



**Australian Government**

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**ComSuper**

**COMSUPER**  
**COLLECTIVE AGREEMENT**  
**2008-2010**

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## **SECTION A – TITLE AND SCOPE OF AGREEMENT**

### **1. TITLE**

1.1. This Agreement shall be referred to as the *ComSuper Collective Agreement 2008-2010*.

### **2. PARTIES BOUND**

2.1. This Agreement applies to all APS employees of ComSuper who are employed under the provisions of the *Public Service Act 1999*, but it does not apply to:

- a) any Senior Executive Service employee nor any employee whose salary is not paid by ComSuper, or
- b) any employee who is party to an Australian Workplace Agreement with ComSuper.

2.2. This Agreement is made under Section 328 of the *Workplace Relations Act 1996* and shall apply to and be binding on:

- a) the Commissioner for Superannuation;
- b) all employees engaged under the *Public Service Act 1999* in ComSuper (other than those employees specified in clause 2.1); and
- c) the Community and Public Sector Union.

### **3. COMMENCEMENT AND DURATION**

3.1. This Agreement will commence operation seven days after the Workplace Authority Director has issued a notice indicating that this Agreement meets the no disadvantage test and will have a nominal expiry date of two years from the date of commencement.

### **4. RELATIONSHIP WITH OTHER AGREEMENTS, AWARDS, LEGISLATION AND POLICIES**

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

- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Occupational Health & Safety Act 1991*
- *Public Service Act 1999*
- *Public Employment (Consequential and Transitional) Amendment Act 1999*
- *Safety, Rehabilitation and Compensation Act 1988*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- *Superannuation Productivity Benefit Act 1988*
- *Workplace Relations Act 1996*.

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

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

## **5. A COMPREHENSIVE AGREEMENT**

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

## **6. NO EXTRA CLAIMS**

- 6.1. The persons bound by this Agreement shall not make extra claims that affect an employee's terms and conditions of employment which apply for the period of operation of the Agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement other than in clause 32.1.

## **7. SUPERANNUATION**

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

## **8. FREEDOM OF ASSOCIATION**

- 8.1. ComSuper neither encourages nor discourages membership of organisations of employees. Employees are free to choose whether or not to join organisations of employees.

## **SECTION B – DEFINITIONS**

- "Agency"  
"AIRC"  
"APS"  
"Collective Agreement"  
"Commissioner"  
"ComSuper"  
"Delegate"  
"Employee"  
"Higher Duties"  
"Immediate family" or "household"  
"Non-ongoing Employee"  
"Medical Certificate"  
"Registered Health Practitioner"  
"Salary for all purposes"  
"The Act"  
"This Agreement"  
"Transfer"  
"22 Day Rule"
- means ComSuper;
  - means the Australian Industrial Relations Commission;
  - means the Australian Public Service;
  - means an agreement made in accordance with s328 of the *Workplace Relations Act 1996*,
  - means the person for the time being performing the duties of the office of Commissioner for Superannuation as defined in the *Superannuation Act 1976* or a person appointed as Chief Executive Officer of the Commonwealth Superannuation Administration;
  - means the Commissioner for Superannuation and the employees referred to in section 26 of the *Superannuation Act 1976* commonly known as Commonwealth Superannuation Administration;
  - means a person to whom the Commissioner has delegated a power or function under this Agreement;
  - means an ongoing or non-ongoing employee either full-time or part-time employed by ComSuper pursuant to the *Public Service Act 1999*;
  - means the temporary assignment of duties at a higher classification level;
  - means a relation by blood, marriage in fact or law, adoption, fostering or traditional kinship, or a person who stands in a demonstrated bona fide domestic or household relationship with an employee. Members of an employee's immediate family or household may include a spouse (including a former spouse, a de facto spouse and a former de facto spouse); a child or an adult child (including an adopted child, a step child or an ex-nuptial child); a parent, a grandparent, a grandchild or a sibling of the employee or spouse of the employee;
  - means an employee engaged by ComSuper pursuant to section 22 of the *Public Service Act 1999* for a specified task or a specified term or for duties that are irregular or intermittent;
  - means a certificate signed by a registered health practitioner;
  - means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration of health practitioners (or health practitioners of that type);
  - means the employee's rate of salary/pay in accordance with Section G of this Agreement excluding any lump sum bonus. Participation in salary sacrifice arrangements will not affect salary for these purposes unless specifically authorised or specified;
  - means the *Workplace Relations Act 1996*;
  - means the *ComSuper Collective Agreement 2008-2010*
  - means the assignment of duties at or below level on an ongoing or temporary basis as appropriate;
  - means that where an employee takes more than 22 working days of Leave Without Pay (that does not count as service) in an accrual year, the working days in the accrual period used for the calculation of the employee's Personal Leave credits will be reduced by the total number of days of the Leave Without Pay. Also, the payment of any increments will be deferred by the total number of days of the Leave Without Pay. Periods of Leave Without Pay of less than 22 days will be aggregated but only full days are counted;

## **SECTION C – OBJECTIVES**

### **9. SHARED OBJECTIVES**

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

### **10. MEETING BUSINESS STRATEGIES**

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

### **11. IMPROVING CLIENT SERVICE**

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

## **12. CONTINUOUS IMPROVEMENT**

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

## **SECTION D – CONSULTATION**

### **13. CONSULTATION**

- 13.1. ComSuper is committed to communicating and consulting with employees and, where they choose, their representatives on workplace issues.
- 13.2. A Workplace Relations Committee (WRC) comprising the Commissioner, management representatives, employees and their representatives will be the primary consultation forum in ComSuper.
- 13.3. The WRC will operate as outlined in the ***Workplace Relations Committee Charter***. The charter sets out the WRC terms of reference including purpose and role, responsibilities, composition and administrative arrangements.
- 13.4. ComSuper will maintain the WRC to consult directly with its employees and their representatives about significant decisions that affect their working lives. This includes the application of this Agreement, extent of use of flexibility arrangements, progress towards meeting the Corporate KPI, other significant issues and management practices (where they concern this Agreement). The parties to this Agreement acknowledge the Committee will have a role in monitoring these issues.
- 13.5. To supplement the general consultation process described above, ComSuper will provide affected employees with the following information on all proposals as appropriate:
- a) a brief description of and rationale for the proposal/initiative;
  - b) a description of existing arrangements;
  - c) a broad description of proposed changes;
  - d) relevant schedules, programs and timetables;
  - e) the impact on employees - when known, including any proposals for changing designations, classifications levels or work organisations; and
  - f) any outsourcing arrangements.
- 13.6. The WRC will be consulted about the policies that support this Agreement. These policies are identified in the relevant clauses and provide more detailed guidance to managers and employees on the application of the provisions of the Agreement. Decisions, or actions, will be in conjunction with the policy in effect at the time of the decision or action. Changes to the policies that support this Agreement will only be made following consultation with the WRC.
- 13.7. ComSuper will provide facilities to assist employee representatives to represent all employees effectively. Facilities will include:
- a) Reasonable access to training in workplace relations matters, including occupational health and safety measures;
  - b) Reasonable appropriate time off from normal duties to undertake the duties associated with employee representation;
  - c) Reasonable use of facsimiles, photocopiers, telephone and computer equipment.
- 13.8. To assist with the process of consultation, noticeboards will be available for the publication of relevant material. However, the Commissioner will have the right to remove any material considered inappropriate.

## **SECTION E – CLASSIFICATION STRUCTURE**

### **14. EIGHT LEVEL STRUCTURE**

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

### **15. BROADBANDING**

- 15.1. The issue of broadbanding at ComSuper will be investigated during the life of the Agreement.

## **SECTION F – WORKING ARRANGEMENTS**

### **16. HOURS OF DUTY**

- 16.1. The Daily Standard Working Hours for full-time employees are 7 hours and 30 minutes.
- 16.2. The Standard Working Day comprises the hours 8.30am to 12.30pm and 1.30pm to 5.00pm.
- 16.3. The Standard Working Week is Monday to Friday.
- 16.4. For part-time employees, the daily standard hours are the hours agreed in the relevant part-time work agreement.
- 16.5. It is agreed that once a work pattern is established employees are expected, subject to the flextime scheme, to adhere to the hours of duty of the usual, agreed or specified work pattern.

### **17. BANDWIDTH**

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

### **18. USUAL WORK PATTERNS**

- 18.1. The usual work pattern is the Standard Working Day and Week as defined in 16.2 and 16.3.
- 18.2. Unless an employee makes an agreement under 19.1 or 20.1, an employee's normal work pattern will be consistent with the Standard Working Day and Week as defined in 16.2 and 16.3.
- 18.3. Except by written agreement between the employee and his or her manager, an employee working the usual work pattern will not have that work pattern varied during the life of this Agreement.
- 18.4. Employees should not work for more than five hours without a meal break of at least 30 minutes. Any extension of the five hour period should be by mutual consent between the employee and the relevant supervisor.
- 18.5. As a general rule employees should not work more than 10 hours in a day.
- 18.6. Part-time employees will continue to work the specified hours in their part-time agreement unless otherwise agreed.

### **19. AGREED WORK PATTERNS**

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

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

## **20. SPECIFIED WORK PATTERNS**

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

## **21. ATTENDANCE AND ABSENCE**

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

## **22. CHRISTMAS CLOSDOWN**

- 22.1. ComSuper will be closed for normal business purposes on the two working days between the close of business on the last working day before Christmas Day and the commencement of business hours on the first working day after the New Year's Day public holiday each year. Employees will not be required to attend ComSuper on these days and will be granted leave at normal pay. In addition, employees will not be required to acquit this period of leave from their leave entitlements.

- 22.2. A skeleton staff may be required over this period to undertake mandatory functions that cannot be delayed until after this period. Employees will be asked to volunteer to work over this period and will be eligible to be paid overtime or to take time in lieu in accordance with overtime rules for public holidays.
- 22.3. If a part or all of any day referred to in clause 22.1 above is declared a public holiday for APS employees, ComSuper full-time employees will receive an equivalent flex credit based on the daily standard working day referred to in clause 16.2.

### **23. FLEXTIME SCHEME**

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

## 24. REVERSION TO STANDARD HOURS

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

## 25. PART-TIME EMPLOYMENT

- 25.1. ComSuper recognises that part-time employment may enhance workforce flexibility and may assist employees to balance work and family responsibilities. Either the employee or ComSuper can initiate proposals for part-time work. An employee will only move to part-time employment by agreement between the parties.
- 25.2. Requests for regular part-time work will be agreed subject to operational requirements.
- 25.3. A part-time employee is one whose regular hours of work are less than 150 hours over a four week period.
- 25.4. Part-time employees can vary their ordinary hours of work within the ComSuper four week flexitime settlement period subject to operational requirements.
- 25.5. At the end of the settlement period, part-time employees are entitled to carry over a flex credit of ten hours or a flex debit of five hours.
- 25.6. Supervisors of part-time employees shall ensure that the workload placed upon those employees reflects the hours worked by the employee.
- 25.7. Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amounts as full-time employees.
- 25.8. Part-time employees will accrue Annual Leave on a pro rata basis. Leave will be credited in respect of the average number of weekly hours worked over the accrual period. Annual Leave granted will be deducted from credits on an hour for hour basis, with no salary variation.
- 25.9. Part-time employees will accrue Personal Leave on a pro rata basis.
- 25.10. Personal Leave granted will be deducted from credits on an hour for hour basis, with no salary variation.

- 25.11. Part-time employees will be entitled to other Leave Without Pay sufficient to make up the balance where the Annual Leave accrued in a year provides less than the amount available to an equivalent full-time employee.
- 25.12. For the purposes of calculating superannuation contributions for part-time employees, the full-time hours shall be 73.5 hours per fortnight.
- 25.13. An employee returning from maternity leave will have access to part-time work until the child/ren commences their second year of primary school.
- 25.14. A part-time employee and his or her supervisor may, by agreement, vary regular hours of work. Similarly, part-time working arrangements may, for other than designated part-time jobs, be terminated by agreement.
- 25.15. Subject to agreement between the relevant supervisor and the employee, the Commissioner or Delegate may approve the introduction of part-time employment for an employee. A full-time employee will not be required to convert to part-time hours without his or her agreement.

## **26. WORKING FROM HOME**

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

## **27. PERFORMANCE OF OUTSIDE WORK**

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

## **28. PUBLIC HOLIDAYS**

- 28.1. Consistent with the *Workplace Relations Act 1996*, staff will observe all public holidays as gazetted by the Commonwealth and the relevant state or territory government, and an

additional day between Christmas and New Year. Examples of public holidays observed include:

- a) New Year's Day (or substitute);
- b) Australia Day (or substitute);
- c) The Canberra Day holiday;
- d) Good Friday and the following Saturday and Monday;
- e) ANZAC Day (or substitute);
- f) the relevant Queen's Birthday observance day;
- g) the relevant labour day or equivalent;
- h) Christmas Day (or substitute);
- i) Boxing Day (or substitute);

28.2. Where:

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

## **SECTION G – REMUNERATION**

### **29. SALARY INCREASES**

29.1. The parties to the Agreement are committed to a performance improvement culture and will seek to develop performance improvement initiatives, in consultation with employees, and implement strategies that will produce productivity savings and performance improvements.

29.2. Salary increases will be payable in four instalments and recognise:

- a) Productivity gains during the life of this Agreement; and
- b) Attainment of the Corporate Key Performance Indicator.

### **30. CORPORATE KEY PERFORMANCE INDICATOR**

30.1. A Corporate Key Performance Indicator (KPI) will be utilised to help drive performance improvements at ComSuper. To maximise the effectiveness of Performance Management at ComSuper, all employees will be required to participate in monthly conversations with their immediate manager. These monthly conversations will analyse a number of issues which may include:

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

The monthly conversations will complement:

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

30.2. It is intended that the monthly conversation will assist ComSuper and its employees through regular and targeted engagement. This engagement will help deliver a workforce that is focussed on corporate objectives, appropriately skilled, productive, valued and committed to their own and ComSuper's future.

30.3. The KPI reporting period is the six months immediately preceding the date of the relevant pay increase. Each employee must have had four monthly conversations in the reporting period. There should not be a period greater than two months between an employee's monthly conversations, with the exception of where an employee is on an extended period of leave.

30.4. The target number of monthly conversations across ComSuper shall equal the average number of employees over the six month reporting period (excluding employees on extended absences greater than two months) multiplied by four.

For example, if the average number of ComSuper staff over the period 1 July 2008 to 31 December 2008 was 600, the target number of monthly conversations for KPI purposes for the instalment payable on 1 January 2009 would be:  $600 \times 4 = 2400$

## 31. TIMING AND QUANTUM OF PAY INCREASES

31.1. Salary increases will be available in four instalments as per the following table:

Date of Effect	Amount Of Salary Increase Payable
Commencement of Agreement	3.4% pay increase recognising productivity initiatives.
1 January 2009	1.5% if at least 95% of Corporate KPI target attained; or 1.3125% if at least 75% of Corporate KPI target attained; or 1.125% if at least 50% of Corporate KPI target attained; or No Increase if less than 50% of Corporate KPI target attained.
1 July 2009	2% if at least 95% of Corporate KPI target attained; or 1.75% if at least 75% of Corporate KPI target attained; or No increase if less than 75% of Corporate KPI target attained.
1 January 2010	1.5% if at least 95% of Corporate KPI target attained; or No increase if less than 95% of Corporate KPI target attained.

## 32. FLEXIBILITY OF REMUNERATION, TERMS AND CONDITIONS

32.1. The Commissioner may make an arrangement with an employee regarding matters of remuneration, and other terms and conditions, that meets the genuine needs of both ComSuper and the employee, without disadvantaging that employee.

## 33. METHOD OF SALARY PAYMENT

33.1. Employees will be paid fortnightly and the fortnightly rate of pay will be calculated using the following formula:

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

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

## 34. SUPPORTED WAGE SYSTEM

34.1. ComSuper employees who cannot work at full wages because of a disability will have access to the ComSuper Supported Wage System.

34.2. Details of this System are included in ComSuper's **Remuneration Policy**.

## 35. JUNIOR RATES

35.1. Junior rates of pay as a percentage of the ComSuper APS Level 1 equivalent adult rate of pay will apply as follows:

- under 18 years - 60%
- at 18 years - 70%
- at 19 years - 81%
- at 20 years - 91%

## 36. CADET RATES

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

## 37. INTERMITTENT (CASUAL) EMPLOYMENT

- 37.1. An employee engaged as an intermittent (casual) employee under Section 22(2)(c) of the *Public Service Act 1999* is required for duty for less than 24 hours per week.
- 37.2. An intermittent (casual) employee shall be paid a 20% loading of their salary in lieu of all leave entitlements except:
- Long Service Leave;
  - Maternity Leave (if the employee is an eligible employee as defined by the *Workplace Relations Act 1996*); and
  - Two days unpaid Personal (Carer's) Leave per each permissible occasion.

## 38. SALARY ON COMMENCEMENT OR PROMOTION

- 38.1. Where an employee is engaged by ComSuper, or is promoted within ComSuper and subject to clauses 40.1, 40.2, 40.3, 45.5, 45.6 or 45.7, salary will be payable at the minimum point of the salary range applicable to the classification of the job. The Commissioner or Delegate may authorise payment of salary above the minimum point in that salary range, having regard to the experience, qualifications, performance and skills of the employee.
- 38.2. Where at the time of commencement or promotion, an employee's salary is set at a salary point that does not align with the ComSuper salary/classification structure, the Commissioner or Delegate may authorise in writing the payment of the employee's salary at an appropriate pay point.
- 38.3. Details of salary on commencement or promotion are included in ComSuper's ***Remuneration Policy***.

## 39. SALARY ADVANCEMENT

- 39.1. Subject to this clause, where pay points are available above the minimum within an approved classification, an employee is entitled to annual salary advancement to the next highest pay point after 12 months of employment at their existing pay point, provided the employee is not already at the highest pay point within their classification. For the purpose of this clause, prior periods of ongoing or non-ongoing employment with ComSuper that are continuous with the current period of employment will count towards the 12 month period.
- 39.2. The 12 month period will be extended by a corresponding number of working days if more than 22 working days of leave is taken and that leave does not count as service. Paid leave and Leave Without Pay to count as service will not extend the 12 month period. Where an employee meets the requirements of this clause prior to a period of paid leave they will be taken to have met the requirements while on that leave.
- 39.3. Annual salary advancement is subject to the employee's diligence, efficiency, attendance for duty and overall performance being assessed as satisfactory by his or her supervisor.
- 39.4. Annual salary advancement can be deferred for a specified period, up to 12 months. If annual salary advancement is deferred, a statement of the reasons is to be provided to the employee.

- 39.5. If the period of deferral does not exceed six months, approval may be given for the employee's annual salary advancement entitlement date to remain unchanged. Where approval is not given, or the period of deferral exceeds six months, the date for consideration of the employees' next annual salary advancement shall be extended by the period of the deferral. Following any period of deferral, the employee must satisfy the requirements of clause 39.3 in order to receive salary advancement. If those requirements are not met the salary advancement must be deferred for a further period or periods of up to three months each time until such time as they are met.
- 39.6. Annual salary advancement will be due:
- a) if on higher duties for a continuous period of 12 months; or
  - b) if paid for higher duties for 12 months in a 24 month period.
- 39.7. Notwithstanding the provisions of this clause, the Commissioner or delegate may advance an employee at any time by one or more increment points where the Commissioner or delegate considers the employee's performance has been of a standard that justifies the accelerated advancement.
- 39.8. Details of salary advancement are included in ComSuper's **Remuneration Policy**.

#### **40. SALARY ON REDUCTION**

- 40.1. The Commissioner or delegate cannot allocate a lower classification to an employee without the employee's consent except in certain circumstances prescribed in sub-section 23(4) of the *Public Service Act 1999*.
- 40.2. Where an employee is assigned ongoing duties at a lower classification, salary will be determined as though service at salary points which exceeded the minimum of the lower classification was service in the lower classification. Salary will be paid at the same increment point in the lower classification as the increment point in the employee's former classification. Provided the employee is not already at the highest pay point of his or her classification, the date for determination of salary advancement will be the date as prior to the salary reduction. The provisions in this Agreement relating to higher duties allowance operate in determining the pay point. For the purpose of this clause a lower classification means where the salary formerly received by the employee exceeds the maximum of the lower classification to which the employee is reassigned.
- 40.3. Where an employee agrees, in writing, to temporarily perform work at a lower work value level, the Commissioner or Delegate may determine in writing that the employee shall be paid a rate of salary applicable to the lower work value level.

#### **41. SALARY PACKAGING**

- 41.1. ComSuper will continue to offer salary packaging to ongoing employees for motor vehicles and superannuation. Non-ongoing employees will be offered salary packaging on a salary sacrifice basis for superannuation only.
- 41.2. Before entering into any salary packaging arrangement for motor vehicles or superannuation, employees should obtain financial advice from an independent financial advisor about the structure and implications of the proposed salary package and declare to ComSuper that such advice has been obtained. Such advice is to be obtained at the employee's own expense.
- 41.3. Where an employee does not obtain financial advice from an independent financial advisor about the structure and implications of the proposed salary package, the employee will be required to declare in writing that they have a full understanding of the structure and implications of the proposed salary package.

- 41.4. Where employees take up the option of salary packaging, an employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- 41.5. Access to salary packaging is as outlined in ComSuper's ***Remuneration Policy***.

## **42. UNAUTHORISED ABSENCE**

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

## SECTION H – ALLOWANCES

### 43. OVERTIME

43.1. The Commissioner or Delegate may approve overtime in accordance with this clause.

43.2. Duty by an employee will be considered overtime where:

- a) it is performed on Monday to Friday outside the span of an employees daily standard working hours as defined in clauses 16.1–16.3 of this Agreement;
- b) it is performed on Monday to Friday during the span of standard hours but beyond the daily standard working hours of ordinary duty as defined in clauses 16.1-16.3 of this Agreement;
- c) for employees who work an "Agreed Work Pattern" or a "Specified Work Pattern", the daily standard working hours will be the agreed or specified hours applicable to the day on which over time is worked; and
- d) it is performed on a Saturday, Sunday or Public Holiday, with the exception of employees to whom clause 19.6 applies.

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

43.4. Overtime rates will be:

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

43.5. For the purposes of this clause, a holiday means a holiday as prescribed in or authorised under 28.1 or 28.2 of this Agreement.

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

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

43.7. If agreed in advance, time off in lieu of overtime payments may be granted by local arrangement and will be subject to operational requirements. Time off in lieu of overtime will be calculated using the relevant formula prescribed in clause 43.6.

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

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

- 43.10. Where an employee is directed to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment for each separate overtime attendance will be four hours at the prescribed overtime rate. These provisions do not apply to duty which is covered by clause 51.1.
- 43.11. Where more than one attendance is involved, the minimum overtime payment provision will, subject to the prescribed minimum payment, not operate to increase an employee's overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- 43.12. For the purpose of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- 43.13. Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum number of hours paid will continue to be four hours in total and will be paid at the higher rate of the two days. For example, if working Saturday from 10pm to Sunday 1am, the payment will be for four hours at the Sunday overtime rate.

**44. OVERTIME MEAL ALLOWANCE**

- 44.1. Where an employee is directed to work overtime either before or after his or her ordinary hours of duty for the day and the employee takes an unpaid meal break, the employee will be entitled to receive an overtime meal allowance of \$27.50 in addition to any overtime payment.
- 44.2. Where an employee is directed to work overtime immediately following the end of ordinary hours of duty for the day and this overtime goes to either the completion of, or beyond a meal allowance period as defined below, the employee will be entitled to receive an overtime meal allowance of \$27.50 in addition to any overtime payment.
- 44.3. Where an employee is directed to work overtime on a Saturday, Sunday or public holiday and the period of overtime extends beyond a meal break period as defined below, the employee will be entitled to receive an overtime meal allowance of \$27.50 for an unpaid meal break in addition to any overtime payment.
- 44.4. A meal break period will mean the following periods:

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

- 44.5. The overtime meal allowance will be adjusted from 1 July 2009 to \$28.90.

**45. HIGHER DUTIES ALLOWANCE**

- 45.1. The Commissioner or Delegate may assign duties of a higher classification level to an ongoing employee.
- 45.2. An ongoing employee who is temporarily assigned all the duties of a higher classification will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification.
- 45.3. Where an ongoing employee is directed to temporarily perform part of a higher classification the Commissioner or Delegate may determine the amount of higher duties allowance and conditions under which it is paid.

- 45.4. A position which becomes temporarily vacant for a period of less than one month will not normally be filled unless the position cannot be left temporarily vacant for operational and/or delegation reasons.
- 45.5. Where an ongoing employee has been paid higher duties for 12 months or more continuously at a particular pay point (or higher), and subject to a satisfactory performance assessment, an increase to the next pay point of the higher classification will be due.
- 45.6. Where an ongoing employee performs the duties of a higher classification in broken periods, and the employee's performance is assessed as satisfactory, an increase to a higher pay point will be due when the employee has performed 12 months higher duties at a particular pay point in a higher classification level in a 24 month period. However an employee who does not perform higher duties at that classification for two consecutive years will revert to the minimum of the range for any subsequent period of higher duties.
- 45.7. Where non-SES employees are required to temporarily perform work in Senior Executive Service levels, they will be remunerated within the SES Band 1 range for the period of temporary higher performance as determined by the Commissioner.
- 45.8. Access to higher duties allowance shall be as outlined in ComSuper's ***Higher Duties Policy***.

#### **46. COMPETENCY BASED TRAINING PAYMENT**

- 46.1. ComSuper is committed to improving the capability of our people through competency based training and other learning activities and rewarding those employees who successfully complete relevant competency based (and other) learning activities.
- 46.2. Competency Based Training (CBT) Payments will be governed by the following principles:
- a) CBT Payments will only be payable where the competency was gained while employed at ComSuper. The only exception will be for recurring payments under 46.2.(d) where an employee may have gained a competency prior to joining ComSuper but is required by ComSuper to maintain the competency;
  - b) For a course to be considered as eligible for a CBT Payment, the course must have a formal assessment component (eg an exam);
  - c) CBT Payments will be lump sum payments categorised as either a "one off" or "recurring" payments;
  - d) For a competency to attract a recurring payment, there must be a mandatory periodic proficiency demonstrated (for example PS146). A recurring payment will be payable no sooner than 12 months after gaining the competency;
  - e) Recurring CBT Payments will have two tiers:
    - i Tier 1 where the competency is mandatory to undertake the duties of a particular position number (for example PS146 must be maintained by specific positions within the Contact Centres); or,
    - ii Tier 2 where the competency is not mandatory in the individual employees current position, however, the employee wishes to maintain the currency of his/her competency;
  - f) Employees who qualify for a Tier 2 CBT recurring payment, but who are temporarily placed in a position attracting a Tier 1 CBT recurring payment, will be paid the Tier 1 recurrence amount when certified by the appropriate area manager;
  - g) Where an employee qualifies for both a Tier 1 and Tier 2 CBT Payment for the same qualification only the Tier 1 CBT Payment will be payable;
  - h) A recurring CBT Payment will not be made within 12 months of the initial payment to which the recurring CBT Payment applies;
  - i) The CBT Payment shall be:
    - i \$500 for a "one off" competency; and/or
    - ii \$500 for a Tier 1 "recurring" competency; and/or
    - iii \$250 for a Tier 2 "recurring" competency;
  - j) CBT payments will be made either in January or July each year, dependant on eligibility;

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

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

#### **47. FIRST AID ALLOWANCE**

47.1. An employee who possesses a current first aid certificate (Standard A, B or C) and who is designated by the Occupational Health & Safety Committee and the First Aid Co-ordinator to undertake first aid responsibilities within ComSuper will be paid an allowance of \$23 per fortnight.

#### **48. HEALTH AND SAFETY REPRESENTATIVE ALLOWANCE**

48.1. An employee who has undertaken formal training and who is designated by ComSuper to undertake Health and Safety Representative responsibilities within ComSuper will be paid an allowance of \$21 per fortnight.

#### **49. FIRE WARDEN ALLOWANCE**

49.1. An employee who has undertaken formal training and who is designated by ComSuper to undertake Fire Warden responsibilities within ComSuper will be paid an allowance of \$15.75 per fortnight.

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

50.1. The Commissioner or Delegate may direct an employee to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment under this clause.

50.2. Payment will be subject to the following conditions:

- a) the on-call situation is imposed by the prior written direction of the Commissioner or Delegate, or is subsequently approved in writing by the Commissioner or Delegate where the circumstances did not permit prior direction; and
- b) the provisions of clause 51.1 will not apply where an employee is recalled to duty while on-call.

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

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

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

50.5. The hourly rate of payment will be calculated as follows:

$$\frac{\text{annual salary}}{313} \times \frac{6}{37.5} \times \% \text{ of salary as shown in clause 50.3 above.}$$

- 50.6. The allowance will be payable for each hour or part hour the employee is on-call outside the employee's ordinary hours of duty.
- 50.7. An employee will receive a one hour minimum payment for performing duty not at ComSuper at the overtime rates prescribed in clause 43.6, and a three hour minimum payment if recalled to ComSuper to perform duty at the overtime rates prescribed in clause 43.6.
- 50.8. Payment under this clause will not be made where the employee does not remain contactable or at the required degree of readiness to perform extra duty. Required readiness would include an ability to, if required, attend duty in a timely manner and be in a proper and fit state to fully undertake duties required.

## **51. EMERGENCY DUTY**

- 51.1. If an employee at or below APS Level 6 is called into work to meet an emergency outside the normal standard daily hours of duty as defined in clauses 16.2 - 20.2, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be entitled to be paid for the period of work and any time necessarily spent in travelling to and from the work site at the rate of double time for a minimum period of two hours.

## **52. TRAVEL ALLOWANCE**

- 52.1. ComSuper will meet the costs of air travel, travel by public transport, hire car, or private vehicle as appropriate and approved, where travel is undertaken for business purposes. ComSuper will cover the reasonable associated costs of meals, incidentals and accommodation.
- 52.2. Access to Travel Allowance shall be as outlined in ComSuper's *Allowances and Reimbursements Policy*

## **53. MOTOR VEHICLE ALLOWANCE**

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

## **54. SCHOOL HOLIDAY CARE**

- 54.1. ComSuper will pay a school holiday care allowance to eligible employees for a maximum of two weeks per calendar year during the July/August school holidays.
- 54.2. School holiday care allowance is \$25 gross per day for each child of school age placed in approved child care while the parent is at work at ComSuper. Where more than one parent

works for ComSuper, they must both be at work at ComSuper on a day that a claim is made and only one claim per day for each child will be paid. The maximum allowance that may be paid is \$250 per week per employee.

- 54.3. An employee who is on Personal Leave due to injury or illness may still be eligible for the allowance. A medical certificate will be required in support of a claim for the allowance.
- 54.4. School holiday care is care provided by a service which is approved by the Department of Families, Housing, Community Services and Indigenous Affairs to receive Child Care Benefit payments.
- 54.5. Employees employed on a short term non-ongoing basis will not have access to the allowance.
- 54.6. The employee must provide evidence of expenses incurred at the time of claiming the allowance.

## **55. REIMBURSEMENT FOR LOSS OR DAMAGE**

- 55.1. The Commissioner or Delegate may reimburse an employee for loss or damage to clothing or personal effects which occur in the course of his or her work.

## **56. OTHER ALLOWANCES**

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

## **SECTION I – LEAVE**

### **57. ANNUAL LEAVE**

- 57.1. Annual Leave will accrue at a rate of 20 days per year for a full-time employee, on a pro-rata basis for part-time employees, and will count as service for all purposes.
- 57.2. Employees are encouraged to use at least 50% of their full pay Annual Leave in each calendar year, where credits are available. Managers should consider appropriate access to Annual Leave for employees as part of business planning processes.
- 57.3. Annual Leave accrues daily and will be credited monthly once the employee has completed one calendar month service.
- 57.4. Annual Leave will accrue and be credited on a monthly basis using the following formula:

$$(A \times B \times C) / D$$

Where: A = standard number of hours per week for period  
B = number of calendar days to count as service in the period  
C = a basic Annual Leave credit of four weeks  
D = number of calendar days in the year

- 57.5. Annual Leave of five consecutive days or more can be taken on either half-pay (50%) or three quarter pay (75%). Subject to operational requirements and available credits, there will be no constraint on the maximum period of leave taken in accordance with this clause.
- 57.6. Where an employee is ill or injured while on Annual Leave and applies for Personal Leave for periods of not less than one day with satisfactory documentary evidence as per clause 58.8, the Annual Leave may be re-credited to the extent of the Personal Leave granted.
- 57.7. Where an employee is required to use Compassionate Leave for periods of not less than one day while on Annual Leave, and subject to the Compassionate Leave provisions of this Agreement, the Annual Leave may be re-credited to the extent of Compassionate Leave granted.
- 57.8. An employee will be determined to have excess Annual Leave credits where he or she has accumulated more than two years unused Annual Leave credits as at 31 December of any year.
- 57.9. An employee with excess Annual Leave credits will be directed to utilise their Annual Leave for the lesser of:
- a) whatever period is necessary to reduce the accumulated unused Annual Leave to the equivalent of two years credits; or
  - b) the period equivalent to 25% of the amount of credited Annual Leave available to the employee at the time the direction was given.
- 57.10. Where an employee has been determined to have excess Annual Leave credits in accordance with clause 57.8 and is directed to utilise a period of Annual Leave in accordance with clause 57.9, that period of Annual Leave must commence no later than 1 March of that year.
- 57.11. An employee who has been determined to have excess Annual Leave credits in accordance with clause 57.8 and is directed to utilise a period of Annual Leave in accordance with clause 57.9, and has not commenced that period of leave by 1 March that year will be directed to be on Annual Leave at 1 March until such time as the amount of directed Annual Leave has been taken.

- 57.12. An employee who has excess Annual Leave credits as described above may, once every 12 months, elect to cash out those excess credits on the basis that he/she has taken at least 100% of his/her full pay Annual Leave entitlement in the previous calendar year. The amount of excess Annual Leave credits to be cashed out must be no more than two weeks. An employee who makes an election under this clause must do so in writing.
- 57.13. Unused Annual Leave will be paid out to the employee (or the employee's estate) if the employee permanently leaves ComSuper and the APS, using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of Annual Leave.
- 57.14. Employees who leave ComSuper to join ACT Government Service may request in writing that their leave credits not be paid out on termination on the basis that the ACT Government Service has agreed to recognise their accrued leave credits.
- 57.15. In the above clause, ACT Government Service means employment under the *Public Sector Management Act (ACT) 1994*, the *Fire Brigade (Administration) Act 1974*, the *Legal Aid Act 1992*, and the *Institute of Technology Act 1992*.
- 57.16. Employees in receipt of compensation under the *Safety, Rehabilitation and Compensation Act 1988* for more than 45 weeks will cease to accrue Annual Leave. Employees who are on a graduated return to work program and who have received compensation for a total of 45 weeks will accrue Annual Leave credits on a pro-rata basis for hours actually worked.
- 57.17. Access to Annual Leave shall be as outlined in ComSuper's **Leave Policy**.

## **58. PERSONAL LEAVE**

- 58.1. Ongoing employees will accrue 18 days (or the part-time equivalent) Personal Leave credits at full pay in advance on 1 January of each year throughout the employee's period of employment with ComSuper. The accrual will be reduced for periods of Leave Without Pay that do not count as service, and any unauthorised absences in the previous accrual period.
- 58.2. On initial commencement in the APS, ongoing employees will be credited with 18 working days paid Personal Leave. On the following 1 January, their credits will be calculated on a pro rata basis for service between their commencement date and 31 December of the year of commencement. Ongoing employees engaged on a part-time basis will accrue Personal Leave in the same manner based on their actual hours worked.
- 58.3. Ongoing employees commencing with ComSuper on a transfer or promotion from other agencies where prior service is recognised will have their existing Personal Leave credits, however described, transferred to ComSuper on commencement. These credits will then reflect the normal daily hours of 7 hours and 30 minutes (7.5 hours) in this Agreement.
- 58.4. If an employee commences with ComSuper on a transfer or promotion from another agency where prior service is recognised, an assessment of the employee's Personal Leave entitlements will be made to ensure that their leave entitlements are consistent with the *Workplace Relations Act 1996*.
- 58.5. Non-ongoing employees will receive one month personal leave pro-rata entitlement on engagement for each month of contracted service based on 18 working days (or part-time equivalent) for a full year of service. Personal Leave credits are allocated on an identical basis for subsequent continuous periods of non-ongoing service.
- 58.6. Paid Personal Leave shall be available to employees when they are absent for the following reasons:
- a) personal illness or injury; or
  - b) caring for an ill member of their immediate family or household who is dependent on the care and support of the employee or for whom the employee has caring responsibility; or

- c) attendance at funerals if Compassionate Leave is not applicable and as supplementation for Compassionate Leave;
  - d) unforeseen emergency circumstances such as fire or water damage to the employee's house, burglary or similar domestic crisis; or
  - e) other circumstances approved by the Commissioner.
- 58.7. Unused Personal Leave from previous years will accumulate but cannot be converted to salary or cashed out upon cessation or termination of employment.
- 58.8. Personal Leave at half pay may be accessed for absences due to personal illness or injury of ten days or more duration.
- 58.9. A medical certificate from a registered health practitioner will be accepted for Personal Leave due to illness or injury purposes or, where it is not reasonably practicable for an employee to do so, a statutory declaration made by the employee.
- 58.10. Where a statutory declaration is made by the employee for Personal Leave due to illness or injury purposes, the statutory declaration must include:
- a) a statement to the effect that the employee has, is, or will be unfit for work during the period because of a personal illness or injury; and
  - b) a statement outlining the reason/s why it was impracticable for the employee to obtain a medical certificate from a registered health practitioner.
- 58.11. Where the Personal Leave due to illness or injury period extends beyond three days satisfactory documentary evidence as outlined at clause 58.9 will be required.
- 58.12. Where a period of Personal Leave due to caring responsibilities extends beyond three days a statutory declaration made by the employee or a medical certificate will be required
- 58.13. A maximum of five working days paid Personal Leave for personal illness in a calendar year may be taken without the requirement of satisfactory documentary evidence as outlined at clause 58.9.
- 58.14. Where an employee takes lengthy or regular periods of Personal Leave for the purpose of personal illness, the Commissioner may direct an employee to be assessed by a suitably qualified and independent medical practitioner.
- 58.15. Personal Leave for personal illness or injury may be granted up to the limit of accrued Personal Leave credits.
- 58.16. An employee who is on Personal Leave will not, without the employee's consent, be terminated on invalidity grounds before their Personal Leave credits have been exhausted.
- 58.17. An employee who has had his/her 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 Leave equal to the balance of Sick and Special Leave, or equivalent leave types, in credit at the time of termination.
- 58.18. An employee receiving workers compensation for more than 45 weeks will accrue Personal Leave on an hours actually worked basis.
- 58.19. Employees who are medically unfit for duty for one day or longer while on Annual Leave, Long Service or Purchased Leave and who produce satisfactory medical evidence may apply for Personal Leave. Annual Leave and/or Purchased Leave will be re-credited to the extent of the period of Personal Leave granted. Long Service leave will be re-credited in accordance with legislation. Where possible, Purchased Leave will be re-credited for use in the same Purchased Leave accounting year.

- 58.20. An employee will not be entitled to paid Personal Leave while on paid maternity leave in accordance with legislative requirements.
- 58.21. An employee who has previously been engaged in the APS, or in government service as defined in s10 of the *Long Service Leave (Commonwealth Employees) Act 1976*, or a service referred to in s.11(2) of that Act, may have that period of previous employment recognised as service for Personal Leave purposes provided that any break in employment between employers is no more than two months, or a longer period where the Commissioner determines special circumstances exist.
- 58.22. An employee is entitled to up to two days unpaid Personal Leave due to caring responsibilities in accordance with s 250 of the *Workplace Relations Act 1996* for each occasion when a member of the employee's immediate family or household requires care or support because of:
- a) a personal illness, or injury, of the member; or
  - b) an unexpected emergency affecting the member.
- 58.23. Access to Personal Leave shall be as outlined in ComSuper's **Leave Policy**.

## **59. COMPASSIONATE LEAVE**

- 59.1. Employees will be granted three days paid compassionate leave on each occasion that a member of his or her immediate family, or household:
- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - b) sustains a personal injury that poses a serious threat to his or her life; or
  - c) dies.
- 59.2. The employee may take the period of leave as a single period of three days or any separate period which the supervisor and employee agree.
- 59.3. The taking of Compassionate Leave is subject to approval by the Commissioner or Delegate. In certain circumstances, the Commissioner or Delegate may approve additional Compassionate Leave.
- 59.4. In some circumstances supporting documentation or other supporting evidence or proof may be required.
- 59.5. Compassionate Leave will count as service for all purposes.
- 59.6. Access to Compassionate Leave shall be as outlined in ComSuper's **Leave Policy**.

## **60. MISCELLANEOUS LEAVE**

- 60.1. Miscellaneous Leave may be granted by the Commissioner or Delegate, having regard to the operational needs of ComSuper and the workplace.
- 60.2. The intention of Miscellaneous Leave is to provide flexibility to managers, supervisors and employees by providing that leave may be made available, either with or without pay, for a variety of purposes, eg, emergency or special circumstances not catered for under alternative leave provisions.
- 60.3. Miscellaneous Leave may be granted:
- a) for the period requested or for another period;
  - b) with or without pay; and
  - c) subject to conditions in a range of circumstances including the following:

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

<b>Miscellaneous Leave - Without Pay</b>	<b>Maximum Period</b>
Defence service	2 years
Engagement in work or employment in the interests of defence or public safety	2 years
Engagement in private sector employment associated with compensation leave. <sup>1</sup>	3 years
Maternity and adoption leave <sup>2</sup>	52 weeks over the 66 week period
Caring responsibilities for immediate family members	up to a maximum of 12 months
Ceremonial, cultural or religious significance for employees	10 days in any 2 year period
Employment in the interests of the APS	3 years
Accompanying a spouse on a non-ongoing posting (Commonwealth employment only)	Normally for the period of the posting but limited to a maximum of 3 years
Any other purpose <sup>3</sup>	12 months

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

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

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

α. LWOP for personal reasons for periods of up to three months will normally be granted subject to the consideration of operational requirements. The delegation for such approvals will reside with the relevant Manager. It is considered that Managers are in the best position (in consultation with their employees) to determine the operational requirements. Approvals by Managers will be restricted to one period of up to 3 months for each employee in an 18 month period;

b. for periods of LWOP over three months (or extensions over three months) the delegation for approval resides with the relevant Delegate and will be exercised having regard to the recommendation of the relevant Executive Manager. LWOP for periods

of over 12 months for travel or to seek or trial other forms of employment **will not be approved**. However, the Commissioner will consider applications for LWOP to undertake other employment where the applicant has been identified as a potentially surplus or excess employee. In relation to the consideration of such approvals the relevant Delegate will have regard to the following factors:

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

60.4. Where Miscellaneous leave is refused the Manager or Delegate will advise the employee of the reason for the decision.

60.5. Miscellaneous Leave Without Pay does not count as service for any purpose, however the 22 day rule as defined will apply.

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

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

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

## **61. BLOOD DONOR LEAVE**

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

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

## **62. LONG SERVICE LEAVE**

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

62.2. Subject to clauses 62.3 and 62.4 below, periods of Long Service Leave must be taken for a minimum of seven consecutive calendar days with the granting of such leave subject to operational requirements.

62.3. Employees will be able to take one period of Annual Leave in the middle of periods of Long Service Leave, provided the minimum continuous period of Long Service Leave is seven calendar days.

62.4. Consecutive periods of Long Service Leave separated only by public holidays and/or weekends will not be approved.

62.5. Full-time employees on Long Service Leave during the period of the Christmas Closedown will be credited with an additional 15 hours flex credit on completion of the leave. Part-time

employees will be credited with the equivalent hours that they would have worked on those days.

- 62.6. Where an employee is required to use Compassionate Leave for periods of not less than one day while on Long Service Leave, and subject to the Compassionate Leave provisions of this Agreement, the Long Service Leave may be re-credited to the extent of Compassionate Leave granted.
- 62.7. Where an employee is ill or injured while on Long Service Leave and applies for Personal Leave with satisfactory documentary evidence as outlined at clause 58.9 for periods of not less than one day, the Long Service Leave may be re-credited to the extent of the Personal Leave granted.
- 62.8. Access to Long Service Leave shall be as outlined in ComSuper's **Leave Policy**.

### **63. MATERNITY LEAVE**

- 63.1. Employees are entitled to Maternity Leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 63.2. In order to provide more flexible administration of Maternity Leave, an employee may elect to spread the payment for the period of required absence up to a period of 24 weeks at a rate no less than half normal salary. The additional leave beyond the 12 weeks provided in the legislation will not count as service for any purpose.
- 63.3. An employee is unable to access paid Personal Leave while on paid Maternity Leave.
- 63.4. Full-time employees on mandatory Maternity Leave during the period of the Christmas Closedown will be credited with an additional 15 hours flex credit on completion of the leave.
- 63.5. Access to Maternity Leave shall be as outlined in ComSuper's **Leave Policy**.
- 63.6. Access to Maternity Leave shall be in accordance with Division 6 of Part 7 of the Workplace Relations Act 1996 to the extent that it is more favourable to the employee.

### **64. ADOPTION LEAVE**

- 64.1. An employee seeking to adopt a child may take up to 12 weeks of paid adoption leave.
- 64.2. The Commissioner or Delegate may approve paid Adoption Leave to ComSuper employees subject to the following conditions:
  - a) Adoption Leave will not be available where the employee's spouse or another person is the primary carer;
  - b) the employee must produce a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes, or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order;
  - c) an employee must provide ComSuper with written advice no later than 14 days prior to the presumed date of placement of a child for adoption purposes of the placement date.
  - d) an employee who has completed a period of at least 12 months continuous service in ComSuper will be provided with Adoption Leave.
  - e) employees with less than 12 months continuous service in ComSuper will be entitled to pro-rata leave commencing on the date of placement;
  - f) Adoption Leave will count as service for all other purposes including salary increments;
  - g) where the placement of a child for adoption purposes with an employee does not proceed or continue, the employee must notify ComSuper immediately to arrange a date for resumption of duty.

- 64.3. Continuous periods of Adoption Leave may be taken on half pay.
- 64.4. Access to Adoption Leave shall be in accordance with Division 6 of Part 7 of the Workplace Relations Act 1996 to the extent that it is more favourable to the employee.
- 64.5. Access to Adoption Leave shall be as outlined in ComSuper's **Leave Policy**.

## **65. PARENTING LEAVE**

- 65.1. Two weeks paid Parenting Leave for parenting purposes will be granted to ongoing employees within 12 months following the birth, adoption, or long-term fostering of a child. This leave is in addition to any paid or unpaid leave available under the *Maternity Leave Act 1973* and is accessible by the child's mother, father, partner of a parent or adoptive parent.
- 65.2. Parenting leave can be taken at half-pay.
- 65.3. Parenting Leave will count as service for all other purposes.
- 65.4. Parenting leave is not paid maternity leave as defined for purposes of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 65.5. Access to Parenting Leave shall be in accordance with Division 6 of Part 7 of the Workplace Relations Act 1996 to the extent that it is more favourable to the employee.
- 65.6. Access to Parenting Leave shall be as outlined in ComSuper's **Leave Policy**.

## **66. PURCHASED LEAVE**

- 66.1. An ongoing employee, or a non-ongoing employee with more than 12 months until the expiry of their current contract may elect to purchase between one and four additional full weeks leave per year, with salary payments averaged over the year to ensure that a standard rate is received each fortnight.
- 66.2. Applications for Purchased Leave will be considered having regard to the operational requirements of ComSuper. To assist in this consideration, an application for Purchased Leave must include an indication of the period(s) during which the employee intends to use the Purchased Leave.
- 66.3. Once a period of Purchased Leave has been approved, it will not be rescinded by ComSuper unless exceptional circumstances arise.
- 66.4. Purchased Leave counts as service for all purposes. The employee's salary for superannuation purposes will be his/her salary as if he/she had not purchased leave.
- 66.5. Changes in an employee's salary or hours of work after entering into a purchased leave arrangement will be reflected in the amount of leave available or the amount deducted from their salary.
- 66.6. Where on 1 January an employee has excess Annual Leave they will not be permitted to purchase additional leave under this scheme.
- 66.7. The leave purchased and taken must be in whole weeks only.
- 66.8. The Purchased Leave period will be 12 months and employees are expected to stay on the scheme for the whole period.
- 66.9. The Purchase Leave period will be 1 March to 28 February.

- 66.10. Salary for unused Purchased Leave will be refunded at the end of the Purchased Leave period.
- 66.11. Where an employee is ill or injured while on Purchased Leave and applies for Personal Leave with satisfactory documentary evidence, as outlined at clause 58.9, for periods of not less than one day, the Purchased Leave may be re-credited for use in the same Purchased Leave scheme year.
- 66.12. Where an employee is required to use Compassionate Leave for periods of not less than one day while on Purchased Leave, and subject to the Compassionate Leave provisions of this Agreement, the Purchased Leave may be re-credited to the extent of Compassionate Leave granted.
- 66.13. Employees on the Purchased Leave Scheme who have accessed, but not fully paid for, their purchased leave when they cease employment with ComSuper, will be treated as having been "overpaid" on leaving ComSuper, and any monies owing will be deducted from their final monies.
- 66.14. Employees on the Purchased Leave Scheme who have purchased part of their proposed purchased leave, but have not accessed the leave for which they have paid, will be reimbursed for the amount for which they have paid, but not taken, when they leave ComSuper.
- 66.15. Access to Purchased Leave shall be as outlined in ComSuper's **Leave Policy**.

## **67. DEFENCE LEAVE**

- 67.1. The Defence Reserves Support Council (DRSC) has developed a public sector leave policy which it recommends to Australian Government employers. Consistent with this policy, ComSuper will:
- a) provide four weeks leave on full pay each year for Reservists undertaking Defence Service;
  - b) provide an additional two weeks paid leave to allow for a Reservists' attendance at recruit / initial employment training;
  - c) provide scope for additional leave for Defence Service, either on a paid, unpaid or top-up pay basis;
  - d) not require Reservists to pay their tax-free Reserve salary to their agency in any circumstances;
  - e) allow Defence Leave entitlements to accumulate and be taken over a two year period;
  - f) treat all leave for Defence Service as service for all purposes – the exception being that a period or periods of Leave Without Pay in excess of six months will not count as service for Annual Leave purposes.
- 67.2. In addition, ComSuper will ensure that Reservists who are absent will be kept abreast of any developments within the workplace, including ComSuper's Agreement making negotiations.
- 67.3. Written evidence is required to be provided by Reservists of their attendance for Defence Service in support of their application.
- 67.4. In recognition of the potential impact of Defence service on ComSuper, the Reservist should, wherever possible, provide at least three months notice of his/her impending Defence Service, including the duration of absence.
- 67.5. Access to Defence Leave shall be as outlined in ComSuper's **Leave Policy**.

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

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

## **69. STUDY LEAVE**

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

## **70. PORTABILITY OF LEAVE**

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

## **SECTION J – ENHANCING INDIVIDUAL PERFORMANCE**

### **71. PERFORMANCE MANAGEMENT FRAMEWORK**

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

71.2. The aims of the Performance Management Framework are to:

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

71.3. Key elements of the Performance Management Framework are:

- a) Further development of an annual Performance Support Plan incorporating a Performance Agreement and a Learning and Development Plan;
- b) a monthly conversation between managers and employees on progress against the Performance Support Plan;
- c) mid and end cycle assessments against the Performance Support Plan undertaken as part of the monthly conversations at the relevant points in the cycle.

71.4. Through this agreement ComSuper is introducing a monthly conversation to enhance communication between managers and employees, support the Performance Management Framework and build understanding in key areas. The key elements of the monthly conversation may include:

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

71.5. Implementation of the monthly conversation is a major KPI in this agreement as per clause 30.1 of this Agreement.

### **72. LEARNING AND DEVELOPMENT**

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

- 72.2. ComSuper is committed to developing and using the skills of its employees through a process of training and development and the implementation of the Performance Management Framework.
- 72.3. ComSuper's Monthly Conversations as well as Performance Support Plans provide a mechanism for managers and employees to identify and monitor skills development.
- 72.4. ComSuper aims to emphasise learning activities that have a clear connection with ComSuper's work and assist employees' ongoing careers.
- 72.5. ComSuper is committed to providing adequate training support to accompany any changes, innovations or improvements to work arrangements.
- 72.6. ComSuper is committed to developing its managers. During the life of this Agreement all ComSuper managers and supervisors will be provided with the opportunity to undertake a range of management development programs.

### 73. EMPLOYEE MOBILITY

- 73.1. More tailored mobility arrangements are an important ingredient in promoting the development of a more skilled and flexible workforce and the successful spread of project teams and cross-branch partnerships and improved working arrangements within ComSuper. Such arrangements also recognise that employees are employed by ComSuper to undertake work directed at achieving corporate objectives and priorities, rather than being engaged to perform a particular function or activity.
- 73.2. Further, more flexible arrangements offer both employees and ComSuper a range of potential benefits, including:
  - a) the ability for ComSuper to meet changing priorities more effectively;
  - b) the opportunity for employees to enhance their careers or future prospects through
  - c) expanded job experience and the development of a wider range of skills;
  - d) scope for the more effective utilisation of the various skills and talents of employees; and
  - e) the opportunity to build a more integrated organisation.
- 73.3. Mobility will not to be used by managers and supervisors as a vehicle to avoid having to address performance issues. Performance issues should be addressed promptly and fairly, with feedback being the initial and primary channel for discussion. Mobility is not an appropriate means of addressing disciplinary matters.
- 73.4. Against that background, the following principles to guide mobility within ComSuper are agreed:
  - a) the processes outlined in this Section of the Agreement are to be read in conjunction with the **ComSuper Mobility Policy**;
  - b) employees are committed to using their skills to contribute to ComSuper achieving its goals and objectives and accept that, as priorities change, they may need to move to another work area;
  - c) affected employees will continue to be consulted about a proposed move to another work area, however it is accepted that ComSuper can move an employee to another work area;
  - d) an employee working as a member of a project team will, at the conclusion of the team's task, either return to his or her former work area or move to another work area and will not suffer disadvantage in job security relative to other employees of ComSuper;
  - e) where opportunities arise for employees to move jobs, managers will generally support such moves subject to operational requirements; and
  - f) where an employee moves to another work area, necessary training and development (generally on-the-job) will be provided.

#### **74. WORKPLACE DIVERSITY**

- 74.1. ComSuper will maintain a culture which supports and promotes the principles of Workplace Diversity.
- 74.2. ComSuper will ensure equal opportunity in recruitment, training, skills utilisation and career development for all employees. This will also assist in better meeting the needs of ComSuper's diverse range of customers.
- 74.3. Adherence to Workplace Diversity principles shall be as outlined in ComSuper's ***Workplace Diversity Policy***.

## **SECTION K - MANAGING UNDERPERFORMANCE**

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

75.1. Recognising that under-performance issues sometimes arise in ComSuper, in fairness to all employees, when they do arise these issues will be addressed promptly and fairly, with feedback being the initial and primary channel for discussing these issues. The following procedures apply to all ongoing employees covered by this Agreement who are not subject to probationary conditions.

75.2. It is agreed that in circumstances where, despite attempts to improve performance through feedback and other measures, performance consistently falls below the expected standard the following process will be implemented:

STEP 1 The manager or supervisor will provide the employee with written advice of the need for performance to improve. The advice will specify the acceptable standard of work, how the employee's work does not meet that standard and that performance will need to improve over the next two months. The employee may provide comments about the written advice within seven days of receipt. A copy of the written advice will also be provided to the manager (where the supervisor provides the written advice) and the Human Resources Manager or other appropriate Delegate.

STEP 2 During the two month period, the manager or supervisor in conjunction with an independent assessing officer appointed by the Human Resources Manager (or other appropriate Delegate) will assess the employee's performance on a fortnightly basis and prepare a progress report on the employee's performance. The employee must be given the opportunity to provide comments on the assessment progress report.

STEP 3 At the end of the two month period, the assessing officer will forward to the Human Resources Manager an assessment of whether the employee has met the expected standard of performance, together with the progress reports and any other relevant documentation.

STEP 4 If the employee has met the expected standard of performance at the end of the 2 month period, no further action will be taken.

STEP 5 If performance fails to meet the expected standard at the end of the two month period, the Human Resources Manager will write to the employee asking him or her to show cause within seven days as to why his or her employment should not be terminated.

STEP 6 The Director Human Resources will then decide whether:

- the employee's employment be terminated; or
- take some other action, including reassignment of duties or reduction in classification.

75.3. If an employee is reduced in classification without consent, the employee may apply to the Commissioner for a review of that decision. It is expected that an employee would make such an application within 14 days of the notice of reduction on the ground that he or she met the expected standard of performance and/or there was a serious defect in the application of the above procedure.

75.4. Such applications are not applications for review of action under Part 5 of the Public Service Regulations. If an employee wishes to make an application for review of action under those Regulations they may do so at any time, in which case any review under the provisions of this clause will lapse and the notice of reduction will take effect immediately or one month after the date of the original decision, whichever is the later.

- 75.5. A notice of reduction takes effect after four weeks unless the employee makes an application under clause 75.3. Where an employee seeks a review under these provisions, the reduction takes effect on the day the review is dismissed or withdrawn or four weeks after the notice is issued, whichever is the later. In the event of a review, the employee will remain in his or her current job pending a decision.
- 75.6. An employee who seeks a review of a notice of reduction under these provisions must submit a statement in support of that review to the Commissioner within three weeks of the issue of the notice of reduction.
- 75.7. The Commissioner may appoint a person from outside the employee's work area to undertake the Review. This person will make a recommendation to the Commissioner who shall decide to confirm or revoke the notice of reduction.
- 75.8. The review will be finalised within four weeks from the date of lodgement of the application.
- 75.9. If the review is successful, the notice of reduction is revoked without detriment to the employee.
- 75.10. Where a review has been completed under these provisions and the employee subsequently seeks further review under Part 5 of the Public Service Regulations of a decision to reduce his or her classification the Commissioner may adopt the proceedings and outcomes of the review conducted under the preceding provisions for the purposes of Regulation 5.27.
- 75.11. While recognising that the procedures outlined in clause 75.2 are not formal legal proceedings, an employee may be accompanied by a person of his or her choice (eg a union representative or another employee) at any stage of the procedures to provide support and guidance.
- 75.12. The procedure outlined in clause 75.2 is not to be used for disciplinary or invalidity reasons.

## **76. MISCONDUCT**

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

## **SECTION L – WORK ENVIRONMENT**

### **77. OCCUPATIONAL HEALTH AND SAFETY**

- 77.1. ComSuper is committed to providing employees with a safe and healthy workplace in accordance with the provisions of the *Occupational Health and Safety Act 1991*.
- 77.2. ComSuper recognises the importance and value of focusing on prevention of workplace injuries and illnesses through the identification and removal of hazards and potential hazards.
- 77.3. ComSuper will monitor and review, in consultation with all employees, existing occupational health and safety strategies, policies and procedures on an ongoing basis.
- 77.4. Occupational health and safety issues will be a standing agenda item for all ComSuper Workplace Relations Committee meetings.

### **78. ENERGY AND ACCOMMODATION**

- 78.1. The parties to the Agreement agree to jointly consider, develop and promote initiatives which will result in reductions in energy usage and waste generation and more efficient use of floor space.

### **79. EYESIGHT AND HEARING**

- 79.1. ComSuper will continue to provide eye sight testing and, where appropriate, hearing testing for employees in accordance with the existing ComSuper ***Eye Sight Testing and Hearing and Headset Policies***.
- 79.2. The reimbursement rate for spectacles will be :
- \$100 for monofocal spectacles; and
  - \$200 for bifocal or multifocal spectacles.
- 79.3. There will be a review of the above rates annually.

### **80. HEALTH INITIATIVES**

- 80.1. ComSuper will encourage healthy lifestyles amongst its employees, with a particular focus on health factors that may assist in reducing absenteeism and increase/encourage productivity.
- 80.2. ComSuper will, by January 2009, develop a Health and Well Being Program arranging for appropriately qualified health experts to present information or other sessions to employees on a range of health issues. Employees attending these sessions will do so in their own time.
- 80.3. ComSuper will reimburse employees up to \$200 each per annum if they:
- a) undertake an approved health program as agreed by the Commissioner or Delegate such as quit smoking, stress management etc.; and/or
  - b) join, or renew their membership in, a health/fitness club; and/or
  - c) attend a majority of sessions that comprise the Health and Wellbeing Program as per clause 80.2.
- 80.4. ComSuper will arrange for voluntary flu vaccinations on an annual basis, or as recommended by an appropriate authority. ComSuper will contribute half of the cost of these vaccinations with the employee paying the other half.

- 80.5. ComSuper will arrange, subject to a satisfactory level of participation by employees, for voluntary health checks by an appropriately qualified authority. Annual health checks will be arranged.
- 80.6. ComSuper will, to assist in encouraging better health and participation in team activities, provide financial assistance for teams or groups towards registration, outfits, kits etc. The maximum contribution over the life of this Agreement will be \$5,000 with a maximum contribution to any individual team or group of \$350 and all applications will be subject to approval of the Commissioner or Delegate. All teams or groups must comprise ComSuper employees or represent ComSuper with the majority of participants in each team or group being ComSuper employees.

## **81. EMPLOYEE ASSISTANCE PROGRAM**

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

## **SECTION M - RESIGNATION**

### **82. RESIGNATION**

#### **Ongoing Employees**

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

#### **Non Ongoing Employees**

- 82.3. A non-ongoing employee may terminate his or her employment contract before the end of the period of engagement by giving the Commissioner or Delegate at least 14 days notice. If such notice is not given the Commissioner or Delegate may deduct an amount in lieu from any final monies owing.
- 82.4. The Commissioner or Delegate has the discretion to agree to a shorter period of notice or waive the requirement to give notice. At the instigation of the Commissioner or Delegate, 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 N – REDEPLOYMENT AND REDUNDANCY**

### **83. GENERAL**

- 83.1. The following provisions only apply to ongoing employees below SES classifications, not on probation.
- 83.2. Throughout the application of the following provisions of this Section, the Commissioner 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.

### **84. EXCESS EMPLOYEE**

- 84.1. 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 Commissioner or Delegate has determined that these provisions will apply to that employee.

### **85. ADVICE AND INFORMATION PROVIDED**

- 85.1. The consultation processes outlined in this Section of the Agreement are to be read in conjunction with ComSuper's **Potentially Excess Employee** Policy.
- 85.2. When the Commissioner is aware that an employee(s) is likely to become excess, the Commissioner will at the earliest practicable time advise the employee(s) of the situation.
- 85.3. Discussions with the potentially excess employee(s) (or where an employee so requests, with the employee's representative as well) will consider:
- a) measures which might be taken to reduce the incidence of an employee becoming excess;
  - b) redeployment opportunities for the employee(s) concerned, including identifying whether the employee(s) seek/s redeployment; and
  - c) whether voluntary retrenchment might be appropriate and whether the employee(s) want/s to be offered voluntary retrenchment.
- 85.4. The discussions will take place over such time as is reasonable but should be concluded within one month of commencement.
- 85.5. The Commissioner may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess. The Commissioner will not advise an employee that he or she is excess until the discussions referred to in clause 85.3 have occurred.
- 85.6. Where 15 or more employees are likely to become excess, the Commissioner will comply with the relevant provisions of the *Workplace Relations Act 1996*.

## **86. VOLUNTARY REDUNDANCY**

- 86.1. Where the Commissioner invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The Commissioner 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).
- 86.2. Within that month the employee must be provided with information on:
- a) the amount of his or her severance pay;
  - b) pay in lieu of notice and paid up leave credits;
  - c) the amount of his or her accumulated superannuation contributions;
  - d) options open to him or her concerning superannuation; and
  - e) the taxation rules applying to the various payments.
- 86.3. In addition, ComSuper will reimburse the relevant employee up to a maximum of \$330 for any financial and/or career counselling.

## **87. PERIOD OF NOTICE**

- 87.1. Where the employee agrees to be voluntarily retrenched, the Commissioner can approve the employee's retrenchment and upon approval will give notice of termination under s29 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).
- 87.2. Where an employee is retrenched at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

## **88. SEVERANCE BENEFIT**

- 88.1. An employee who accepts an offer of voluntary retrenchment and whose employment is terminated by the Commissioner under s29 of the *Public Service Act 1999* on the grounds that he/she is excess to requirements 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.
- 88.2. 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 with the new employer was made and accepted by the employee before ceasing employment with the preceding 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*.
- 88.3. The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- 88.4. 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.
- 88.5. Subject to clauses 88.1, 88.5 and 88.6, service for severance pay purposes means:

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

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

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

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

## 89. RETENTION PERIOD

89.1. Unless the employee agrees, an excess employee who does not accept an offer of voluntary retrenchment will not have his or her employment terminated under s29 of the *Public Service Act 1999* until the following 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.

89.2. The retention period will commence on the earlier of the following:

- a) the day the employee is advised in writing by the Commissioner that he or she is an excess employee; or
- b) one month after the day on which the Commissioner invites the employee to elect to be retrenched.

89.3. During the retention period the Commissioner:

- 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 his/her previous level for the balance of the retention period.
- 89.4. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
- 89.5. An excess employee will be considered in isolation from, and not in competition with, other applicants for an advertised vacancy in ComSuper at or below the excess employee's substantive classification to which the excess employee seeks transfer.
- 89.6. Where the Commissioner believes there is insufficient productive work available for an excess employee during the retention period, the Commissioner may, with the agreement of the employee, terminate the employee's employment under s29 of the *Public Service Act 1999* and pay the balance of the retention period as a lump sum.
- 89.7. 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 Commissioner refuses to approve it.
- 89.8. 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.

## **90. TERMINATION OF EMPLOYMENT**

- 90.1. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those provided under:
- a) Division 4 of Part 12 of the *Workplace Relations Act 1996*;
  - b) other Commonwealth laws (including the Constitution); and
  - c) at common law.
- 90.2. Termination of, or a decision to terminate employment, cannot be reviewed under the Dispute Resolution Procedures (section O) or the review of action procedures (section P) of this Agreement.
- 90.3. Nothing in this Agreement prevents the Agency Head from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661(1)(c) of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Agency Head for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

## **SECTION O – DISPUTE RESOLUTION**

### **91. DISPUTE RESOLUTION**

- 91.1. The objective of these procedures is the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation. The following procedures are not intended to replace ComSuper's Review of Actions procedures.
- 91.2. Normal Review of Actions mechanisms may be used for the resolution of disputes at the election of the employee.
- 91.3. Where local grievances arise over decisions or actions affecting an employee(s) which have been made by his or her supervisor or manager, it is agreed that every effort will be made to resolve the matter through discussions between the relevant supervisor or manager and the employee(s) concerned.
- 91.4. Where those discussions fail to resolve the matter, an employee(s) may refer the matter to the next level of management for discussion and consideration. In circumstances where the matter relates to the behaviour of the supervisor or manager and it would be inappropriate to discuss the matter at that level, the employee(s) may similarly discuss the matter with the next level of management.
- 91.5. While an employee(s) will make every effort to resolve a disagreement without recourse to third parties, he or she may choose to be accompanied by a person of his or her choice (eg an employee representative or colleague) to provide him or her with guidance and assistance. Where an employee(s) chooses to be accompanied, he or she will inform the immediate supervisor and/or the relevant level of management.
- 91.6. Where disagreements arise over the interpretation or implementation of this Agreement, work will continue while the procedure outlined below is applied. In instances where a genuine safety issue is involved, an employee will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved. More specifically, it is agreed that where such disagreements arise, the following procedures will apply:
- a) the employee(s) (and, if the employee chooses, his or her representatives) will discuss the matter with the immediate supervisor;
  - b) if the matter is not resolved at that level, further discussions will be arranged involving more senior levels of management and, where the employee chooses, the relevant employee representative(s);
  - c) a manager may refer the matter to the appropriate level of management in circumstances where that level of management has been by-passed by the employee(s);
- 91.7. If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace level or through agreed independent mediation, and all agreed steps for resolving it have been taken, the dispute may be referred by either party to the Australian Industrial Relations Commission (AIRC), or such other third party as may be agreed by the parties to the dispute, for resolution by conciliation in the first instance. Where the matter in dispute remains unresolved, the dispute may be referred by either party to the Australian Industrial Relations Commission (AIRC) for arbitration. If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which in the opinion of the AIRC are necessary to make the arbitration effective.
- 91.8. The AIRC may dismiss or refrain from further hearing a matter or part of a matter which in the view of the AIRC is vexatious, or where either or both parties to the dispute have not made genuine attempts to resolve the matter by mediation and/or conciliation.

91.9. Any decision or direction the AIRC makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and as a result of arbitration shall be accepted by the parties as settlement of the dispute and will be complied with, subject to either party exercising a right of appeal against the decision to a Full Bench.

## **SECTION P – REVIEW OF ACTIONS**

### **92. REVIEW OF ACTIONS**

- 92.1. Employees may access both informal and formal processes to resolve a matter in the workplace. These processes complement the Dispute Resolution Procedures in this Agreement and Review of Action provisions in the *Public Service Act 1999*.
- 92.2. Where a matter is raised by an employee for resolution, which is consistent with the issues contemplated by the Review of Actions provisions, then the matter will be dealt with under those provisions rather than the dispute process outlined in clauses 91.1-91.7.
- 92.3. Where a matter is being dealt with under the Review of Actions provisions then it may not be further reviewed under the Dispute Resolution Procedures outlined in clauses 91.1-91.7.

**SECTION Q – SIGNATORIES**

**93. SIGNATORIES**

93.1. By signing below the employer and the Community and Public Sector Union signify their agreement to the terms and conditions of this Agreement.

93.2. Signed for, and on behalf of ComSuper by the Commissioner for Superannuation:

.....

Name: Leo Paul Bator  
Agency: COMSUPER

Date:.....

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

.....

Name:

Date:.....

## COMSUPER SALARY RATES

CLASSIFICATION	INCREMENT POINT	Base rate of pay following 3.4% increase at Commencement of Agreement	1.5% Increase if Corporate KPI is fully met from 1 January 2009*	2% Increase if Corporate KPI is fully met from 1 July 2009*	1.5% Increase if Corporate KPI is fully met from 1 January 2010
APS LEVEL 1	Bottom	36080	36622	37354	37914
	Mid-point	37977	38546	39317	39907
	Top	39878	40476	41286	41905
APS LEVEL 2	Bottom	40834	41446	42275	42909
	Mid-point	43057	43703	44577	45245
	Top	45286	45965	46885	47588
APS LEVEL 3	Bottom	46743	47444	48393	49119
	Mid-point	48605	49334	50321	51076
	Top	50449	51206	52230	53013
APS LEVEL 4	Bottom	51839	52616	53668	54473
	Mid-point	54061	54872	55969	56808
	Top	56282	57126	58268	59142
APS LEVEL 5	Bottom	58394	59270	60455	61362
	Mid-point	60160	61063	62284	63218
	Top	61921	62850	64107	65069
APS LEVEL 6	Bottom	62604	63543	64813	65786
	Mid-point	67257	68265	69631	70675
	Top	71917	72996	74455	75572
EXECUTIVE LEVEL 1	Bottom	80657	81867	83504	84757
	Mid-point	83879	85137	86840	88143
	Top	87101	88408	90176	91528
EXECUTIVE LEVEL 2	Bottom	92109	93490	95360	96791
	Mid-point	97168	98626	100598	102107
	Mid-point 2	104425	105991	108111	109733
	Top	107917	109535	111726	113402

\* PRO-RATA PAY INCREASES APPLY IF CORPORATE KPI IS PARTIALLY MET AS PER CLAUSE 31.1 OF THIS AGREEMENT.