday.

10. USUAL WORK PATTERNS

- 10.1 The usual work pattern is the standard working day and week as defined in clauses 8.2, 8.3 and 8.5.
- 10.2 An employee can vary their usual work pattern by accessing the flex-time scheme or TOIL. Any variation to an employees usual work pattern utilising the flex-time scheme or TOIL will need to be approved by the employee's manager.
- 10.3 Employees must not work for more than five hours without a meal break of at least 30 minutes. If an employee seeks to work more than five hours they must have prior approval from their manager.
- 10.4 Employees must not work more than 10 hours in a day, without prior approval from their manager, unless also working overtime.
- 10.5 Further information on varying usual work patterns can be found under clauses 13, 14 and in ***ComSuper's Attendance and Flex-time Policy***.

11. ATTENDANCE AND ABSENCE

- 11.1 All employees are responsible for accurately recording their attendance for duty each day by a method approved by the CEO. The accurate recording of attendance includes recording any absences and leave taken.
- 11.2 Further information can be found in ***ComSuper's Attendance and Flex-time Policy***.

12. UNAUTHORISED ABSENCE

- 12.1 An unauthorised absence is an absence from duty that is not approved by the CEO.
- 12.2 Where an employee has an unauthorised absence:
 - a) the period of unauthorised absence will not count as service for any purpose
 - b) the employee will not be paid or be entitled to other benefits provided for under this agreement in respect of the period, or periods, of absence
 - c) any amounts paid to an employee in respect of an unauthorised absence are overpayments. ComSuper will seek to recover those amounts in accordance with clause 19.2.

12.3 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.

12.4 Further information can be found in ***ComSuper's Attendance and Flex-time Policy***.

13. FLEX-TIME SCHEME

13.1 Flex-time 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 Flex-time Scheme.

13.2 Ordinary hours of work for a settlement period for employees participating in the ComSuper Flex-time Scheme are defined in clause 8. The flex-time scheme can be used to vary working hours on an irregular basis or more formally through an agreed work pattern or for part-day absences in lieu of other leave types, within operational requirements and with their manager's approval. Where there is insufficient work to warrant working additional hours, a manager may require an employee not to work hours in addition to their ordinary hours.

13.3 The maximum credit carryover per settlement period for full-time employees is 37.5 hours, pro rata for part-time employees.

13.4 Employees can only accrue a flex credit in excess of the maximum credit carryover in circumstances approved by the CEO. Where an employee has exceeded the maximum carryover in a settlement period, they will, subject to operational requirements, be entitled to take sufficient flex leave in the next settlement period in order to reduce their flex credit to below the maximum flex credit carryover as per clause 13.3.

13.5 A maximum of five flex days may be taken consecutively or individually per settlement period subject to operational requirements and relevant manager's approval.

13.6 Subject to prior approval from the relevant manager, flex credits can accrue where an employee is performing duties outside ComSuper's business premises.

13.7 Up to the maximum flex credit carryover for a settlement period, as per clause 13.3, may be paid out on separation from ComSuper with the approval of the CEO.

13.8 The maximum debit carryover per settlement period for full-time employees is 10 hours, pro-rata for part time employees.

13.9 An employee who has exceeded the maximum debit carryover at the end of a settlement period can choose to acquit excess flex debits with annual leave credits or as leave without pay.

13.10 An employee's flex debit will be considered as part of normal financial reconciliations undertaken when an employee separates from ComSuper.

13.11 Further information can be found in ***ComSuper's Attendance and Flex-time Policy***.

14. TIME OFF IN LIEU

14.1 It is recognised that Executive Level employees (ELs) may work additional hours from time to time, and do not have access to the flex-time scheme. Instead, ELs will be entitled to TOIL for additional hours worked which may be used with their manager's approval, subject to operational requirements. TOIL arrangements may also be used to vary usual work patterns through an agreed work pattern or for part-day absences in lieu of other leave types.

14.2 Further information can be found in ***ComSuper's Attendance and Flex-time Policy***.

15. REVERSION TO STANDARD HOURS

- 15.1 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.
- 15.2 Further information can be found in ***ComSuper's Attendance and Flex-time Policy***.

16. PART-TIME EMPLOYMENT

- 16.1 A part-time employee is one whose ordinary hours of work are less than 150 hours over a four week period. A part-time employee's usual work pattern is required to be a minimum of three hours on any day that they work, unless operational requirements can genuinely support less hours.
- 16.2 Either an employee or the CEO can initiate a proposal for part-time work. Management will make all reasonable attempts to facilitate requests for regular part-time work subject to operational requirements. An employee will only move to part-time employment by agreement.
- 16.3 Part-time employees can vary their usual work pattern within the settlement period subject to operational requirements.
- 16.4 At the end of the settlement period, part-time employees are entitled to carry over a maximum flex credit or debit as per clauses 13.3 and 13.8.
- 16.5 Remuneration and other benefits for part-time employees, including leave, 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. Leave granted will be deducted from credits on a pro-rata basis in accordance with part-time hours.
- 16.6 In the first 12 months where a part-time employee is transitioning to full-time employment, they will be entitled to up to 20 days leave without pay to make up the shortfall of annual leave accrued during the previous 12 months of part-time employment.
- 16.7 An employee returning from maternity, adoption, fostering or parental leave will have access to part-time work until the child/ren commence their second year of primary school.
- 16.8 A person transitioning to retirement will have access to part-time work, subject to operational requirements.

17. WORKING FROM HOME

- 17.1 An employee may, with the approval of their manager, work from home on either a regular or temporary basis. Working from home arrangements are subject to the approval of the CEO prior to implementation.
- 17.2 The approved arrangement can be varied or terminated by the employee or manager 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. Where an employee fails to comply with or misuses the specified arrangements, the manager can terminate the arrangement immediately. In other circumstances, unless a shorter period is agreed, a minimum notice period of two weeks will be provided when varying or terminating an approved arrangement.
- 17.3 Further information can be found in ***ComSuper's Tele-work (Home Based Work) Policy***.

SECTION D – REMUNERATION

18. PAY INCREASES

- 18.1 A pay increase of 2.6% will be effective from the date of commencement of this Agreement and will be paid in the first full pay period after commencement.
- 18.2 Relevant pay scales are set out at Attachment A.

19. METHOD OF SALARY PAYMENT

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

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

- 19.2 Salary overpayments are a debt to the Commonwealth and will be recovered in full from salary or other payments due to the employee, consistent with the provisions of the Public Governance, Performance and Accountability Act 2013 and agency instructions. The CEO, in setting the rate of repayment, will take into account the employee's capacity to repay and the nature of the overpayment.

20. SUPPORTED WAGE SYSTEM

- 20.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

- 20.2 In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.

Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the Job Access website (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

- 20.3 Eligibility criteria

- a) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- b) The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

20.4 Supported wage rates

- a) Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity [sub-clause (d)]	Percentage of the prescribed rate at Attachment A
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- b) Provided that the minimum amount payable must not be less than \$80 per week.
c) Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support

20.5 Assessment of capacity

- a) For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a representative.
b) Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Social Security Act 1991 (Cth).

20.6 Review of assessment

- a) The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

20.7 Other terms and conditions of employment

- a) Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

20.8 Trial Period

- a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
b) During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
c) The minimum amount payable to the employee during the Trial Period must be no less than \$80 per week.
d) Work trials should include induction or training as appropriate to the job being trialled.
e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 20.5.

20.9 Further information can be found in **ComSuper's Supported Wages Policy**.

21. CADET RATES

21.1 Junior rates of pay apply to both practical training and full-time study rates for cadets. Cadet rates of pay will be a percentage of the ComSuper APS1 equivalent adult rate of pay and will apply as follows:

- a) practical training at 100%
- b) full-time study at 50%.

22. CASUAL EMPLOYMENT

22.1 An employee who is engaged as a casual to perform irregular or intermittent duties shall be paid a 20% loading of their salary in lieu of all paid leave entitlements, except for long service leave and public holidays not worked.

23. SUPERANNUATION

23.1 ComSuper will make compulsory employer contributions as required by the applicable legislation and fund requirements.

23.2 Rate of employer contributions for the PSSap members will be 15.4%. The rate for employees in an accumulation scheme, other than PSSap, will be at the same rate as for employees who are PSSap members and will be based on fortnightly contribution salary. 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.

23.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation.

23.4 The CEO 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.

23.5 ComSuper's default superannuation fund will be the Public Sector Superannuation accumulation plan.

24. SALARY ON COMMENCEMENT OR PROMOTION

24.1 Salary on commencement or promotion with ComSuper will be at the minimum pay point for the classification level, as per Attachment A, unless the conditions set out in clauses 24.2, 26 or 30 of this agreement apply.

24.2 The CEO may upon an employee's commencement with ComSuper, authorise a higher pay point within the classification, as per Attachment A, where the experience, qualifications and skills of the employee justifies payment of salary above the minimum pay point for classification.

24.3 Where an employee's salary on movement at level from another APS agency does not align with the ComSuper pay structure, the employee will commence at the next highest pay point for that classification in accordance with Attachment A.

24.4 From 1 January 2016, where an employee's salary on movement at level from another APS agency exceeds the ComSuper pay structure for that classification, the employee will not be entitled to pay increases and will maintain their current salary until such a time as their salary is absorbed into the salary range for that classification at Attachment A.

24.5 Further information can be found in ***ComSuper's Salary Policy***.

25. SALARY ADVANCEMENT

- 25.1 Subject to the conditions set out in this clause and clause 63.1, an employee is entitled to salary advancement to the next highest pay point within their classification after the end of the Performance Assessment Cycle on 1 October each year until the maximum pay point for that classification is reached. An employee may only progress one pay point in any performance assessment cycle. Eligible pay points for each classification are set out at Attachment A.
- 25.2 An employee will be eligible for salary advancement when the following criteria have been met:
- a) the employee has performed ongoing duties at their substantive classification level for a period of at least six months within the performance assessment cycle, or
 - b) the employee has performed higher duties for a continuous period of six months within the performance cycle or twelve months within a twenty four month period, and
 - c) the employee has been assessed as meeting expectations in accordance with:
 - i) the work level standards for that classification,
 - ii) the terms of their individual performance agreement, and
 - iii) applicable requirements such as the APS Values, APS Employment Principles and the APS Code of Conduct,at the end of the performance assessment cycle.
- 25.3 If an employee has been performing higher duties for more than six months, and is also due an increment at their substantive level, then a rating of meeting expectations will be assumed and salary advancement will occur at the substantive level unless the employee is already at the top increment at their substantive level.
- 25.4 An employee who has not performed higher duties at that classification or higher for two consecutive years will revert to the minimum of the range for any subsequent period of higher duties until such time as the eligibility criteria for salary advancement is met.
- 25.5 Prior periods of non-ongoing employment with ComSuper that are continuous with the current period of employment will count towards the assessment period.
- 25.6 Annual salary advancement can be deferred for a specified period, up to 12 months. The employee will be provided with a written statement of the reasons for the deferral at least two months before deferral is to take effect.
- 25.7 Following any period of deferral, the employee's performance must be assessed as meeting expectations in accordance with clause 25.2 in order to receive salary advancement. If the employee does not meet these requirements, 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.
- 25.8 Further information is can be found in ***ComSuper's Salary Policy***.

26. SALARY ON REDUCTION

- 26.1 Where an employee is assigned ongoing duties at a lower classification or agrees, in writing, to temporarily perform work at a lower classification, the CEO may determine in writing that the employee shall be paid a rate of salary applicable to the lower classification in accordance with Attachment A.
- 26.2 Further information can be found in ***ComSuper's Salary Policy***.

27. FLEXIBLE SALARY PACKAGING

- 27.1 ComSuper offers its employees flexible remuneration arrangements on a salary sacrifice basis. The arrangements provide for packaging under conditions approved by the CEO on the basis of no extra cost to ComSuper. Additional costs, such as Fringe Benefits Tax (FBT) and administrative costs will be met by the employee as part of the arrangement.
- 27.2 Where an employee enters into a salary sacrifice arrangement, the employee's salary for the purposes of other terms and conditions of employment shall be the amount that would otherwise be treated as salary for those purposes had the salary sacrifice arrangement not been in place.
- 27.3 Further information is available in ***ComSuper's Salary Packaging Policy***.

SECTION E – ALLOWANCES

28. OVERTIME

- 28.1 The Chief Executive Officer may approve overtime in accordance with this clause. This clause does not apply to casual employees.
- 28.2 Where possible, employees should accrue flex-time and not be paid overtime to work within the bandwidth, Monday to Friday; unless the employee's usual work pattern is in accordance with clause 15 or exceptional circumstances exist. If exceptional circumstances exist, duty by an employee will be considered overtime where:
- a) the employee has a zero or positive flex credit, and
 - b) has worked at a minimum their daily ordinary working hours, prior to commencing overtime, and
 - c) the overtime has been approved prior to commencement or as soon as practical in the case of an emergency.
- 28.3 Duty by an employee outside the bandwidth will be considered overtime where:
- a) it is performed Monday to Friday between 8 pm and 7 am, where this does not form part of an employee's usual work pattern, or
 - b) it is performed on a Saturday, Sunday or public holiday, where these days do not form part of an employee's usual work pattern, and
 - c) unless exceptional circumstances exist, the employee has a zero or positive flex balance, and
 - d) the overtime has been approved prior to commencement or as soon as practical in the case of an emergency.
- 28.4 In accordance with clause 28.2, part-time employees should accrue flex-time and not work overtime within the bandwidth, unless exceptional circumstances exist.
- 28.5 Overtime Monday to Friday or following an employee's usual work pattern is considered overtime continuous with duty and will not be considered separate attendance overtime unless an employee has been recalled to duty outside the bandwidth.
- 28.6 Where an employee is directed to perform overtime duty and such duty is not continuous with an employee's usual work pattern, the minimum overtime payment for each separate overtime attendance will be two hours at the prescribed overtime rate. These provisions do not apply to duty which is covered by clause 33.1.
- 28.7 Scheduling of separate attendance overtime must be a minimum of two hours unless exceptional circumstances exist.
- 28.8 Where more than one separate attendance occurs on the same day, the minimum separate attendance overtime payment in accordance with clause 28.5 will only be payable more than once where an employee's total hours of attendance are more than two hours.
- 28.9 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 two hours in total and will be paid at the higher rate of the two days. For example, if working Saturday from 11:00 pm to Sunday 1:00 am, the payment will be for two hours at the Sunday overtime rate.
- 28.10 Executive level employees will not be eligible to receive overtime payments unless exceptional circumstances exist and the CEO grants approval for overtime to be paid. Where overtime is approved, overtime conditions in accordance with clauses 28 and 29 shall apply.

28.11 Overtime rates will be:

- a) Monday to Saturday: Time and a half for the first three hours each day and double time thereafter
- b) Sunday: Double time
- c) Public holiday: Double time and a half: hours worked will be paid as time and a half during ordinary hours and double time and a half there after. These rates are in addition to the single rate payable to all employees for the public holiday.

28.12 For the purposes of this clause, a public holiday means a holiday as prescribed in or authorised under clauses 56.1 of this Agreement and includes the rostered holiday period in accordance with clause 55.1 and Easter Saturday.

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

- a) time and a half:
$$\frac{\text{Annual Salary}}{313} \times \frac{12}{75} \times 1.5$$
- b) double time:
$$\frac{\text{Annual Salary}}{313} \times \frac{12}{75} \times 2$$
- c) double time and a half:
$$\frac{\text{Annual Salary}}{313} \times \frac{12}{75} \times 2.5$$

28.14 If agreed in advance between an employee and their manager, overtime payments may be substituted for TOIL, subject to operational requirements. TOIL will be calculated using the relevant rates and formulas prescribed in this clause.

28.15 An employee must have 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.

28.16 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.

28.17 Further information is available in **ComSuper's Overtime Policy**.

29. OVERTIME MEAL ALLOWANCE

29.1 Where an employee is directed to work overtime continuous with their usual work pattern, and works both sides of a meal break period in accordance with clause 29.4, they will be entitled to receive an overtime meal allowance of \$28.90 in addition to any overtime payment.

29.2 Where an employee is directed to work separate attendance overtime and works both sides of a meal break period in accordance with clause 29.3 and takes an unpaid meal break, they will be entitled to receive an overtime meal allowance of \$28.90 in addition to any overtime payment.

29.3 An unpaid meal break must be at least 30 minutes in duration. An employee must not work more than 5 hours without an unpaid meal break.

29.4 A meal break period will mean the following periods:

- 7:00 am to 9:00 am
- 12 noon to 2:00 pm
- 6:00 pm to 7:00 pm
- midnight to 1:00 am

30. HIGHER DUTIES ALLOWANCE

- 30.1 The CEO may assign duties of a higher classification level to an ongoing employee.
- 30.2 Higher duties will not apply to non-ongoing or casual employment. If the duties of a non-ongoing employee change, a new employment contract will be offered which outlines and justifies the change in duties and higher level position.
- 30.3 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 minimum salary at Attachment A for the higher classification, or higher pay point as determined by the CEO.
- 30.4 Where an ongoing employee is directed to temporarily perform part of a higher classification the CEO may determine the amount of higher duties allowance and conditions under which it is paid.
- 30.5 Higher duties for periods of 10 working days or less will not attract an allowance. These periods will count toward salary advancement in accordance with the conditions set out in clause 25. Where the duties exceed 10 working days, payment will be made for the entire period.
- 30.6 Salary advancement whilst performing higher duties is dealt with in clause 25.
- 30.7 Where non-SES employees are required to temporarily perform work at the Senior Executive Service level, the CEO shall determine the rate of remuneration having regard to the employees experience, qualifications and skills. Higher duties allowance will be paid in accordance with clause 30.5.
- 30.8 Further information is available in ***ComSuper's Temporary Assignment of Duties Policy***.

31. FIRST AID, EMERGENCY WARDEN AND HSR ALLOWANCES

- 31.1 An employee, who is appointed to one or more of the following roles:
- a) First Aid Officer, or
 - b) Emergency Control Officer, and/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 for each role they hold.
- 31.2 No employee shall be appointed to more than one role unless their manager approves the second appointment and operational requirements can still be met by the employee in their normal duties when undertaking more than one role.
- 31.3 The rate of allowance from the commencement of this Agreement will be \$27.32 per fortnight for each role an employee undertakes.

32. ON-CALL ALLOWANCE

- 32.1 The CEO may direct an employee to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of work, subject to payment under this clause.
- 32.2 Executive level employees will not be eligible to receive on-call allowance unless exceptional circumstances exist and the CEO considers the circumstances require on-call allowance and grants approval for receipt of the allowance.
- 32.3 Employees directed to be on-call during the rostered holiday period will be paid the on-call allowance at the public holiday rates. If the employee is also directed to work in accordance with clause 55.3, payment of the on-call allowance will not apply during this period of duty.

- 32.4 Payment will be subject to the following conditions:
- a) the on-call situation is imposed by the prior written direction of the CEO, or is subsequently approved in writing by the CEO where the circumstances did not permit prior direction
 - b) the provisions of clause 33.1 will not apply where an employee is recalled to duty while on-call.
- 32.5 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.
- 32.6 An employee's salary for the calculation of this allowance will include higher duties allowance and any other allowances in the nature of salary.
- 32.7 The hourly rate of payment will be calculated as follows:
- $$\frac{\text{annual salary}}{313} \times \frac{12}{75} \times \% \text{ of salary as shown in clause 32.5 above}$$
- 32.8 The allowance will be payable for each hour or part hour the employee is on-call outside the employee's ordinary hours of duty.
- 32.9 An employee will receive a one hour minimum overtime payment for performing duty not at ComSuper or a two hour minimum overtime payment if recalled to ComSuper to perform duty at the overtime rates prescribed in clause 29.13.
- 32.10 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.

33. EMERGENCY DUTY

- 33.1 If an employee at or below an APS 6 is called into work to meet an emergency outside their ordinary hours of work, and no prior notice was given to the employee before ceasing work for the day, the employee will be entitled to be paid at the rate of double time for a minimum period of two hours, for the period of work and any time spent travelling to and from the work site.

34. TRAVEL ALLOWANCE

- 34.1 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.
- 34.2 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 TOIL at single time rates.
- 34.3 Executive Level employees who travel outside the bandwidth may have access to TOIL arrangements as described in clause 14 of this Agreement.
- 34.4 Further information is available in ***ComSuper's Travel Policy and Allowances and Reimbursements Policy***.

35. MOTOR VEHICLE ALLOWANCE

- 35.1 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 CEO may authorise an employee to use a private motor vehicle owned or hired by the employee at their own expense for official purposes.
- 35.2 Where private motor vehicle use is approved, an employee will be entitled to a motor vehicle allowance per business kilometre travelled. The allowance rate will be paid at the current rate published by the Australian Taxation Office.
- 35.3 Further information is available in ***ComSuper's Travel Policy***.

36. REIMBURSEMENT FOR SCHOOL HOLIDAY CARE

- 36.1 ComSuper will reimburse school holiday care for school aged children to ongoing employees for a maximum of two weeks per calendar year during the term 2 school holidays, as defined by the Department of Education for the relevant state or territory.
- 36.2 The school holiday care allowance is up to \$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.
- 36.3 An employee who takes personal/carers leave may still be eligible for this allowance. Eligibility will be determined on a case by case basis by the CEO. Satisfactory evidence in support of the absence will be required to claim for the allowance.
- 36.4 To be eligible for reimbursement of school holiday care allowance, school holiday care must be provided by government approved child care service.
- 36.5 The employee must provide evidence of expenses incurred at the time of claiming the allowance.

37. REIMBURSEMENT FOR LOSS OR DAMAGE

- 37.1 The CEO may reimburse an employee for loss or damage to clothing or personal effects which occur in the course of their work.

38. MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS

- 38.1 ComSuper may 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.

39. EYESIGHT ALLOWANCE

- 39.1 ComSuper will provide ongoing employees and non-going employees with over 12 months of service with access to eye sight testing.
- 39.2 Employees are entitled to reimbursement once every two years for spectacles and contact lenses at the following rate:
- a) \$100 for mono-focal spectacles and contact lenses
 - b) \$200 for bi-focal or multi-focal spectacles and contact lenses.
- 39.3 Further information can be found in ***ComSuper's Eye Health Management Policy***.

40. HEALTH INITIATIVES

- 40.1 Where Health and Wellbeing Programs are provided, employees attending these sessions will do so in their own time unless otherwise indicated when advertised.
- 40.2 ComSuper will reimburse ongoing employees and non-ongoing employees with over 12 months of service up to \$250 each per financial year (as a single payment) for health related costs. Payment of this reimbursement is for ongoing health related lifestyle activities and commercial family care for the purposes of respite with an accredited provider.
- 40.3 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.
- 40.4 ComSuper will arrange, subject to a satisfactory level of participation by ongoing employees or non-ongoing employees with over 12 months service, for annual voluntary health checks by an appropriately qualified authority.
- 40.5 Further information can be found in ***ComSuper's Allowances and Reimbursements Policy***.

SECTION F – INDIVIDUAL FLEXIBILITY ARRANGEMENTS

41. FLEXIBILITY TERM

- 41.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the arrangement 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 the employer 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 CEO and the employee.
- 41.2 The CEO 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.
- 41.3 The CEO must ensure that the individual flexibility arrangement:
- a) is in writing, and
 - b) includes the name of the CEO and employee, and
 - c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee, and
 - d) includes details of:
 - i) the terms of the 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 their employment as a result of the arrangement, and
 - e) states the day on which the arrangement commences.
- 41.4 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 41.5 The CEO 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 CEO and employee agree in writing – at any time.

SECTION G – LEAVE

42. GENERAL PRINCIPLES FOR LEAVE

- 42.1 The taking of leave is subject to approval by the CEO.
- 42.2 Where an employee takes 30 or more days leave without pay not to count for service during the calendar year; annual and personal/carers leave accruals will be reduced on a pro-rata basis. Where the accumulated period of leave without pay not to count for service is 30 calendar days or more in a calendar year, the entire period will affect annual and personal leave accruals and/or deferral of leave accruals. The 30 day rule does not apply to long service leave.
- 42.3 Where an employee has one or more unauthorised absences the accrual of annual and personal/carers leave credits will be reduced on a pro-rata basis. Unauthorised absences may affect an employee's entitlement to salary. Long Service leave accrual will be deferred in accordance with legislation.
- 42.4 Employees who are medically unfit for duty or who have to perform caring responsibilities for an immediate member of their family or household while on annual leave or purchased leave and who produce satisfactory evidence, may apply for personal/carers leave. Annual leave and/or purchased leave will be re-credited to the extent of the period of personal/carers leave approved.
- 42.5 An employee who needs to access compassionate leave while on annual or purchased leave and produces satisfactory evidence may apply for compassionate leave. Annual leave and/or purchased leave will be re-credited to the extent of the period of compassionate leave approved.
- 42.6 Where any form of leave is taken for a part-day absence, the total amount of hours claimed for the day cannot exceed the employees daily ordinary hours.
- 42.7 An employee receiving worker's compensation for more than 45 weeks will accrue annual and personal/carers leave on a pro-rata basis in accordance with the hours actually worked.

43. ANNUAL LEAVE

- 43.1 Annual leave will accrue at a rate of 20 days per year for a full-time employee and on a pro-rata basis for part-time employees. Leave will accrue progressively and may be accessed as it accrues. Annual leave counts as service for all purposes.
- 43.2 Annual leave equivalent to an employee's usual working week can be taken on either three quarter pay (75%) or half-pay (50%). There will be no limit on the maximum period of leave taken, subject to operational requirements and available credits.
- 43.3 An employee may, once every 12 months, elect with the written agreement of the CEO, to cash out annual leave credits. For an employee to be eligible to cash out annual leave credits they must have:
 - a) taken at least 100% of their full pay annual leave entitlement in the previous calendar year,
 - b) have at least 20 days annual leave credits remaining after the leave is cashed out, and
 - c) the amount of annual leave credits to be cashed out must be no more than two weeks.Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee. The employee will be paid for the cashed out annual leave as if the employee had taken that leave.
- 43.4 An employee will be determined to have excess annual leave credits where they have accumulated more than two years unused annual leave credits as at 31 December of any year.

43.5 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 accrued annual leave credits available to the employee at the time the leave was determined.

43.6 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.

43.7 Further information can be found in ***ComSuper's Leave Policy***.

44. MISCELLANEOUS LEAVE

44.1 The CEO may approve leave for an employee, either at full, half or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the CEO considers to be in the interests of ComSuper, having regard to the operational requirements of the workplace.

44.2 Further information can be found in ***ComSuper's Leave Policy***.

45. LONG SERVICE LEAVE

45.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

45.2 The minimum period for which long service leave will be granted is seven calendar days at full pay or 14 days at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

45.3 Further information can be found in ***ComSuper's Leave Policy***.

46. MATERNITY LEAVE

46.1 Pregnant employees are entitled to up to 52 weeks of maternity leave of which up to 12 weeks may be paid leave. Any payment during the first 12 weeks of maternity leave is subject to an employee having completed 12 months' continuous service. The first 12 weeks of maternity leave will count for service for all purposes. Maternity leave provided, and its administration, will be the same as that provided by the Maternity Leave (Commonwealth Employees) Act 1973.

46.2 Employees who are eligible for paid maternity leave may elect to have the payment for that leave spread over a maximum of 24 weeks at a rate equal to half normal salary. Spreading the payments will not extend the period to count for service.

46.3 The amount of paid leave provided to an employee under clause 46.1 will be reduced by any period of paid maternity leave that an employee is granted under the Maternity Leave (Commonwealth Employees) Act 1973.

46.4 Part-time employees will be granted paid maternity leave at an equivalent rate to their part-time hours.

46.5 Employees who are part-time prior to going on maternity leave will only be able to revert to full-time employment at least three months prior to the date they commence maternity leave, unless exceptional circumstances exist.

46.6 Further information can be found in ***ComSuper's Leave Policy***.

47. ADOPTION/FOSTERING LEAVE

- 47.1 Employees who adopt or permanently foster a child, and who have primary care responsibilities for the child, are entitled to up to 52 weeks of adoption or fostering leave of which up to the first 12 weeks may be paid leave. Any payment during the first 12 weeks of adoption/fostering leave is subject to an employee having completed 12 months' continuous service. The first 12 weeks of adoption/fostering leave will count for service for all purposes. Adoption/fostering leave provided, and its administration, will be the same as maternity leave provided by the Maternity Leave (Commonwealth Employees) Act 1973.
- 47.2 Employees who are eligible for paid adoption or fostering leave may elect to have the payment for that leave spread over a maximum of 24 weeks at a rate equal to half normal salary. Spreading the payments will not extend the period to count for service.
- 47.3 Paid adoption or fostering leave will not be extended by any period of personal/carers leave.
- 47.4 Approval of paid adoption/fostering leave, by the CEO, will be subject to the following conditions:
- a) adoption/fostering leave will not be available where the employee's spouse or another person is the primary carer,
 - b) the child to be placed with the employee is, or will be, under 16 as at the day of placement, or the expected day of placement, and
 - c) has not lived continuously with the employee for a period of 6 months or more and is not a child of the employee or the employee's spouse or de facto partner, and
 - d) satisfactory evidence is provided to support adoption/fostering arrangements.
- 47.5 Further information can be found in ***ComSuper's Leave Policy***.

48. PARENTING LEAVE

- 48.1 Two weeks paid parenting leave will be granted to ongoing employees within 12 months following the birth, adoption, or long-term fostering of a child if the leave is associated with:
- a) the birth of a child of the employee or the employee's spouse or de facto partner, or
 - b) the placement of a child with the employee or the employee's spouse or de facto partner for adoption or fostering, and
 - c) the employee has or will have a responsibility for the care of the child.

This leave is provided in addition to any paid or unpaid maternity, adoption or fostering leave provided by clauses 46 and 47. It is not inclusive of public holidays and can be extended by a public holiday or the Rostered Holiday Period if either falls during a period of parenting leave.

- 48.2 Parenting leave can be taken at full pay or half-pay and will count as service for all purposes.
- 48.3 Satisfactory evidence must be provided following the birth, adoption or fostering of the relevant child when applying for leave.
- 48.4 Further information can be found in ***ComSuper's Leave Policy***.

49. PARENTAL LEAVE

- 49.1 On ending the initial 52 weeks of maternity, adoption, fostering or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid parental leave is to commence immediately following the initial 52 week leave period.
- 49.2 This leave is inclusive of public holidays and will not be extended because a public holiday or the rostered holiday period falls during the period of paid or unpaid maternity or parental leave.
- 49.3 Unpaid maternity and parental leave will not count for service for any purpose.

50. RETURN TO WORK GUARANTEE

- 50.1 The return to work guarantee provided by section 84 of the Fair Work Act 2009 applies in respect of an employee returning from unpaid maternity, adoption, fostering, parenting or parental leave.

51. PURCHASED LEAVE

- 51.1 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. Salary deductions will be averaged over a 12 month period. An employee may request in writing for deductions to be averaged over a shorter period, however, any request approved will not change the conditions set out in 51.2.
- 51.2 Leave may be purchased at any time, once within a 12 month period. The 12 month cycle will be defined by the date of the commencement of the first salary deduction.
- 51.3 Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes will be their salary as if they had not purchased leave.
- 51.4 If an employee's salary and/or hours of work change after entering into a purchased leave arrangement, the employee's salary deductions may need to be changed or leave credits reduced to reflect the change in hours and/or salary.
- 51.5 Purchased leave may be taken in minimum one day lots subject to operational requirements and with manager's approval.
- 51.6 An employee will not be able to purchase leave where they have excess annual leave except in exceptional circumstances, where an extended leave period can be accommodated within operational requirements.
- 51.7 Salary for unused purchased leave will be refunded at the end of the purchased leave period.
- 51.8 An employee who ceases employment with ComSuper and who has not fully paid for the purchased leave they have accessed may request to have the leave recovered from annual leave credits. Otherwise, this will be treated as an overpayment and will be recovered in accordance with clause 19.2.
- 51.9 An employee who ceases employment with ComSuper, who has paid for purchased leave but has not accessed the leave, will be reimbursed in their final payment.
- 51.10 Further information can be found in **ComSuper's Leave Policy**.

52. DEFENCE LEAVE

- 52.1 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*.

- 52.2 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.

- 52.3 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.
- 52.4 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.
- 52.5 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flex-time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 52.6 Employees are to notify managers at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.
- 52.7 In addition, ComSuper will ensure that employees entitled to leave under this clause who are absent are kept abreast of any developments within the workplace.
- 52.8 An employee requesting leave under this clause is required to provide satisfactory written evidence of their attendance for Defence Service in support of their application.
- 52.9 An employee should, wherever possible, provide at least three months notice of their impending Defence Service, including the duration of absence to minimise the impact of the Defence service on ComSuper.
- 52.10 Access to Defence leave shall be as outlined in **ComSuper's Leave Policy**.

53. CANCELLATION OF LEAVE OR RECALL TO DUTY FROM LEAVE

- 53.1 An employee will only be recalled from leave or have their leave cancelled in exceptional circumstances. For the purpose of this clause, leave means approved leave other than mandatory maternity leave and personal/carers leave. An employee cannot be recalled to duty if they are medically unfit to return to work or are on a period of mandatory maternity leave.
- 53.2 If an employee is recalled to duty from leave from a locality other than their normal place of residence the employee will be reimbursed for any reasonable, unavoidable costs incurred that are not recoverable from another source.
- 53.3 If an employee is recalled to duty from leave, including from their normal place of residence, the employee will be entitled to reimbursement of any unexpected child care costs. To be eligible to receive child care costs, the care must be provided by a government approved child care service.
- 53.4 The employee must provide evidence of expenses incurred at the time of claiming reimbursement.
- 53.5 All unused leave will be re-credited to the employees leave balances.

54. STUDY LEAVE

- 54.1 ComSuper ongoing employees may be provided access to study leave to undertake approved courses of study. Further information can be found in **ComSuper's Studybank Policy**.

55. ROSTERED HOLIDAY PERIOD

- 55.1 ComSuper will close for normal business at the conclusion of the last working day before Christmas and will commence for normal business on the first working day after the New Year's Day public holiday each year. The Rostered Holiday Period (RHP) is defined as the days in the standard working week between Boxing Day and New Year Day which are not public holidays in accordance with clause 56.

- 55.2 Employees not required to work during the RHP days are entitled to be absent with pay and will not be required to acquit this period of leave from their leave entitlements unless they are on leave without pay, long service leave, maternity, adoption or fostering leave on both sides of this period. In this circumstance the leave deduction and payment will be in accordance with that form of leave.
- 55.3 A small number of employees from identified work areas, with appropriate skills, may volunteer or if there are insufficient volunteers, may be directed to work during the RHP to meet minimum operating requirement as determined by the CEO. Employees who work during this period will be compensated for time worked in accordance with the public holiday overtime rates at clause 28.11c). Overtime payments may be substituted for TOIL in accordance with clause 28.14. Substitution of TOIL arrangements, including the days to be substituted, will be approved by the employee's manager as part of the planning process.
- 55.4 To facilitate minimal operating requirements planning for the RHP will commence in the first week of September each year. Employees will be notified of the final schedules during the first week of November each year.
- 55.5 Further information can be found in ***ComSuper's Rostered Holiday Period Policy***.
- 56. PUBLIC HOLIDAYS**
- 56.1 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); and
 - 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.
- 56.2 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.
- 56.3 The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 56.4 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 day or part 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.
- 56.5 Where a public holiday falls during a period when an employee is absent on leave (other than flex, TOIL, annual, compassionate, purchased, parenting or paid personal/carers 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 or maternity leave on half pay, the leave payment is long service or maternity leave at half pay).

57. PORTABILITY OF LEAVE

- 57.1 Where an employee joins ComSuper on an ongoing or non-ongoing basis from a Commonwealth employer, the Parliamentary Service, or the ACT Public Service, unused accrued annual leave and personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
- 57.2 Service with organisations where the employee was previously employed by a Commonwealth employer, the Parliamentary Service, or from the ACT Public Service may be recognised for personal leave purposes if the break in service is not more than two calendar months.
- 57.3 Employees commencing with ComSuper on a transfer or promotion from a Commonwealth employer, the Parliamentary Service, or the ACT Public Service will have their unused annual and personal/carers leave (however describe) transferred. Where leave was credited on the basis of upfront allocation on 1 January each year, they will have their credits for that year adjusted on commencement to align with the ComSuper's progressive accrual.
- 57.4 For the purposes of this clause:
- a) 'Commonwealth employer' includes employment under the Public Service Act 1999
 - b) 'Parliamentary Service' means employment under the Parliamentary Service Act 1999
 - c) 'ACT Public Service' means employment under the Public Sector Management Act (ACT) 1994, the Australian Capital Territory Government Service (Consequential Provisions) Act 1994, the Fire Brigade (Administration) Act 1974, the Legal Aid Act 1992, and the Institute of Technology Act 1992.

SECTION H – UNPLANNED LEAVE

58. PERSONAL/CARERS LEAVE

- 58.1 ComSuper will provide their employees with personal/carers leave credits that will accrue at a rate of 18 days per year for a full-time employee and on a pro-rata basis for part-time employees. Personal/carers leave will count as service for all purposes. Leave will accrue progressively and may be accessed as it accrues.
- 58.2 This Agreement is introducing new provisions and in order to transition to the progressive accrual of personal/carers leave, existing ComSuper employees will not commence the progressive accrual until 1 January 2016. New ComSuper employees will accrue personal/carers leave progressively on commencement.
- 58.3 If an employee has exhausted all of their credits, the CEO may, in exceptional circumstances, allow the employee to anticipate their personal/carer's leave up to a maximum of seven days within a 12 month period. Where anticipation of credits has been approved the employee's leave balance will show a negative balance until such time as progressive accrual has cleared the debit. If an employee leaves ComSuper and has a leave debit, this will be treated as an overpayment and will be recovered in accordance with clause 19.2.
- 58.4 Unused personal/carers leave will accumulate but cannot be converted to salary or cashed out upon cessation or termination of employment.
- 58.5 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/carers leave (however described), equal to their balance at the time of termination.
- 58.6 Further information can be found in ***ComSuper's Unplanned Leave Policy***.

59. REQUIREMENT FOR SATISFACTORY EVIDENCE

- 59.1 An employee is required to provide satisfactory evidence for paid personal/carers leave to be approved where:
- a) the employee is absent from work for a period of three or more consecutive days, and/or
 - b) the employee has taken five days personal/carers leave in the calendar year without satisfactory evidence, for any absence taken during the remainder of the calendar year.
 - c) The CEO may also, in writing, require an employee to provide satisfactory evidence for personal/carers leave in other circumstances. If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.
- 59.2 Satisfactory evidence for the use of personal/carers leave may be in the form of:
- a) a medical certificate from a registered health practitioner, or
 - b) a statutory declaration, where it is not reasonably practicable for an employee to obtain a medical certificate, and/or
 - c) with the agreement or direction of the CEO, another form of evidence that would satisfy a reasonable person that the leave has been taken for a reason specified in clause 60.1.
- 59.3 If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate or other satisfactory evidence.
- 59.4 Further information can be found in the ***ComSuper Unplanned Leave Policy***.

60. USE OF PERSONAL/CARERS LEAVE

60.1 Personal/carers leave credits can be used for the following purposes:

- a) where an employee is ill or injured and unable to attend for duty
- b) to attend medical appointments or to accompany a member of their immediate family or household to medical appointments
- c) to provide care or support for an ill or injured member of their immediate family or household
- d) to attend funerals if compassionate leave is not applicable and as supplementation for compassionate leave
- e) to attend to an unexpected emergency affecting the employee or a member of their immediate family or household.

Personal/carers leave must not be used where it would adversely affect the employee's entitlement under the NES.

60.2 The CEO may approve personal/carers leave at half pay for absences due to personal illness or injury of ten days or more duration. In exceptional circumstances a shorter duration may be approved, this will be determined on a case by case basis.

60.3 Personal/carers leave may be used for part day absences in accordance with clauses 42.6, 59 and 60.1.

60.4 Where an employee uses their personal/carers leave for lengthy or regular periods of personal illness, the CEO may direct an employee to be assessed by a suitably qualified and independent medical practitioner.

60.5 An employee who is using their personal/carers leave will not, without the employee's consent, have their employment terminated on invalidity grounds before their personal/carers leave credits have been exhausted.

60.6 Further information can be found in ***ComSuper's Unplanned Leave Policy***.

61. UNPAID PERSONAL/CARERS LEAVE

61.1 Where an employee has exhausted their personal/carers leave credits, they will be entitled to up to two days unpaid personal/carers leave on each permissible occasion in accordance with section 102 of the Fair Work Act 2009.

62. COMPASSIONATE LEAVE

62.1 An ongoing or non-going employee will be granted three days paid compassionate leave, also referred to as bereavement leave, on each occasion a member of their immediate family or household:

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

62.2 An employee may take the period of leave as a single period of three days or any separate period which the employee and CEO agree. The CEO may request satisfactory evidence be provided prior to approval of leave. Approved compassionate leave will count for service for all purposes.

62.3 Further information can be found in ***ComSuper's Unplanned Leave Policy***.

SECTION I –MANAGING PERFORMANCE

63. PERFORMANCE MANAGEMENT FRAMEWORK

- 63.1 The performance cycle runs from 1 October to 30 September each year. To maximise the effectiveness of performance management for both employees and ComSuper, all employees will be required to:
- a) develop an individual performance agreement in consultation with their manager that clearly identifies:
 - i) key performance expectations
 - ii) related indicators to measure performance against expectations
 - iii) learning and career development goals
 - b) participate in monthly performance management conversations, and
 - c) participate in new, mid and end cycle assessments against their individual performance agreement.
- 63.2 Employees have a right to have a support person accompany them in performance management discussions.
- 63.3 Further information can be found in ***ComSuper's Performance Management Framework***.

64. LEARNING AND DEVELOPMENT

- 64.1 All employees will be provided with learning and development opportunities to support and develop skills in line with their individual performance agreements throughout the performance cycle.
- 64.2 ComSuper's monthly performance management conversations and employee performance agreements will be used as a mechanism for managers and employees to identify and monitor skills development.
- 64.3 Further information can be found in ***ComSuper's Learning and Development Policy***.

65. MANAGING UNDERPERFORMANCE

- 65.1 Underperformance issues will be addressed promptly and fairly, with discussion and feedback being the initial channel for resolving these issues. Managers will not use employee mobility to avoid having to address performance issues.
- 65.2 The underperformance process will not to be used for disciplinary or invalidity reasons.
- 65.3 Further information can be found in ***ComSuper's Performance Management Framework***, and ***Resolving Workplace Issues and Dispute Resolution Policy***.

SECTION J – WORK ENVIRONMENT

66. NURSING MOTHERS

- 66.1 Nursing mothers are entitled to take lactation breaks when and where possible. ComSuper will encourage the support of managers and colleagues for nursing mothers.

67. EMPLOYEE ASSISTANCE PROGRAM

- 67.1 ComSuper will provide short term counselling and professional services for employees and their families to assist them with resolving work related and/or personal problems. Further information can be found in ***ComSuper's Employee Assistance Program Policy***.

SECTION K - RESIGNATION

68. RESIGNATION

- 68.1 An employee resigning their employment, or terminating their employment contract (in the case of a non-ongoing employee), may do so by giving the CEO at least 14 days notice in writing. If an employee is incapacitated and is unable to submit written notification this may be done by an authorised representative of the employee. If such notice is not given, the employee authorises the CEO to deduct an amount in lieu from any final monies owing.
- 68.2 The CEO 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 L – REDEPLOYMENT AND REDUNDANCY

69. GENERAL

- 69.1 The following redeployment, reduction and retrenchment provisions will apply to ongoing employees who are not on probation.
- 69.2 Throughout the application of the following provisions of this Section, the CEO 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.

70. EXCESS EMPLOYEE

- 70.1 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 CEO has determined that these provisions will apply to that employee.

71. ADVICE AND INFORMATION PROVIDED

- 71.1 When the CEO is aware that an employee(s) is likely to become excess, the CEO will at the earliest practicable time advise the employee(s) of the situation.
- 71.2 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
 - c) whether voluntary retrenchment might be appropriate and whether the employee(s) want/s to elect for voluntary retrenchment.
- 71.3 The discussion period must not exceed one month from the date employee(s) are advised they are potentially excess.
- 71.4 The CEO 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 CEO will not advise an employee that he or she is excess until the discussions referred to in clause 71.3 have occurred.
- 71.5 Further information can be found in ***ComSuper's Potentially Excess Employee Policy***.

72. VOLUNTARY REDUNDANCY

- 72.1 Where the CEO invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The CEO 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).
- 72.2 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
 - e) the taxation rules applying to the various payments.
- 72.3 The information is provided for guidance only and is not capable of forming a binding contract between the Commonwealth and the employee.
- 72.4 In addition, ComSuper will reimburse the relevant employee up to a maximum of \$500 for any financial and/or career counselling.
- 72.5 Only one formal invitation in writing will be made to an employee to elect for voluntary retrenchment.

73. PERIOD OF NOTICE

- 73.1 Where the employee elects to be voluntarily retrenched, the CEO can accept the employee's election and give notice of termination under section 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).
- 73.2 Where early departure at the beginning or during the notice period is approved by the CEO, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

74. SEVERANCE BENEFIT

- 74.1 An employee who accepts an offer for voluntary retrenchment and whose employment is terminated on the grounds that they are 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 NES.
- 74.2 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 ends (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*.
- 74.3 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.

- 74.4 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 NES.
- 74.5 Subject to the other conditions set out in clause 74, service for severance pay purposes means:
- a) service in ComSuper
 - b) Government service as defined in section 10 of the Long Service Leave Act (Commonwealth Employees) 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
 - 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.
- 74.6 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.
- 74.7 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

75. RETENTION PERIOD

- 75.1 Unless the employee agrees, an excess employee who does not elect for voluntary retrenchment will not have their employment terminated 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.
- 75.2 At the expiration of the retention period in accordance with 75.1; if an employee is entitled to a redundancy payment, the payment shall be made in accordance with clause 74 of this agreement subject to any minimum entitlement under the NES.
- 75.3 The retention period will commence on the day the employee is advised in writing by the CEO that they are an excess employee.
- 75.4 During the retention period the CEO:
- 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.
- 75.5 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
- 75.6 Where an excess employee seeks a transfer to a ComSuper advertised vacancy, at or below their substantive classification, they will be considered in isolation from, and not in competition with, other applicants.
- 75.7 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 section 29 of the Public Service Act 1999
 - b) upon termination, the employee will be paid a lump sum comprising:
 - i) the balance of the retention period (as shortened for the NES under sub-clause 75.7a) 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.
- 75.8 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 CEO refuses to agree to it.
- 75.9 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.

76. TERMINATION OF EMPLOYMENT

- 76.1 Termination of employment for ongoing employees will be in accordance with relevant Commonwealth legislation, the Fair Work Act 2009, and common law.

SECTION M – DISPUTE RESOLUTION

77. DISPUTE RESOLUTION TERM

77.1 If a dispute relates to:

- a) a matter arising under the agreement, or
- b) the NES

this term sets out procedures to settle the dispute.

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

77.3 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 manager and/or management.

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

77.5 The Fair Work Commission may deal with the dispute in two stages:

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

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

77.6 A decision that the Fair Work Commission 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.

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

- a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety
- 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 work 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

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

ATTACHMENT A – COMSUPER SALARY RATES

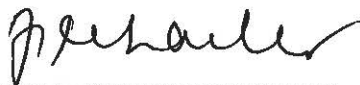
Classification	Salary point	Rate as at 1 July 2013	2.6% increase on commencement
APS1	APS1.1	42,668	43,777
	APS1.2	44,911	46,079
	APS1.3	47,160	48,386
APS2	APS2.1	48,290	49,546
	APS2.2	50,918	52,242
	APS2.3	53,556	54,948
APS3	APS3.1	55,279	56,716
	APS3.2	57,481	58,976
	APS3.3	59,661	61,212
APS4	APS4.1	61,304	62,898
	APS4.2	63,932	65,594
	APS4.3	66,558	68,289
APS5	APS5.1	69,057	70,852
	APS5.2	71,146	72,996
	APS5.3	73,229	75,133
APS6	APS6.1	74,189	76,118
	APS6.2	79,538	81,606
	APS6.3	85,049	87,260
EL1	EL1.1	95,386	97,866
	EL1.2	99,196	101,775
	EL1.3	103,006	105,684
	EL1.4	105,968	108,723
	EL1.5	108,929	111,761
EL2	EL2.1	111,666	114,569
	EL2.2	114,911	117,899
	EL2.3	123,494	126,705
	EL2.4	127,623	130,941
	EL2.5	131,451	134,869
	EL2.6	135,395	138,915

SECTION N – SIGNATORIES

78. SIGNATORIES

78.1 By signing below the Chief Executive Officer, the employee bargaining representative and the Community and Public Sector Union signify their agreement to the terms and conditions of this Agreement.

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



Name: Jill Charker

Address: 56 Chandler Street

Belconnen ACT 2617

Date: 15/06/2015

78.3 Signed for, and on behalf of the Community and Public Sector Union by the ^{NATIONAL PRESIDENT} Deputy Secretary:



Name: Alistair Waters

Address: Level 1, 40 Brisbane Avenue

Barton ACT 2600

Date: 15/06/2015

78.4 Signed for, and on behalf of the nominated ComSuper employee bargaining representative:



Name: Rudi Rajic

Address: 56 Chandler Street

Belconnen ACT 2617

Date: 15/06/2015