

A photograph of two women in a professional setting. The woman on the left is smiling broadly, showing her teeth, and looking towards the woman on the right. She has long brown hair and is wearing a dark blazer over a dark top, with a chunky silver chain necklace. The woman on the right is seen in profile, also smiling, with dark hair. The background is blurred, suggesting an office or meeting environment.

COMCARE ENTERPRISE AGREEMENT 2016–2019



Australian Government

Comcare

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SECTION A—SCOPE

TITLE

1. This Agreement shall be known as the Comcare Enterprise Agreement 2016–2019.

PURPOSE

2. The purpose of this Agreement is to outline the terms and conditions of employment for employees covered by this Agreement.

COVERAGE

3. This Agreement applies to all non-SES employees within Comcare employed under the *Public Service Act 1999*.
4. This Agreement covers:
 - a) the Chief Executive Officer of Comcare on behalf of the Commonwealth of Australia; and
 - b) all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement (in accordance with clause 3).

OPERATION OF AGREEMENT

5. This Agreement will come into operation seven days after it is approved by the Fair Work Commission. The nominal expiry date is three years from the date of commencement.

DELEGATIONS

6. The Chief Executive Officer may delegate any or all of his or her powers and functions under this Agreement and may do so subject to conditions.

SUPPORTING GUIDELINES AND POLICIES

7. The operation of this Agreement is supported by Comcare policies, procedures, and guidelines. Any policies, procedures and guidelines referred to in this Agreement are not incorporated into, and do not form part of, this Agreement.
8. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
9. Comcare and its employees agree that these supporting policies, procedures and guidelines will be available to all employees and will be updated as necessary following reasonable consultation

SECTION B—WORKING TOGETHER

WORKING TOGETHER

10. Comcare will facilitate a consultative forum known as Working Together for the life of the Agreement.
11. Further information can be found in Comcare's Working Together Guidelines.

SUPPORT PERSON

12. In any matter arising under this Agreement, an employee may have a person, of their choice, support them, and all relevant persons will deal with any such support person in good faith.

CONSULTATION

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

Major change

14. For a major change referred to in sub-clause 13a):
 - a) Comcare must notify the relevant employees of the decision to introduce the major change; and
 - b) Sub-clauses 15 to 21 apply.
15. The relevant employees may appoint a representative for the purposes of the procedures in this term.
16. If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;Comcare must recognise the representative.
17. As soon as practicable after making its decision, Comcare must:
 - a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures Comcare is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
18. However, Comcare is not required to disclose confidential or commercially sensitive information to the relevant employees.
19. Comcare must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

20. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clause 14a) and clauses 15 and 17 are taken not to apply.
21. In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of Comcare's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

22. For a change referred to in sub-clause 13b):
- a) Comcare must notify the relevant employees of the proposed change; and
 - b) Sub-clauses 23 to 27 apply.
23. The relevant employees may appoint a representative for the purposes of the procedures in this term.
24. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- Comcare must recognise the representative.
25. As soon as practicable after proposing to introduce the change, Comcare must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what Comcare reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that Comcare reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
26. However, Comcare is not required to disclose confidential or commercially sensitive information to the relevant employees.
27. Comcare must give prompt and genuine consideration to matters raised about the change by the relevant employees.
28. In this term:
- "relevant employees" means the employees who may be affected by a change referred to in clause 13.

DISPUTE SETTLEMENT PROCEDURES

29. If a dispute relates to:
- a) a matter arising under the agreement; or
 - b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
30. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
31. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
32. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
33. The Fair Work Commission may deal with the dispute in two stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

34. While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by Comcare to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
35. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

SECTION C— REMUNERATION

PAY INCREASES

36. With effect from commencement of this Agreement, all employees will receive a three per cent pay increase.
37. With effect from 12 months after commencement of this Agreement, all employees will receive a two per cent pay increase.
38. With effect from 24 months after commencement of this Agreement, all employees will receive a one per cent pay increase.
39. The new salary rates resulting from the pay increases are set out at Attachment A.

SALARY

40. An employee who commences work with Comcare will normally be paid a salary at the minimum point of the salary range applicable to the classification of the job. However, the Chief Executive Officer may authorise payment of salary above the minimum point in that salary range, having regard to the experience, qualifications and skills of the employee.
41. Where, at the time of engagement, promotion or movement, an employee's salary is set at an incorrect salary point within the applicable salary scale, the Chief Executive Officer may determine (in writing) the payment of the employee's salary at the correct salary point.

Salary on reduction

42. Where an employee agrees, in writing, to temporarily perform work at a lower classification level, the Chief Executive Officer may determine, in writing, that the employee shall be paid a rate of salary applicable to the lower classification for the period specified.
43. Where an employee agrees, in writing, to an ongoing reduction to a lower classification, salary will be determined by the Chief Executive Officer. The appropriate salary point will be determined based on all service at or above the lower classification level.

Loading for casual employees

44. A person who is employed as a casual employee shall be paid 25 per cent loading in lieu of public holidays on which the employee is not rostered to work and all leave entitlements except for:
 - a) two days unpaid carer's leave
 - b) three days unpaid compassionate leave
 - c) unpaid parental leave subject to the conditions under the Fair Work Act
 - d) long service leave.

Salary maintenance

45. At the discretion of the Chief Executive Officer, a person moving to Comcare whose salary in his or her previous APS agency exceeds the current maximum of the relevant classification level in this Agreement, may be maintained on their current salary until such time as his or her salary is absorbed by Comcare pay increases.

Salary advancement

46. An employee will advance by one point within his or her classification level from 1 August in that year, where:
- a) the employee is not already at the highest pay point for his or her classification level; and
 - b) the employee has completed all of the employee requirements of the Performance and Development Framework (PDF); and
 - c) the employee has performed duties at the employee's substantive classification or above, within Comcare, for an aggregate of six months or more, or a shorter period determined by the Chief Executive Officer on a case by case basis, within the PDF cycle ending 30 June in that year; and
 - d) the employee achieved a minimum of a satisfactory performance rating at the end of the PDF cycle.
47. Subject to the approval of the Chief Executive Officer, where an employee's work performance and conduct has been assessed at the highest rating of the PDF, the employee will advance by two pay points from 1 August in that year, subject to the employee satisfying the other eligibility criteria set out in clause 46.
48. Where an employee received an unsatisfactory rating at the end of the PDF cycle ending 30 June in that year, and the Chief Executive Officer determines that the employee has subsequently attained and sustained a satisfactory standard of performance, the employee would from that date, be eligible for salary advancement in accordance with clause 46.

Graduates

49. Comcare Graduates will commence within the Graduate Broadband. The salary will be set by the Chief Executive Officer having regard to the experience, qualifications, skills and pre-promotion salary of the employee.
50. On successful completion of the Graduate Program the Graduate will be advanced to the APS4 classification. The salary of these employees will be the base point of the APS4 classification level unless the Chief Executive Officer determines otherwise.

Trainee APS (Administrative) and Cadet APS

51. Employees recruited as Trainee APS (Administrative) will be paid in accordance with the tables in Attachment A.
52. Upon successful completion of their training requirements, trainees will be allocated the classification of APS1 and paid at the minimum salary point for that classification.
53. Employees recruited as Cadet APS will be paid in accordance with the tables in Attachment A. A book and equipment allowance will be payable at the start of the academic year and at the commencement of the second semester. A full time study allowance will be paid during periods of study leave without pay; this is in addition to any payment for time worked during the academic year. A Cadet APS employee will be advanced to the APS3 classification and paid at the minimum salary point for that classification once their training has been satisfactorily completed.

SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

54. Supported wage rates as set out in Attachment B will apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

PAYMENT OF SALARY

55. The fortnightly rate of pay will be based on the following formula:

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

56. Employees will have their fortnightly salary paid in arrears by electronic funds transfer into an eligible financial institution account of their choice.

SALARY PACKAGING

57. An employee may choose to sacrifice part of his or her salary for non-monetary benefits.
58. Any fringe benefits tax and administrative costs incurred as a result of the use of a salary packaging arrangement will be met by the employee. An employee who participates in a salary sacrifice arrangement will have his or her salary for all other purposes calculated as if the salary sacrifice arrangement had not been entered into.

SUPERANNUATION

59. The default fund for Comcare is the Public Sector Superannuation Accumulation Plan (PSSap). The employer contribution for PSSap will be based on the employee's fortnightly contribution salary. The amount of PSSap employer contribution will be 15.4 per cent.
60. An employee may choose any approved superannuation fund as long as the fund can accept employer contributions by electronic funds transfer using a file generated through the Comcare payroll system. If an employee chooses a superannuation fund other than PSSap, the amount of the employer contribution will be equivalent to that applying to the PSSap. Any fees associated with electronic funds transfer will be borne by Comcare.
61. For employees who take paid or unpaid parental leave (which includes maternity, maternal, adoption, foster carer's and supporting partner leave), employer contributions will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme.

HIGHER DUTIES ALLOWANCE ARRANGEMENTS

62. Where an employee is assigned, in writing, to temporarily perform duties of a higher classification higher duties allowance will be paid. This would normally be paid at the base rate of the higher classification.
63. The Chief Executive Officer may direct that the employee be paid a salary at a pay point above the base rate on the basis of the employee's relevant skills and experience, and previous periods of temporary performance.

Recognition of service for HDA purposes

64. An employee will qualify for pay point advancement at a higher classification subject to the salary advancement rules, clauses 46-48. Where an employee has attained a higher pay point in accordance with clause 63, the employee will retain that pay point for future duties at the higher classification level.

Recognition of HDA for pay point allocation on promotion

65. Subject to the service being recognised for higher duties allowance purposes in accordance with clause 64, an employee who is promoted to a new classification level will have included, for the purpose of establishing eligibility for advancement to the next higher pay point in the employee's new classification, any previous period during which the employee was directed, in writing, to perform duties of that higher (or a higher) classification temporarily, or its equivalent.
66. Further information can be found in Comcare's Remuneration Guidelines.

TRAVEL

- 67. Comcare's arrangements for domestic and overseas travel on official duty are designed to ensure that employees are not out of pocket for reasonable costs incurred for accommodation, meals and incidentals while travelling for work purposes.
- 68. The flexible working arrangements provisions of this Agreement will be used for work related travel. Overtime entitlements will not apply to travel undertaken within the bandwidth specified in clause 211. Overtime payments will only be paid where an employee is directed to travel outside the bandwidth.
- 69. Further information can be found in the Comcare Travel Policy.

Domestic travelling arrangements and allowances

- 70. Where an employee is required to travel within Australia for work purposes and stay away from home overnight, reasonable costs incurred by the employee for accommodation, meals, transport and minor expenditure will be paid or reimbursed by Comcare.
- 71. The Chief Executive Officer may, from time to time, determine maximum amounts of expenditure that are considered to be reasonable for different locations within Australia.

International travelling arrangements and allowances

- 72. Where an employee is required to travel overseas on official business, the employee is entitled to use business class air travel (or recognised equivalent). Where the journey involves travelling time of more than 12 hours, the employee will be entitled to a rest period not exceeding:
 - a) 48 hours in respect of travel to Europe, the Middle East, Africa, the Americas or the West Indies; or
 - b) 24 hours in any other case.
- 73. Where an employee becomes ill while travelling overseas on official business, the costs of treatment will be met by Comcare subject to the provision of satisfactory evidence of illness. Further information can be found in the Comcare Travel Policy.

Reimbursement of fares

- 74. Where an employee becomes critically or dangerously ill while he or she is travelling on official business and a member of the employee's immediate family travels to visit the critically or dangerously ill employee, Comcare will where requested by the employee and subject to the provision of satisfactory evidence of illness, reimburse the employee an amount equal to the reasonable travel costs incurred by the relative.

Child and family care costs

- 75. Where an employee is directed to travel away from his or her normal location for business purposes, Comcare will reimburse, upon production of receipts, the reasonable expenses arising from additional child or other domestic care arrangements made necessary as a result of this travel.

Motor vehicle allowance

- 76. Where the Chief Executive Officer authorises an employee to use a private car owned or hired by the employee at his or her own expense for official purposes, the employee will be entitled to receive a motor vehicle allowance of 75 cents per kilometer, capped at the cost of the lowest practical fare of the day of travel.

Relocation assistance

77. Where an employee is required to work in a different geographic location for a period of three weeks (i.e. 21 days) or less, the provisions of clauses 70 to 76 will apply.
78. Where an employee is required to work in a different geographic location for a period in excess of three weeks from the day on which he or she commences work at the new location, the Chief Executive Officer will determine a package of assistance, following discussion with the employee, to meet reasonable additional costs incurred as a result of the employee being relocated.

LOSS AND DAMAGE TO PERSONAL EFFECTS

79. The Chief Executive Officer may reimburse an employee for loss or damage to clothing or personal effects that are incurred in the course of his or her work.

OVERTIME

80. The flexible working hours provisions of this Agreement will normally be used to meet operational requirements within the bandwidth specified in clause 211.
81. An Executive Level employee is not eligible for overtime unless this is approved by the Chief Executive Officer.
82. Overtime is only payable for work performed at the direction of the Chief Executive Officer outside the business hours specified at clause 205.
83. For part-time employees overtime is payable for work performed at the direction of management in excess of the employee's agreed or specified hours of work.
84. Overtime will be paid at the following rates:
- > Monday to Saturday
 - time and one half for the first three hours
 - double time after the first three hours
 - > Public holidays
 - double time and one half which includes any payment for the employee's ordinary hours on the public holiday
 - > Sunday
 - double time.
85. At an employee's request, and with the agreement of the employee's manager, overtime entitlements can be taken as time off in lieu of an overtime payment. Time off in lieu will be calculated based on the overtime rates at clause 84 and will be recorded in accordance with clauses 207 and 208.

Child and family care costs incurred by overtime

86. Where an employee is directed to work overtime with less than 24 hours' notice, Comcare will reimburse reasonable expenses arising from additional child or other domestic care arrangements made necessary as a result of this overtime.

Rest relief after overtime

87. Where an employee works overtime he or she will be entitled to an eight hour break plus reasonable travelling time before recommencing work without incurring any loss of pay. Where this break is not possible due to operational requirements, the employee will be paid overtime at the rate of double time for all work until the employee has had an eight hour break from work.

Emergency overtime

88. Where an employee is called into the workplace or another location to meet an emergency outside the bandwidth of hours specified in this Agreement, overtime will be paid at double time or double time and one half on public holidays and will include any time necessarily spent in travelling to and from the work site.

Minimum payments for overtime requiring a return to duty

89. Where an employee is required to perform overtime which is not continuous with his or her normal hours of duty, the minimum overtime payment for each attendance for overtime duty will be four hours. This provision does not apply to overtime that is in association with payment of restriction allowance.

RESTRICTION ALLOWANCE

90. Where the Chief Executive Officer directs an employee to be contactable and available to work for a specified period outside the span of hours 8:30am to 5:00pm, the employee will be paid a Restriction Allowance at the rates set out in clause 92.
91. Where the Chief Executive Officer directs an Executive Level employee to be contactable and available to work for a specified period outside the span of hours 8:30 am to 5.00pm, the Executive Level employee will be paid a restriction allowance at the rates set out in clause 92 calculated at the maximum pay point of the APS6 level.
92. Payment will be based on a rate of:
- a) 7.5 per cent of the employee's hourly rate of salary for each hour restricted Monday to Friday
 - b) 10 per cent of his or her hourly rate of salary for each hour restricted on weekends
 - c) 15 per cent of his or her hourly rate of salary for each hour restricted on public holidays.
93. An employee is not paid restriction allowance during a period in which they are in receipt of overtime payment.
94. Notwithstanding anything else in this Agreement, the minimum overtime for an employee who would otherwise be paid a restriction allowance but for the overtime is:
- a) one hour at the overtime rates set out in clause 84 where the employee is not required to attend the workplace
 - b) three hours at the overtime rates set out in clause 84 where the employee is required to attend the workplace or another location.
95. Further information can be found in Comcare's Restriction Guidelines.

SECTION D—LEAVE ARRANGEMENTS

RECOGNITION AND PORTABILITY OF LEAVE

96. Where an employee joins Comcare from an employer staffed under the Public Service Act, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual leave and personal/carer's leave (however described) will be transferred or recognised, provided there is no break in continuity of service. An employee who on commencement would have a personal/carer's leave credit less than 10 days through this provision will have their personal/carer's leave balance adjusted to 10 days.
97. Prior service with organisations where the employee was previously employed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, or from the ACT Government Service where there has been a break in service, may be recognised for personal leave purposes if the break in service is not more than two calendar months.

ANNUAL LEAVE

98. A full-time employee is entitled to 20 working days paid annual leave for each completed year of service, accruing daily and credited daily.
99. Pro-rata adjustments to annual leave credits will be made for part-time employees and for periods of leave without pay which do not count as service.
100. The taking of annual leave is subject to approval of the Chief Executive Officer, and the employee having available credits. Approval of the leave will not be unreasonably withheld.
101. An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1988* (SRC Act) for more than 45 weeks accrues annual leave credits on a pro-rata basis based on the hours worked.

Half pay annual leave

102. The Chief Executive Officer may approve an employee request for annual leave at half pay noting that annual leave credits will only be deducted at half the duration.

Direction to take annual leave

103. Where an employee has more than eight weeks (or the pro-rata equivalent for a part-time employee) of annual leave credits, the Chief Executive Officer may require the employee to take a period of annual leave of up to one quarter of the leave credits held at that time. Where the employee and the Chief Executive Officer are unable to agree on the timing of the leave to be taken, the Chief Executive Officer may specify when the leave is to be taken as long as the employee is provided with at least four weeks' notice.

Annual leave cash out

104. An employee may cash out an amount of annual leave provided that they have taken at least 15 days annual leave in the previous 12 months and the cashing out would not result in the employee's remaining accrued entitlement to annual leave being less than four weeks. Each election to cash out leave must be made in a written agreement between the employer and employee.
105. Where an employee cashes out accrued annual leave they must be paid the full amount that would have been payable to the employee had the employee taken the leave.

Cancellation of annual leave

- 106. The Chief Executive Officer may cancel a period of annual leave before or after it has commenced, but will not unreasonably do so.
- 107. Where an employee has reasonably incurred costs as a result of the Chief Executive Officer cancelling a period of annual leave that are not otherwise recoverable, the employee will be reimbursed those costs.

Payment on cessation of employment

- 108. An employee will be paid the value of any unused annual leave held by the employee at cessation of employment except where the leave is transferred to another APS, Parliamentary or ACT Government agency.

PURCHASED LEAVE

- 109. The Chief Executive Officer may approve a request for an employee to purchase up to four weeks additional leave per year.
- 110. Employees who elect to purchase leave will have an amount deducted from their annual salary, equal to the value of the leave which will be reflected in their fortnightly salary.
- 111. Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes continues to be their full-time salary.
- 112. A request to purchase leave will not be approved if an employee has in excess of 40 days accumulated annual leave.
- 113. Purchased leave must be used during a 12 month period starting from the commencement of approval to purchase additional leave.

CAREER INTERVAL LEAVE

- 114. At the approval of the Chief Executive Officer, an employee may allocate 20 per cent of their annual salary, over four years, to a personal Career Interval Leave fund. After four years, the employee will be granted one year's paid absence at the rate of 80 per cent of normal salary.
- 115. Whether, or not, such leave counts as service and other conditions imposed on the leave is dependent on the purpose for which the leave is used, i.e. for personal sabbatical or professional development sabbatical.
- 116. Further information can be found in Comcare's Career Interval Leave Guidelines.

PERSONAL/CARER'S LEAVE

- 117. Personal/carer's leave is cumulative but will not be paid out on separation. Personal/carer's leave counts as service for all purposes and is credited in advance of the accrual period.

Personal/carer's leave credits

118. Ongoing employees who have not retained any personal/carer's leave credits under clauses 96 or 97 are entitled to a credit of 20 paid days (or the part time equivalent) personal/carer's leave on commencement and 20 days annually thereafter credited annually on their service anniversary date.
119. Where an ongoing employee has retained personal/carer's leave credits under clauses 96 or 97, the employee is credited with 20 days personal/carer's leave credits 12 months after they last received personal/carer's leave credits with the employee's previous employer and then an additional 20 days credits annually.
120. A non-ongoing employee will, during the first 12 months of service, accrue two days personal/carer's leave credit on commencement, and one and a half days per month of employment after that. This leave accrues progressively and is credited monthly at the beginning of each month. After 12 months of continuous service, the provisions for ongoing employees will apply.
121. An employee who receives compensation under the *Safety Rehabilitation and Compensation Act 1988* for more than 45 weeks accrues personal/carer's leave credits on a pro-rata basis based on the hours worked.
122. Where during an accrual period an employee has been absent, on leave without pay which does not count as service, for more than 30 calendar days, the employee's next accrual is deferred by one day for each day's absence inclusive of the initial 30 days.

Access to personal/carer's leave

123. Paid personal/carer's leave shall be available to an employee when he or she is absent:
- (i) due to personal illness or injury
 - (ii) for the purposes of providing care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of
 - (a) a personal illness, or injury, of the member
 - (b) an unexpected emergency affecting the member
124. The taking of all personal/carer's leave is subject to approval of the Chief Executive Officer. An employee must advise his or her manager as soon as reasonably practicable of his or her absence or his or her intention to be absent.
125. No more than two consecutive days of personal/carer's leave may be taken without appropriate evidence.
126. The maximum number of days of personal/carer's leave that may be taken without evidence of illness or injury between annual credits of personal/carer's leave is seven days.
127. Where reasonable grounds exist, the Chief Executive Officer may at any time require that an employee provide evidence of illness or injury for any period of personal/carer's leave. Reasonable grounds may include where a pattern of absence is identified or further evidence or information is needed on the circumstances underlying the taking of personal /carer's leave.

Anticipation of personal/carer's leave credit

128. If an ongoing employee or non-ongoing employee with 12 months' service has exhausted his or her personal/carer's leave credits, the Chief Executive Officer may allow the employee to anticipate and deduct from up to 10 days of the following year's personal/carer's leave credits.

Personal/carer's leave without pay

129. The Chief Executive Officer may grant personal/carer's leave without pay to an employee in other circumstances where the employee has no paid personal/carer's leave credits available.

Maximum continuous personal/carer's leave

130. There is no limit to the maximum continuous amount of personal/carer's leave which may be granted subject to available credits, acceptable evidence and, if required, the opinion of a medical practitioner nominated by Comcare.
131. A period of leave without pay granted in accordance with clause 129 does not count as service for any purpose, except long service leave.

COMPASSIONATE LEAVE

132. An employee is entitled to per occasion:
- (i) two days paid compassionate leave to spend time with an immediate family or household member who is suffering from a life threatening illness or injury; and
 - (ii) three days paid compassionate leave following the death of an immediate family or household member.

COMMUNITY SERVICE LEAVE

133. An employee is entitled to leave for the purposes of engaging in eligible community service activities including jury service and voluntary emergency management activities as defined in the *Fair Work Act 2009* (s109).
134. Employees who are members of a state emergency service, firefighting service, search and rescue unit or volunteer organisation that responds to an emergency call by an appropriate authority are able to access paid leave for that purpose including rest and recuperation time after such duty. Employees may be required to provide supporting documentation. Leave with pay will be granted for any period of jury service.
135. Employees will be entitled to unpaid leave to undertake emergency service duties for purposes of training and ceremonial duties.
136. Employees must provide reasonable notice and may be required to provide supporting documentation.

Employee access to personal/carers, compassionate or community service leave while on annual leave or long service leave.

137. An employee may apply for paid leave for personal/carer's, compassionate or community service purposes for any period while on annual leave or long service leave. Subject to the provision of appropriate documentary evidence, this leave may be granted to the employee. A reduction of annual leave or long service leave credit for the employee for a period of the personal/carer's, compassionate or community service leave granted under this clause will be re-credited.

INVALIDITY RETIREMENT

138. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's personal/carer's leave credit is exhausted except as otherwise provided by legislation.
139. If a person, after retirement on invalidity grounds, is re-engaged because of action taken under section 75 of the *Superannuation Act 1976*, the person will be credited on re-engagement with the personal/carer's leave at his or her credit immediately before the termination of his or her employment.

WAR SERVICE SICK LEAVE

140. Employees may be eligible to be granted war service sick leave while unfit for duty because of a war or Defence caused condition.
141. A war-caused condition means an injury or disease of an employee that has been determined under the relevant legislation to be war-caused or Defence-caused.
142. Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
143. Further information can be found in Comcare's *Leave Guidelines*.

MISCELLANEOUS LEAVE—WITH AND WITHOUT PAY

144. An employee may access miscellaneous leave with pay for:
- a) Up to two days per calendar year to take part in activities associated with their culture, religion or ethnicity;
 - b) Up to two days per calendar year to undertake volunteer work with a registered community organisation or school.
145. In addition to the circumstances described in clause 144, miscellaneous leave may be granted as determined by the Chief Executive Officer:
- a) for the period requested or for another period
 - b) with or without pay
 - c) if the leave is without pay, to count as service or not count as service
 - d) subject to conditions.

NAIDOC Week leave

146. Aboriginal and Torres Strait Islander employees are entitled to five days paid miscellaneous leave each year to participate in NAIDOC Week activities or other cultural or ceremonial events.
147. Further information can be found in Comcare's *Leave Guidelines*.

LEAVE FOR DEFENCE RESERVE SERVICE

148. An employee may be granted leave (with or without pay) to enable the employee to fulfill Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
149. An employee is entitled to Defence Reserve Leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
150. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
151. Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.
152. Irrespective of the preceding provisions, employees who are members of the Defence Reserve may also apply for annual leave, long service leave or flex leave for Defence Reserve purposes.

MATERNITY, ADOPTION, FOSTER CARER'S AND SUPPORTING PARTNER LEAVE

Maternity and maternal leave

153. Eligible employees can access maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (Maternity Leave Act).
154. An employee who is entitled to paid leave under the Maternity Leave Act is also entitled to two weeks of paid maternal leave, to be taken immediately following the first 12 weeks of maternity leave.

Adoption leave

155. An employee is entitled to up to 14 weeks paid adoption leave where:
 - a) the employee has at least 12 months continuous service in the APS; and
 - b) the employee is the primary caregiver for the adopted child; and
 - c) the child has not lived with the employee for a continuous period of six months or more prior to the day of placement, or the proposed day of placement, of the child; and
 - d) the child is not a child or step child of the employee or the employee's partner, unless that child has not been in the custody and care of the employee or the employee's partner for a significant period; and
 - e) documentary evidence of approval for adoption must be submitted when applying for leave.
156. Adoption leave is available from one week prior to the date of placement of a child and must be taken within eight weeks of the child being adopted. Adoption leave with pay counts as service for all purposes.
157. Further information can be found in Comcare's *Leave Guidelines*.

Foster carer's leave

158. The provisions of clause 155 and 156 will also apply to long term (more than 12 months) formal fostering arrangements.

Access to maternity, adoption, and foster carer's leave

159. Employees who are eligible for paid maternity, maternal, adoption, and foster carer's leave may elect to have the payment spread over a period of up to 28 weeks at half normal salary. Where payment is spread over a greater period, only the first 14 weeks of the leave period will count as service.
160. An employee is unable to access personal leave while on these types of leave.
161. Where one of these types of leave is taken over a period that includes public holidays or Christmas shutdown, the leave is inclusive of those days. The leave will not be extended by the equivalent amount of those days.
162. Where an employee returns to work after a period of maternity, maternal, parental, adoption or foster carer's leave, the employee will be assigned to the duties previously performed or to alternative duties where appropriate to the employee's skills and classification.
163. In accordance with the FW Act, an employee returning to work from parental leave types, may request flexible working arrangements for the care of a child who is of school age or younger.
164. Where an employee returning from parental leave types, and who is the primary caregiver of the child, requests to work part time hours, the request will not be refused up until the child has reached school age. This provision is subject to a minimum of 15 hours worked per week following a transitional period of up to one month to be negotiated between the employee and their manager.
165. Where the returning employee seeks part time employment, the employee's previous duties must be considered for conversion initially.

Supporting partner leave

- 166. An employee whose partner gives birth, adopts or fosters a child will be entitled to two weeks of full pay supporting partner leave immediately following the birth, adoption or fostering of a child.
- 167. Employees who are eligible for paid supporting partner leave may elect to have the payment spread over a period of four weeks at half normal salary.
- 168. Paid supporting partner leave counts as service for all purposes.
- 169. Documentary evidence must be provided when applying for supporting partner leave.

Unpaid parental leave

- 170. To enable an employee to care for a new born child, or a newly adopted or newly fostered child under sixteen years of age, an employee is entitled to up to 52 weeks of unpaid parental leave. An employee who takes unpaid parental leave may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period (in accordance with section 76 of the *Fair Work Act 2009*).

PUBLIC HOLIDAYS

- 171. Employees are entitled to the following public holidays:
 - i. 1 January, New Year's Day
 - ii. 26 January, Australia Day
 - iii. Good Friday and the following Monday
 - iv. 25 April, Anzac Day
 - v. In each state, the day observed to celebrate the anniversary of the Sovereign
 - vi. 25 December, Christmas Day
 - vii. 26 December, Boxing Day
 - viii. any other day as declared by or under a law of the state or territory to be observed generally within that state or territory, or a region of the state or territory, as a public holiday by people who work in that state or territory or that region.
- 172. If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is that public holiday.
- 173. The Chief Executive Officer and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 174. An employee, who is absent on a day or part-day that is a public holiday in the place where an employee is based for work purposes, is entitled to be paid for the day or part day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 175. Where a public holiday falls during a period when an employee is absent on leave (other than annual or personal/carer's leave), there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay).

Christmas Closedown

176. All Comcare offices will close for normal business purposes from close of business on the last working day before Christmas, with business resuming on the first working day after 1 January.
177. Employees will not be required to take leave for this period and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave on both sides of the close down, payment for the close down period will be in accordance with the entitlement for that form of leave (e.g. long service leave half pay, payment will be half pay). On call and other arrangements to cover urgent business will be maintained over this period.
178. The former public service holiday (which was observed on the next normal working day after the Boxing Day holiday), will continue to be treated as a public holiday for the purpose of calculating working hours, overtime and restriction allowance.

LONG SERVICE LEAVE

179. An employee will be eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
180. The minimum period for which long service leave will be granted is 15 calendar days. A period of long service leave cannot be broken by other periods of leave, a weekend or a public holiday, except as otherwise provided by legislation.

SECTION E— PERFORMANCE DEVELOPMENT

PERFORMANCE AND DEVELOPMENT FRAMEWORK

- 181. The Comcare Performance and Development Framework (PDF) applies to all Comcare employees covered by this Agreement. They are required to have a current and up-to-date performance plan.
- 182. All employees receive a performance rating at the end of the performance cycle which will reflect their performance and contribution to achievement of organisational goals.
- 183. Further information can be found in Comcare's *Performance and Development Framework*.

LEARNING AND DEVELOPMENT

- 184. Comcare is committed to providing training and other learning and development opportunities for staff. Comcare recognises the importance of building individual and organisational capability to support Comcare to achieve outcomes.
- 185. Learning and development needs are identified and prioritised through Comcare's workforce planning process at the organisational level and include a range of options to support building:
 - a) core capabilities common to all staff such as writing skills, customer service
 - b) supporting capabilities that are related to different job functions and roles undertaken by Comcare staff such as policy development
 - c) technical skills that may be required for specific job roles such as legislative training
 - d) continuing professional development.
- 186. All Comcare employees are required to develop an individual learning and development plan as part of their performance plan. Further information can be found in the Comcare *Performance and Development Framework*.

Studies assistance

- 187. Comcare will provide a centrally funded and administered studies assistance program.
- 188. The financial delegate may approve reimbursement of study fees up to an amount of \$4000 per year, subject to the successful completion of the approved course of study. Additional financial assistance above this limit may be approved by the Chief Executive Officer.
- 189. Further information can be found in Comcare's *Studies Assistance Policy and Procedure*.

Professional Memberships

- 190. Where it is a mandatory requirement of a role for an employee to be a member of a professional organisation, Comcare will pay the fees associated with maintaining the membership.
- 191. Where an employee and their manager identify membership to a professional organisation as a development opportunity through the employee's performance plan, Comcare may pay the fees associated with that membership.

PERFORMANCE IMPROVEMENT

192. When a manager identifies that an employee's performance is not meeting required standards, the manager will provide the employee with clearly defined performance measures including details of the required standards, how the employee is not yet meeting these standards and how the employee's performance will be assessed. The manager and the employee will work cooperatively to assist the employee to attain and sustain the standards required. This may include the provision of coaching, counselling and learning and development assistance to improve performance.

MANAGING UNDERPERFORMANCE

193. If after a reasonable period of support, the employee's performance continues to not meet the required standards, a formal underperformance process will commence and the employee will be notified of this in writing.
194. The employee may be supported by a person of their choice during performance improvement and managing underperformance processes and at any meetings that are relevant to these processes.
195. Underperformance will be managed in accordance with the following principles:
- e) applying natural justice principles and giving employees an opportunity to respond to concerns about their performance,
 - f) applying transparent processes to ensure procedural fairness,
 - g) maintaining open, honest and two-way communications at all times,
 - h) taking individual circumstances into account, including relevant health issues.
196. Further information can be found in the Comcare's Performance and Development Framework.

SECTION F—WORKING FLEXIBLY

FLEXIBLE WORKING ARRANGEMENTS

197. If an employee applies to access any of the flexible working arrangement provisions of this Agreement and the request is denied, the manager must provide the employee with a reason for the decision in writing.

Regular part time work

198. A part time employee is one whose regular hours of work are less than 37.5 hours per week, as agreed between the employee and his or her manager.
199. Remuneration and other entitlements for part time employees, including leave, will be calculated as a pro-rata amount unless otherwise required by legislation. For expense related allowances part-time employees will receive the same amount as full-time employees.
200. Part time employees can agree to work outside of their agreed hours and pattern of work. In such instances part time APS 1 to 6 employees will be entitled to flex time provisions.
201. Further information can be found in Comcare's Part-Time Work Guidelines.

Working from home

202. An employee and his or her manager may agree to the employee working from home on either a long term or casual basis. All arrangements are subject to operational requirements being met.
203. Further information can be found in Comcare's Working from Home Guidelines.

Job sharing

204. A manager may approve job sharing arrangements between two or more employees subject to operational requirements and the basis of the employees' applications. The details of any job sharing arrangement will be agreed in writing between the manager and the employees involved.

Business hours

205. Comcare's business hours are between 8.30 am and 5.00 pm Monday to Friday. The bandwidth for normal work for employees using flex time will be from 7.00 am to 7.00 pm Monday to Friday.

Standard hours

206. Standard hours for a full time employee are 8:30 am to 12:30 pm then 1:30 pm to 5:00pm. Part time employees' standard hours are those defined within the contract of employment or the part time work arrangement where applicable.

Recording attendance

207. An employee who works flex time arrangements must record attendance on a flex diary form or in another way approved by Comcare.
208. For all other employees the method of recording attendance is as agreed between the employee and his or her supervisor or, in the absence of agreement, as decided by the supervisor.

Flex time

209. Employees at classification levels up to and including APS 6 are eligible to use the flex time system.
210. The Chief Executive Officer may remove any employee from the flex time system and require the employee to work standard hours where the employee has not complied with his or her obligations under the flex time system.
211. The flex time system includes the following features:
- a) the bandwidth for normal work will be from 7.00 am to 7.00 pm Monday to Friday
 - b) ordinary hours of work for full time employees are 150 hours over a four week period (the 'settlement period'), i.e. an average of 37.5 hours per week
 - c) employees will
 - i. make themselves available for reasonable direction to work outside their agreed pattern of work
 - ii. not be required to work more than five consecutive hours without a break of at least 30 minutes
 - iii. not be required to work more than ten ordinary hours' time on any one day.
 - d) a 37.5 hour maximum flex credit carryover will be permitted to provide employees and managers with more flexibility in deciding when accrued time is able to be taken
 - e) the maximum allowable flex debit will be 10 hours. Hours in excess of this debit will be deducted from an employee's pay except where the manager, as a result of the employee providing evidence of exceptional circumstances, agrees to allow the employee a further settlement period to reduce the debit to 10 hours or less.
212. An employee may only carry over flex credit in excess of 37.5 hours where the manager has expressly agreed to the additional hours worked. Excess flex credit should only occur in exceptional, non-enduring circumstances.
213. Where an employee has excess flex credit the employee and their manager must identify and discuss appropriate action to reduce the flex credit within the next settlement period. In these circumstances employees are entitled to have no reasonable request for flex leave refused and managers are entitled to direct that flex leave be taken.
214. If the manager cannot envisage an opportunity for the employee to use the excess credits in the next settlement period, flex credits exceeding 37.5 hours may be cashed out at ordinary time rates.
215. Further information can be found in Comcare's Flex Time Guidelines.

Unauthorised absence

216. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. When the employee returns to duty, they will revert to standard hours until their manager approves otherwise.

Arrangements for Executive Level employees

217. Full time Executive Level employees are required to work an average of 37.5 hours per week and on occasion are required to work additional or irregular hours to meet work demands. Executive Level remuneration recognises the additional demands which may be placed upon them.
218. Where an Executive Level employee has been required to work additional hours, the employee's manager will provide him or her with reasonable paid time off in lieu of hours worked. This will not be on an hour-for-hour basis.
219. Where an Executive Level employee has been required to work outside the bandwidth specified in clause 211a), he or she will be entitled to an eight hour break plus reasonable travelling time before recommencing work without incurring any loss of pay. Where this break is not possible due to operational requirements the manager will negotiate with the affected employee about appropriate recompense (which may or may not be monetary and may include compensatory time off for employees).

INDIVIDUAL FLEXIBILITY ARRANGEMENT

220. The Chief Executive Officer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of any terms of this Agreement, where the arrangement meets the genuine needs of the employee and Comcare.
221. The Chief Executive Officer must ensure that a flexibility arrangement agreed to under this clause:
- a) is about permitted matters under section 172 of the *Fair Work Act 2009*
 - b) is not an unlawful term under section 194 of the *Fair Work Act 2009*
 - c) results in the employee being better off overall than if no arrangement was agreed to;
 - d) is in writing and includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement, and
 - ii. how the arrangement will vary the effect of the term, and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
 - e) states the day on which the arrangement commences
 - f) is signed by both the employee and the Chief Executive Officer, and, if the employee is under 18, is signed by their parent or guardian;
 - g) is able to be terminated by either the employee or the Chief Executive Officer giving not more than 28 days written notice, or at any time agreement between the employee and Chief Executive Officer in writing; and
 - h) is given to the employee within 14 days after it is agreed to.
222. A flexibility arrangement must be genuinely agreed between the employee and the Chief Executive Officer.

SECTION G—HEALTH AND WELLBEING

HEALTH AND WELLBEING REIMBURSEMENT

223. To support employees with healthy lifestyle choices, the Chief Executive Officer will reimburse eligible employees up to \$300 per financial year to participate in health and wellbeing activities subject to the provision of evidence of the expenditure.
224. For the purposes of clause 223, an eligible employee is:
- a) an ongoing employee
 - b) a non-ongoing employee with at least three months continuous service with Comcare.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

225. Comcare will provide an employee assistance program (EAP) to assist employees and their immediate families should they be experiencing difficulty with work or personal issues. The service is at no cost to employees and their families, is offered through an independent external provider, and is confidential between the employee, family member and the EAP provider.

VACCINATIONS

226. Comcare will provide employees with opportunity to receive a seasonal influenza vaccination at no cost to the employee.

WORKPLACE RESPONSIBILITY ALLOWANCE

227. An allowance of \$27 per fortnight will be paid to employees who are appointed to and have completed the required training or refresher courses to undertake the following workplace responsibility roles:
- a) First Aid Officers
 - b) Chief Emergency and Floor Wardens
 - c) Health and Safety Representatives
228. Employees who are authorised by Comcare to undertake more than one of the above workplace responsibility roles will only receive one payment of the allowance per fortnight.

DEALING WITH LOCAL ACCOMMODATION CHANGES OR BUILDING WORK

229. When a decision is made to undertake construction, building alteration, refurbishment or relocation for a workplace, the Chief Executive Officer may form a workplace accommodation committee to provide recommendations in relation to alteration, refurbishment or relocation. Where an accommodation committee is formed, members may include an employee nominated representative from the work area and the Health and Safety Representative for the relevant Designated Work Group.
230. Where disruption due to construction, building alteration, refurbishment or relocation of a workplace is significant and unavoidable to the extent that it disrupts working arrangements (including the potential to compromise the health and safety of employees) and where this cannot be minimised, including through temporary relocation, the Chief Executive Officer may, taking into account the duration and severity of the disruption, authorise miscellaneous leave with pay or working from home arrangements.

SECTION H—SEPARATION

TERMINATION AT EMPLOYEE'S INITIATIVE

- 231. An employee must give the Chief Executive Officer at least two weeks' notice in writing of their intention to resign or retire.
- 232. If an employee fails to give the required notice Comcare may withhold the amount the employee would have been paid in respect of the period of notice required by clause 231 less any period of notice actually given by the employee.
- 233. The obligation to provide notice by an employee may be waived by the Chief Executive Officer.
- 234. Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

PAYMENTS ON DEATH

- 235. Where an employee dies or is presumed to have died on a particular date, the Chief Executive Officer may authorise payment, to be made to the dependants or partner or the legal representative of the employee, the amount that would have been paid if the employee had ceased employment by resignation or retirement.

SECTION I—REDEPLOYMENT AND REDUNDANCY

COVERAGE

236. These provisions only apply to ongoing APS employees who are not serving a probationary period.

Excess employees

237. An employee is excess if:

- a) the employee is included in a class of employees employed in the agency which class comprises a greater number of employees than is necessary for the efficient and economical working of Comcare
- b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of Comcare or changes in the nature, extent or organisation of the functions of Comcare
- 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 the locality and Comcare has determined that these provisions will apply to that employee.

Notification of potentially excess status (APSLMAP is replaced by generic description)

238. When the Chief Executive Officer is aware that an employee is likely to become excess, the Chief Executive Officer will at the earliest practicable time advise the employee of the situation.

239. Discussions with the potentially excess employee and, where they choose their representatives, will be held to consider:

- a) measures which might be taken to resolve the situation, including redeployment opportunities for the employee within Comcare, at or below the employee's classification level
- b) referral to an appropriate redeployment service provider
- c) whether voluntary redundancy might be appropriate.

240. The Chief Executive Officer may, prior to the conclusion of the discussions set out at clause 239, invite employees who are not potentially excess to express interest in voluntary redundancy, where those redundancies would permit the redeployment of employees who are potentially excess.

Notification of excess status (APSLMAP is replaced by generic description)

241. The Chief Executive Officer will identify the employees who are excess to Comcare's requirements after the discussions referred to in clause 236 have occurred. The period of these discussions will not exceed one month (or lesser period as agreed with the employee) after the Chief Executive Officer has advised the employee under clause 239. The Chief Executive Officer may then immediately advise those employees in writing that they are excess.

242. The Chief Executive Officer will then establish with the identified excess employees which employees will be offered voluntary redundancy immediately and which employees seek redeployment. An employee seeking redeployment will be immediately referred to an appropriate redeployment service provider for assistance.

RETENTION PERIODS

243. Other than when the provisions of clause 252 apply, unless the employee agrees, an excess employee will not have his or her employment terminated until the employee's retention period has elapsed:
- a) for an employee who was an ongoing employee of Comcare on 9 October 2000, and who has remained an ongoing employee of Comcare continuously since that date, the retention period is:
 - i. 13 months where an employee has 20 or more years of service or is over 45 years of age; or
 - ii. seven months for other employees
 - b) For an employee who became an ongoing employee of Comcare after 9 October 2000 the retention period is seven months. An employee, who became an ongoing employee as the result of the filling of a vacancy which had been advertised in the Gazette before 9 October 2000, will be considered to be an ongoing employee for the purposes of sub-clause a).
244. The retention period will commence on the earlier of the following:
- a) the day the employee is advised in writing by the Chief Executive Officer that he or she is an excess employee
 - b) one month after the day on which the Chief Executive Officer invites the employee in writing to accept voluntary redundancy.
245. During the retention period the Chief Executive Officer:
- a) will continue to take all reasonable steps, consistent with the efficient management of Comcare, to assign new duties to an excess employee, at the employee's classification level within Comcare
 - b) assist an excess employee to pursue redeployment opportunities in other APS agencies
 - c) may, with four weeks' notice, allocate a lower classification to the employee where a suitable vacancy at a lower classification level is available
 - d) will continue to consult with an excess employee and, where they choose their representatives throughout the retention period.
246. At the expiration of the retention period, if an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in clause 243 is reduced by the number of weeks' redundancy pay.

Income maintenance

247. Where an excess employee is reduced in classification before the end of the retention period, the employee will continue to be paid at his or her previous classification for the balance of the retention period.
248. Income maintenance payments will include higher duties allowance where the employee has been in receipt of that allowance for a continuous period of 12 months immediately preceding the date on which the employee:
- a) is notified that he or she is excess; or
 - b) receives a notice reducing the employee's classification.
- provided the employee would have continued to perform the duties at the higher classification but for the excess staff situation.

Redeployment assistance

- 249. An excess employee is entitled to reasonable leave with full pay to attend necessary employment interviews.
- 250. An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where they are not met by the prospective employer.
- 251. Where it is necessary as a result of a reassignment of duties for an excess employee to move the employee's household to a new locality, the employee will be entitled to payment or reimbursement of reasonable expenses as if the employee was being promoted.

Early termination during retention period

- 252. Where the Chief Executive Officer believes there is insufficient productive work available for an excess employee within Comcare during the retention period, the Chief Executive Officer may, under section 29 of the *Public Service Act 1999*:
 - (i) with the agreement of the employee, terminate the employment of the employee at any time
 - (ii) subject to clause 253, terminate the employment of the employee without the agreement of the employee.
- 253. The date of effect of a termination of employment under sub-clause 252(ii) cannot be earlier than the day following the day on which the employee has completed a minimum of seven months of his or her retention period.
- 254. Upon termination under clause 252, the employee will be paid a lump sum comprising:
 - a) the balance of the retention period (as shortened for the National Employment Standards) under sub-clause 254(b)) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - b) an additional redundancy payment equal to the amount the retention period was shortened by under 254(a) above (i.e. the National Employment Standards component).

VOLUNTARY REDUNDANCY

- 255. Where the Chief Executive Officer invites an employee in writing to accept voluntary redundancy, the employee will have one month in which to accept the offer. Where the offer is accepted the Chief Executive Officer will not give notice of termination of employment before the end of that period without the agreement of the employee.
- 256. To allow the employee to make an informed decision on whether to accept the offer of voluntary redundancy the employee must be given information on the amount of his or her severance pay, pay in lieu of notice and leave credits; the amount of his or her accumulated superannuation contributions; options open to him or her concerning superannuation; and the taxation rules applying to the various payments (this does not include financial advice).
- 257. An employee who is invited in writing to accept voluntary redundancy will be entitled to a maximum reimbursement of \$770 to seek financial and lifestyle advice.
- 258. The Chief Executive Officer may make an offer of voluntary redundancy to an excess employee within two months of declaring them excess, and, if not already made, will make an offer at the end of that period to an employee who has not been redeployed.
- 259. Only one offer of voluntary redundancy will be made to an excess employee.
- 260. An excess employee who declines an offer of voluntary redundancy will immediately be referred to an appropriate redeployment service provider. An excess employee who does not accept an offer of voluntary redundancy within the one month period will be taken as having declined the offer and will immediately be referred to an appropriate redeployment service provider.

Period of notice

261. Where an employee accepts an offer of voluntary redundancy, the Chief Executive Officer may terminate the employment of the employee by giving the employee written notice of termination of employment under section 29 of the *Public Service Act 1999*. The period of notice will be four weeks (or five weeks for an employee over 45 years of age and with at least two years of continuous service).
262. Where the Chief Executive Officer directs, or the employee requests, the employee may have his or her employment terminated during the notice period. Where the employment is terminated 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.

Redundancy payments

263. An employee who has his or her employment terminated by the Chief Executive Officer under section 29 of the *Public Service Act 1999* as a result of accepting an offer of voluntary redundancy made in accordance with clause 255 is entitled to be paid a sum equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
264. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary and is also subject to any minimum amount the employee is entitled to under the National Employment Standards.
265. The redundancy payment will be calculated on a pro rata basis for any period where an employee has worked part time hours during his or her period of service and the employee has less than 24 years full time service.
266. Subject to clauses 267 to 269, service for severance pay purposes means:
- a) service in Comcare
 - b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) 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
 - 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 engaged as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
267. For earlier periods of service to count as service for severance pay purposes 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*.

268. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- a) termination under section 29 of the *Public Service Act 1999*
 - b) prior to the commencement of the *Public Service Act 1999*, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service or
 - c) voluntary retirement at or above the minimum retiring age applicable to the employee or
 - d) payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
269. Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Rate of payment—redundancy

270. For the purpose of calculating any payment under clause 263 salary will include:
- a) the employee's salary; and
 - b) Higher duties allowance, where the employee has been receiving higher duties allowance for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment; and
 - c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Involuntary termination of employment following a retention period

271. The Chief Executive Officer may, under section 29 of the *Public Service Act 1999*, terminate the employment of an excess employee at the end of the employee's retention period.
272. The Chief Executive Officer will not terminate the employment if the employee has not been invited to accept a voluntarily redundancy as per clause 255 or has elected to accept voluntarily redundancy but the Chief Executive Officer refused to approve it.
273. An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 with at least two years of continuous service) where it is proposed to terminate the employment of an excess employee. Where possible, this notice period will be concurrent with the retention period.

ATTACHMENT A—APS SALARY RATES

Classification		3.0% pay rise from commencement of the Agreement	2.0% pay rise 12 months after commencement of Agreement	1.0% pay rise 24 months after commencement of Agreement
APS 1	APS1.1	\$ 44,936	\$ 45,835	\$ 46,293
	APS1.2	\$ 46,139	\$ 47,062	\$ 47,532
	APS1.3	\$ 48,018	\$ 48,978	\$ 49,468
	APS1.4	\$ 49,152	\$ 50,135	\$ 50,636
APS 2	APS2.1	\$ 50,494	\$ 51,504	\$ 52,019
	APS2.2	\$ 51,808	\$ 52,844	\$ 53,373
	APS2.3	\$ 53,137	\$ 54,199	\$ 54,741
	APS2.4	\$ 54,452	\$ 55,541	\$ 56,096
	APS2.5	\$ 55,914	\$ 57,032	\$ 57,602
APS 3	APS3.1	\$ 57,631	\$ 58,783	\$ 59,371
	APS3.2	\$ 59,080	\$ 60,261	\$ 60,864
	APS3.3	\$ 60,600	\$ 61,812	\$ 62,430
	APS3.4	\$ 62,559	\$ 63,810	\$ 64,448
APS 4	APS4.1	\$ 64,224	\$ 65,508	\$ 66,163
	APS4.2	\$ 65,879	\$ 67,196	\$ 67,868
	APS4.3	\$ 67,555	\$ 68,906	\$ 69,595
	APS4.4	\$ 70,239	\$ 71,644	\$ 72,360
APS 5	APS5.1	\$ 72,422	\$ 73,871	\$ 74,610
	APS5.2	\$ 74,449	\$ 75,938	\$ 76,698
	APS5.3	\$ 75,821	\$ 77,338	\$ 78,111
	APS5.4	\$ 77,694	\$ 79,248	\$ 80,040
APS 6	APS6.1	\$ 80,717	\$ 82,331	\$ 83,155
	APS6.2	\$ 83,797	\$ 85,473	\$ 86,327
	APS6.3	\$ 87,019	\$ 88,759	\$ 89,646
	APS6.4	\$ 89,568	\$ 91,359	\$ 92,273
EL1	EL1.1	\$ 99,831	\$ 101,827	\$ 102,846
	EL1.2	\$103,981	\$ 106,060	\$ 107,121
	EL1.3	\$108,972	\$ 111,151	\$ 112,263
	EL1.4	\$113,962	\$ 116,242	\$ 117,404
	EL1.5	\$118,953	\$ 121,332	\$ 122,545
EL 2	EL2.1	\$124,897	\$ 127,395	\$ 128,669
	EL2.2	\$130,506	\$ 133,116	\$ 134,447
	EL2.3	\$136,116	\$ 138,838	\$ 140,226
	EL2.4	\$141,725	\$ 144,559	\$ 146,005

Note: Annual leave loading has been subsumed into salary

LEGAL ADVISERS

Local Title	Classification	3.0% pay rise from commencement of the Agreement	2.0% pay rise 12 months after commencement of Agreement	1.0% pay rise 24 months after commencement of Agreement
Legal	LA 4.1	\$65,879	\$67,196	\$67,868
Adviser	LA 4.2	\$67,555	\$68,906	\$69,595
APS 4	LA 4.3	\$70,239	\$71,644	\$72,360
Legal	LA 5.1	\$74,449	\$75,938	\$76,698
Adviser	LA 5.2	\$75,821	\$77,338	\$78,111
APS 5	LA 5.3	\$77,694	\$79,248	\$80,040
Legal	LA 6.1	\$80,717	\$82,331	\$83,155
Adviser	LA 6.2	\$83,797	\$85,473	\$86,327
APS 6	LA 6.3	\$89,251	\$91,036	\$91,946
	LA 6.4	\$95,214	\$97,119	\$98,090
Senior	SLA.1	\$102,826	\$104,882	\$105,931
Legal	SLA.2	\$108,069	\$110,230	\$111,332
Adviser	SLA.3	\$113,312	\$115,579	\$116,734
(EL 1)	SLA.4	\$118,555	\$120,926	\$122,135
	SLA.5	\$123,799	\$126,275	\$127,538
Principal	PLA.1	\$129,230	\$131,815	\$133,133
Legal	PLA.2	\$134,203	\$136,887	\$138,256
Adviser	PLA.3	\$139,177	\$141,960	\$143,380
(EL 2)	PLA.4	\$144,149	\$147,031	\$148,502

Note: Annual leave loading has been subsumed into salary

GRADUATE

Local Title	APS Classification	3.0% pay rise from commencement of the Agreement	2.0% pay rise 12 months after commencement of Agreement	1.0% pay rise 24 months after commencement of Agreement
Graduate	APS 2.1	\$ 50,494	\$ 51,504	\$ 52,019
	APS 2.2	\$ 51,808	\$ 52,844	\$ 53,373
	APS 2.3	\$ 53,137	\$ 54,199	\$ 54,741
	APS 2.4	\$ 54,452	\$ 55,541	\$ 56,096
	APS 2.5	\$ 55,914	\$ 57,032	\$ 57,602
	APS 3.1	\$ 57,631	\$ 58,783	\$ 59,371
	APS 3.2	\$ 59,080	\$ 60,261	\$ 60,864
	APS 3.3	\$ 60,600	\$ 61,812	\$ 62,430
	APS 3.4	\$ 62,559	\$ 63,810	\$ 64,448
	APS 4.1	\$ 64,224	\$ 65,508	\$ 66,163
	APS 4.2	\$ 65,879	\$ 67,196	\$ 67,868
	APS 4.3	\$ 67,555	\$ 68,906	\$ 69,595
	APS 4.4	\$ 70,239	\$ 71,644	\$ 72,360

Note: Annual leave loading has been subsumed into salary

TRAINEE APS (ADMINISTRATIVE) SALARY RATES

Highest year of schooling completed	3.0% pay rise from commencement of the Agreement	2.0% pay rise 12 months after commencement of Agreement	1.0% pay rise 24 months after commencement of Agreement
School leaver	\$25,164	\$ 25,667	\$25,924
Plus 1 year out of school*	\$29,208	\$ 29,792	\$30,091
Plus 2 years	\$32,803	\$ 33,459	\$33,794
Plus 3 years or more	\$35,949	\$ 36,668	\$37,034

* For the purposes of this table, 'out of school' will refer only to periods out of school beyond Year 10, and will be deemed to:

- > include any period of schooling beyond Year 10 which was not part of nor contributed to a complete year of schooling
- > include any period during which a Trainee repeats in whole or part of a year beyond Year 10
- > not include any period during a calendar year in which schooling is completed, and
- > have effect on an anniversary date being 1 January each year.

Note: Annual leave loading has been subsumed into salary

CADET APS SALARY RATES

Classification	3.0% pay rise from commencement of the Agreement	2.0% pay rise 12 months after commencement of Agreement	1.0% pay rise 24 months after commencement of Agreement
	\$43,493	\$44,363	\$44,807
Cadet APS	\$44,936	\$45,835	\$46,293
(Practical Training)	\$46,139	\$47,062	\$47,533
	\$48,018	\$48,978	\$49,468

For more information on Cadet APS employees salary and allowances staff should consult Comcare's Remuneration Guidelines

Note: Annual leave loading has been subsumed into salary

ATTACHMENT B— SUPPORTED WAGE SYSTEM

274. This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

275. In this schedule:

- > **approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- > **assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- > **disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme
- > **relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- > **Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook.
- > **SWS wage assessment agreement** means the document in the form required.

Eligibility criteria

276. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

277. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

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

Assessed capacity	Per cent of prescribed salary rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

279. Provided that the minimum amount payable must be not less than \$81 per week.

280. Where an employee's assessed capacity is 10 per cent; they must receive a high degree of assistance and support.

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

283. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
284. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

287. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

288. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
289. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
290. The minimum amount payable to the employee during the trial period must be no less than \$ 81 per week.
291. Work trials should include induction or training as appropriate to the job being trialed.
292. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 281 - 282.

DEFINITIONS

APS	Australian Public Service
Casual Employee	Non-ongoing employees engaged for duties under the <i>Public Service Act 1999</i> s22 (2)(c) that are irregular or intermittent
Chief Executive Officer	the Chief Executive Officer of Comcare
Classification	an approved classification under the Public Service Classification Rules 2000
Dependant	in relation to an employee means: the spouse of the employee; and/or a child or parent of the employee, or of the spouse of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee
Different locality	in relation to the redeployment and redundancy provisions of this Agreement, a reference to duties being performed in a different locality means that the duties performed by the employee have been moved from one capital city to another, or on a similar scale, such as from a country town to a capital city, and it would be necessary and reasonable for the employee to move house in order to maintain employment
Employee	a person employed by Comcare under the provisions of the <i>Public Service Act 1999</i> and covered by this Agreement
Evidence of illness	a certificate provided by a registered health practitioner or if it is not reasonably practicable for the employee to give the employer a medical certificate, a statutory declaration made by the employee; or other evidence approved by the Chief Executive Officer.
Executive Level employee	Employees at the Executive Level 1, Senior Legal Adviser, Executive Level 2 and Principal Legal Adviser classifications
FWC	Fair Work Commission
Fair Work Act	<i>Fair Work Act 2009</i>
Family	a person who the Chief Executive Officer is satisfied is related by blood or by marriage, has a strong affinity with the employee including a traditional kinship relationship, is a de facto spouse, former spouse or former de facto spouse of the employee without discrimination as to sexual preference, is a member of the employee's household, is a member of the employee's immediate family, is a child or an adopted child of the employee, is a foster child of the employee, or is a child or an adopted child of the person who stands in a genuine domestic or household relationship with the employee
Higher duties	temporary assignment of duties at a higher classification under section 25 of the <i>Public Service Act 1999</i>
Household member	a person who normally lives at the employee's residence, other than in a commercial arrangement
Illness	includes an injury or medical condition
Immediate family	Comprises of spouse, de facto spouse or partner of the employee; and a child or an adult child (including an adopted child, a step or ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or partner of the employee

Invalidity	for the purposes of this Agreement, termination of employment on the grounds of invalidity means the termination, under 29(3)(d) of the <i>Public Service Act 1999</i> , of an employee who is a member of either the PSS or CSS superannuation schemes following the obtaining of the certification required by section 13 of the <i>Superannuation Act 1990</i> , or section 54C of the <i>Superannuation Act 1976</i>
Manager	an employee's direct supervisor, and any other person employed or engaged under an Act who has direct line responsibility for the employee
Move	a reassignment of an employee's duties, whether on a temporary or permanent basis, either within Comcare or to or from another APS agency
Partner	in relation to a person who is a member of a couple, the other member of the couple
Performance and Development Framework	Comcare's performance management system
Primary caregiver	a person who assumes the principal role of providing care and attention to a child/children
Public Service Act	<i>Public Service Act 1999</i>
Salary	the employee's rate of pay (in accordance with the pay rates at Attachment A) will be salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, severance and termination payments
Service anniversary date	the date which is 12 months from the employee's commencement date, deferred by any periods of leave without pay not counting for service

SIGNATURE PAGE

For the Employer

On behalf of the Minister for Employment and Workplace Relations

Signed: Jennifer Taylor

Date: 23.3.16

Jennifer Taylor
Chief Executive Officer
Comcare
GPO Box 9905,
Canberra ACT 2601

For the Community and Public Sector Union

Signed: Beth Vincent Pietsch

Date: 23.3.16

Beth Vincent Pietsch
Deputy Secretary
Community and Public Sector Union
1/40 Brisbane Avenue
Barton ACT 2600

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