



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Superpartners Pty Ltd
(AG2016/5367)

SUPERPARTNERS ENTERPRISE AGREEMENT 2016

Banking finance and insurance industry

COMMISSIONER GREGORY

MELBOURNE, 12 OCTOBER 2016

Application for approval of the Superpartners Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Superpartners Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Superpartners Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Finance Sector Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

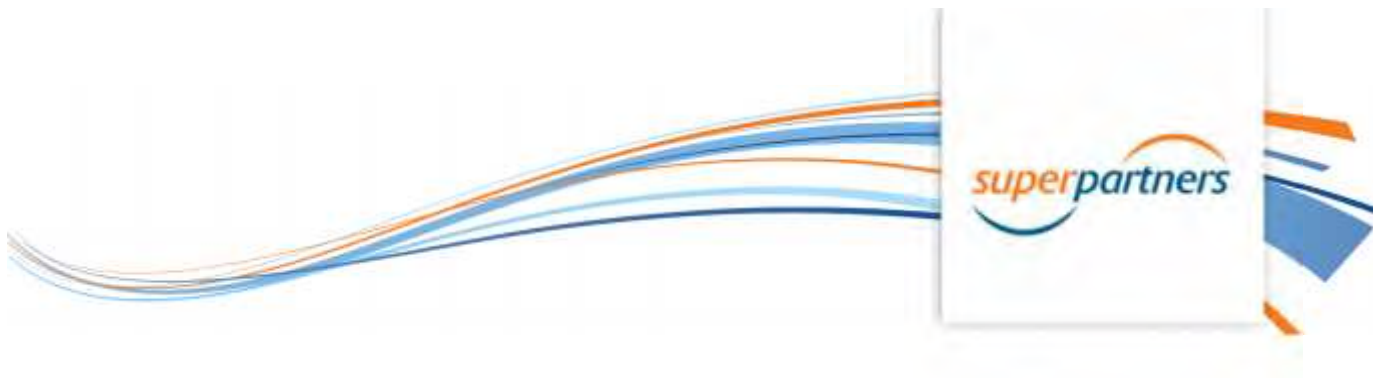
[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 October 2016. The nominal expiry date of the Agreement is 11 October 2020.



COMMISSIONER

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Superpartners Enterprise Agreement 2016

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1 Application and Operation of Agreement

1.1 Title of Agreement

This Agreement is to be known as the Superpartners Enterprise Agreement 2016 (Agreement).

1.2 Coverage

This Agreement covers Superpartners Pty Ltd ACN 078 907 883, the Finance Sector Union of Australia and its officers and members if so determined by FWC under s53 (2) of the Act, and all employees of Superpartners who perform work throughout its operations across Australia and who are employed in the positions within Classifications Grade 1 to Grade 7.

The following clauses of this Agreement do not apply to Grade 6 and above employees:

-) Clause 4.1 – Ordinary Hours
-) Clause 4.2 – Core Hours
-) Clause 4.4 – Rostering Of Hours
-) Clause 4.6 – Overtime
-) Clause 4.7 – Rostered Days Off
-) Clause 4.8 – Flexible Hours
-) Clause 5.1 – Grading and Classification
-) Clause 5.2 – Salary Increases Arising from this Agreement

1.3 Application and Duration

- 1.3.1 This Agreement will take effect from 7 days after the date of approval by the Fair Work Commission and will remain in force for a period of four years.
- 1.3.2 After the nominal expiry date, the Agreement will continue to be in force until it is either replaced by a new agreement or terminated in accordance with the provisions of the Act.
- 1.3.3 This Agreement expressly excludes the Banking, Finance and Insurance Award 2010 and any other Awards or agreements that may have applied to an employee prior to the approval of this Agreement.
- 1.3.4 Employees covered by this Agreement also have entitlements under the NES. No provision of this Agreement will apply such that it reduces any NES entitlement.

1.4 Definitions

-) **“Act”** means the Fair Work Act 2009, as amended.
-) **“Casual employees”** means employees other than permanent employees who are employed on a casual basis to meet ad hoc business requirements.
-) **“Company”** means Superpartners Pty Ltd.
-) **“Completed Service”** means the period an employee is employed by Superpartners, excluding any period of unpaid leave (e.g. leave without pay, parental leave, or unpaid unauthorised leave).

-) **“Continuous Service”** means a period of unbroken service excluding any periods of unpaid leave.
-) **“Dispute”** means a disagreement, grievance, complaint.
-) **“Employees”** means Grade 1 to Grade 7 employees of Superpartners.
-) **“Employer”** means Superpartners Pty. Ltd.
-) **“Fixed-term employees”** means employees (full or part-time) who are employed by Superpartners for a fixed or contract period to perform a specific role.
-) **“FSU”** means the Finance Sector Union of Australia.
-) **“Full-time employees”** means persons (permanent or fixed-term) employed to work 100% of standard hours.
-) **“FWC”** means Fair Work Commission or its successor.
-) **“Immediate family member”** means:
 - o a spouse, (including a former spouse), a de facto partner, child, parent, grandparent or sibling of the employee; or
 - o a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
-) **“Link Group”** means the group of companies that comprise the related bodies corporate (as defined in the Corporations Act) of Superpartners.
-) **“Manager”** means a person authorised to organise and supervise the work of other employees.
-) **“NES”** means the National Employment Standards, as contained in the Act.
-) **“Normal Hourly Rate”** means the ordinary hourly rate of pay an employee receives within the span of Monday to Friday core hours.
-) **“Part-time employees”** means persons (permanent or fixed-term) employed to work less than 100% of standard hours.
-) **“Policy”** means applicable policies issued by either Superpartners or Link Group, expressed to apply to Superpartners, which do not form part of this Agreement and may be varied from time to time by either Superpartners or Link Group.
-) **“RDO”** means Rostered Day Off.
-) **“Salary”** means a part-time or full-time employee’s annual base Salary before the addition of any allowances or superannuation and before the deduction of any Salary sacrificed components.
-) **“Shift Worker”** means an employee who:
 - o is employed in a part of the business where a 24 hour roster is introduced in accordance with clause 4.10; and
 - o who regularly works on weekends and public holidays.
-) **“Superpartners”** means Superpartners Pty Ltd.
-) **“TOIL”** means Time Off In Lieu.

2 Employee Due Diligence

The Superpartners Employee Due Diligence Program plays an integral risk management role and is designed to ensure the integrity, identity and credentials of Superpartners employees. In doing so, the reputation and assets of both Superpartners and its clients are protected. As part of this program, Superpartners is committed to complying with Employment, Anti Money Laundering and Counter Terrorism Financing (AML/CTF), and Privacy Legislation.

To this end, all external and internal job applicants will be required to complete employment screening as part of the recruitment process. The level of screening will be commensurate with the level of risk associated with the position the individual is being considered for, whether they are being considered for permanent or temporary employment and whether they are an existing employee. Screening may include reference checks, criminal record and bankruptcy checks as appropriate for the role being applied for.

3 Employment Categories

Full-time and part-time are the predominant employment categories within Superpartners. However, Superpartners recognises the requirement for fixed-term or casual employees in order to supplement resourcing levels from time to time.

In accordance with this Agreement, employees will be employed in one of the following categories:

-) permanent full-time,
-) permanent part-time,
-) casual, or
-) fixed-term.

Prior to commencement, Superpartners will inform each employee of the terms of their employment and in particular, whether they are to be full-time, part-time, casual or fixed-term.

3.1 Full-time Employment

- 3.1.1 The ordinary hours of work, excluding meal breaks, for full-time employees in Grades 1 to Grade 5 inclusive are 152 hours per four week cycle, up to 10 hours per day and 50 hours per week.
- 3.1.2 It is expected that employees at the Grade 6 level and above will work hours as are necessary to achieve the requirements of their role.

3.2 Part-time Employment

- 3.2.1 Superpartners may employ part-time employees in any Grade in this Agreement.

A part-time employee is an employee who:

-) works less than full-time hours,
-) has reasonably predictable hours of work, and
-) receives on a pro-rata basis, equivalent Salary and conditions to those of full-time employees who do the same kind of work.

- 3.2.2 At the time of engagement, Superpartners and the part-time employees will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employees will work and the actual starting and finishing times each day. Such hours may be varied by the parties in writing.
- 3.2.3 Notwithstanding Clause 3.2.2, hours of work may be varied in accordance with clause 4.4.2 – Changes to Rosters.

3.3 Casual Employment

- 3.3.1 A casual employee is one for whom the periods of engagement are irregular and uncertain; or although regular, the periods of engagement are for a fixed or limited duration only. Casual employees may be employed in order to cover:
-) Peak workloads
 -) Unexpected or unforeseen circumstances
 -) Short term shortages.
- 3.3.2 Casual employees will receive a loading of 25% on the appropriate minimum hourly rate for the Grade of work being performed. As the casual loading incorporates payment for certain types of leave, a casual employee is not entitled to payment for Annual Leave, Personal Leave, Special Leave, Parental Leave, or public holidays. In addition, redundancy, redeployment and retrenchment entitlements or any other benefits that apply to permanent employment are not applicable to casual employees.
- 3.3.3 Where appropriate all other terms and conditions will apply to casual employees. A minimum of four hours will apply to each casual assignment.
- 3.3.4 The services of a casual employee may be terminated by either party with one hour's notice, provided that every effort is made to give the respective party as much advance notice as possible.
- 3.3.5 Casual employees whose work pattern in the previous 12 months is ongoing and systematic are to be offered permanent employment either in a full-time or part-time capacity. Rejection of this offer of permanency may result in the termination of the casual employment relationship.

3.4 Fixed Term Employment

A fixed term employee is one who is employed directly by Superpartners for a specified period to perform a specific role. The terms and conditions of employment in this Agreement for such employees are the same as those for permanent employees, except as provided for in clauses throughout the Agreement (E.g. Redundancy, Redeployment and Retrenchment, Pay Averaging and Parental/Adoption Payment).

3.5 Job Sharing

Job sharing will be available by agreement between the relevant Manager and the employees concerned. Job sharing is a voluntary arrangement between two employees where they share duties and responsibilities of a permanent full-time position.

3.6 Work from Home

An employee may seek permission from Superpartners to work from home where such an arrangement is in the interests of the business and the employee.

In circumstances where work from home is being considered on a long term basis the decision will be made with regard to relevant Superpartners policies and in consultation with the Human Resources Team.

4 HOURS OF WORK

The parties agree that in order for Superpartners to be competitive and to meet changing circumstances the company needs flexibility in its staffing arrangements.

Superpartners recognises the need for employees to maintain a balance between work and personal lives and in the development of rosters etc. will have regard to the individual needs of employees and different circumstances throughout the Company.

Superpartners will provide sufficient permanent employees to meet projected workloads and will complement this with additional resources through overtime, casual and fixed-term employees to meet periods of peak workloads and unforeseen circumstances.

Superpartners is mindful of the need for flexibility throughout the Company in developing working hours to meet the needs of clients and employees. Managers will be responsible for developing work arrangements to meet local operational needs and can exercise discretion in establishing working hours for their area, subject to the consultative processes referred to in Clause 12.

4.1 Ordinary Hours

The ordinary hours of work, excluding meal breaks, for full-time employees in Grades 1 to Grade 5 inclusive are 152 hours per four week cycle, up to 10 hours per day and 50 hours per week.

The ordinary hours of work for part-time employees in Grades 1 to Grade 5 inclusive will be by agreement.

4.2 Core Hours

In Grades 1 to Grade 5, employees may be rostered to work between the core hours of 6.00 am and 10.00 pm Monday to Friday and 8.00 am and 4.00 pm Saturday, Sunday and Public Holidays, or as otherwise agreed between management and employees.

Employees working rostered hours that finish after 7pm Monday to Friday will receive an additional shift loading of 10%. Employees working rostered hours that commences on or after 8.00 am and finish by 4.00pm on Saturday will receive an additional shift loading of 25%.

4.3 Non-core Hours

Employees may be rostered to work during non-core hours. For operational reasons and to cater for the requirements of clients to offer extended hours of operations, non-core hours shift loadings will apply. The spans of non-core hours and shift loadings are:

Day	Period	Non-Core Hours Loading
Monday to Friday	Shift finishing between 10.00pm and 12.00 am	10.0%
Monday to Friday	Shift finishing between 12.00 am and 8.00am	25.0%

From the commencement of this Agreement, new employees to Superpartners, or employees accepting a new appointment to the following functional areas may be routinely rostered to work outside core hours:

-) Operations – Contact Centre.
-) Operations – Fund Operations.
-) Operations – Mail Room.
-) Information Technology – Service Operations, Technical Support.

Other employees may volunteer to work non-core hours either temporarily or permanently.

In the event that Superpartners needs to extend shift arrangements for operational reasons beyond the areas identified above, Superpartners will negotiate such arrangements with the FSU.

4.4 Rostering of Hours

In establishing a roster, the objective is to ensure that the agreement between Managers and employees on working hours is freely entered into, following full discussion concerning the needs of the workplace and the employees concerned.

For the purpose of this Clause, business needs are Superpartners’ genuine imperatives that need to be addressed so that Superpartners remains responsive to customer needs and competitive within the industry.

4.4.1 Guidelines for Setting a Roster

A roster will establish the hours and days to be worked, start and finish times and any RDO in a four weekly roster cycle. Once agreed, the roster is then to be formalised in writing and made available to employees at least 14 days prior to its implementation.

The setting of non-core hours rosters shall be in accordance with the rostering provisions contained within Clauses 4.3 and 4.4 of this Agreement.

Without the agreement of the employee a shift roster shall not require an employee to work both Saturday and Sunday in any one weekend.

Except at a regular changeover of shifts an employee shall not be required to work more than one-shift in each 24 hour period.

Wherever practicable, overtime shall be arranged so that employees have at least ten consecutive hours off duty before being required to start their rostered shifts after working such overtime.

4.4.2 Changes to Rosters

Superpartners will give at least 48 hours notice of a change to a rostered shift as part of non-core hours unless occasioned by an emergency or an absence of a shift worker. This clause will apply to situations where a variation in hours is being proposed that would change the roster of employees. The following principles apply when agreeing to new working hours:

- J Changes to the hours of work may be proposed by either Superpartners or employees. Agreement to a request for new working arrangements will not be withheld unreasonably by either the employee or the relevant Manager.
- J If there is a business need to change an employee's hours of work, both the Manager and employee must participate in the process of attempting to match their respective business and personal needs.
- J Where there is a management initiated request for employees to change their hours, the process of consultation will commence with the relevant Department of Superpartners determining the business needs of the workplace and advising the affected employee(s) of these requirements in writing.
- J Employees will consider such advice in writing and will consider any necessary changes to rosters. It will be open to both employees and their Manager to consider a variety of options that meet both the business needs and the personal needs of employees.
- J If an employee, for personal reasons seeks a change of hours, management will not refuse to participate in the process to attempt to resolve the request and will take all reasonable steps to accommodate the request within existing business parameters.
- J An employee who has agreed to be rostered on shifts, which require working both Saturday and Sunday of any weekend, shall not withdraw his/her consent without giving Superpartners at least four weeks' notice.
- J Managers and employees may make temporary alterations to the roster as a result of any temporary and unforeseen changes to the business needs and operational requirements or personal circumstances. The variation will be agreed by the employee and Manager. Where practicable, at least 24 hours notice should be given.

Where any change in rosters cannot be resolved by agreement, either party may invoke the dispute resolution procedure contained at Clause 13 of this Agreement. There will be no change to an employee's roster until agreement is reached.

4.4.3 Twelve hour shifts

Twelve hour shifts may be introduced by Superpartners if the business needs demand it.

The terms and conditions for employees required to work twelve-hour shifts shall be resolved between Superpartners and the FSU and the majority of employees directly impacted prior to commencing twelve-hour shifts.

4.5 Breaks

4.5.1 Meal Breaks

An employee required to work more than five hours will be entitled to an unpaid meal break unless their shift would normally finish during that break. The meal break will be at least 30 minutes.

The meal break may be extended subject to agreement being reached between the employee and their Manager.

4.5.2 Rest Breaks

In addition to the breaks outlined in clause 4.5.1, an employee rostered to work 7 hours or more in a day will be entitled to two (2) paid 10 minute breaks during their rostered hours. An employee rostered to work less than 7 hours a day will be entitled to one (1) paid 10 minute break during their rostered hours.

The timing of these breaks is to be agreed between the employer and employee or, if no agreement reached, as determined by the employer.

No additional breaks are provided for employees unless the employee is to work considerable additional hours as authorised by the relevant Manager or Team Leader.

4.6 Overtime

4.6.1 Eligibility

-) Employees who occupy a position at the Grade 6 level, or above, are not eligible to be paid overtime.
-) All overtime must be approved by the relevant Manager, prior to being worked.
-) Employees may be requested and agree to work in excess of standard hours (agreed roster) during a roster cycle, and will be paid on the basis of the rates in accordance with clause 4.6.2, with a minimum payment of 15 minutes.
-) Where a full-time employee is required to work outside their roster or in excess of the daily, weekly or four weekly cycle limits applicable to employees as outlined in Clause 3, they will be paid at the applicable overtime rates.
-) Part-time employees are eligible to be paid overtime if they are requested by their Manager to work additional hours immediately before or after their normal rostered work pattern on a particular rostered day.
-) Part-time employees will not be eligible to be paid overtime if they are requested to work on another day outside of their normal work pattern. Such work will be regarded as extra part time hours and be paid at the employee's normal hourly rate until such hours exceed full-time hours.

- J Casual employees will be entitled to overtime for work in excess of eight hours in any one day unless their roster includes ordinary hours in excess of eight when overtime will apply for work done outside of rostered hours for that day.

4.6.2 Overtime Rates

Overtime is calculated on an employee's normal hourly rate and will be paid for all work performed outside of ordinary hours (excluding meal breaks) and as detailed in Clause 4.6.1 above as follows:

- J Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter, except that all overtime on Saturdays and Sundays will be paid at the rate of double time with a minimum payment equivalent to three hours' work.
- J If overtime is worked on a public holiday, payment will be at normal hourly rates, plus time and a half for the hours so worked, subject to a minimum payment of three hours. Alternatively, an employee may choose to be paid at normal hourly rates and to take equivalent time off within the next four weekly roster cycle at a time agreed with the Manager.

4.6.3 Transport Home

Superpartners is concerned for the safety of its employees. When an employee works approved overtime commencing or finishing between 8.00pm and 6am, Superpartners will provide transport to the employee's usual place of residence, if the employee so requires.

4.6.4 Meal Allowance

An employee required to work overtime in excess of one and a half hours beyond the normal time of roster, subject to finishing after 6.00 pm, will be paid a Meal Allowance of \$15.98. A further meal allowance of \$13.14 must be paid if overtime exceeds five and a half hours. These allowance will be paid to the employee in accordance with Clause 5.5.

Where an employee is required to work overtime on a non-rostered day, weekend or public holiday a Meal Allowance will be paid after five or more hours overtime.

4.6.5 Time Off In Lieu of overtime payment

Grade 1 to Grade 5 employees may agree with their Manager to take Time Off In Lieu (TOIL) of overtime hours worked. Conditions for taking TOIL of overtime payment will be as follows:

- J TOIL will be based on the actual hours worked, e.g. 2 hours' overtime equals 2 hours TOIL;
- J Any TOIL that has been agreed is to be taken within 4 weeks of being worked; and
- J Should TOIL not be taken within 4 weeks of being worked, the hours worked will be paid at the rates that would have applied if the TOIL was not agreed.

4.7 Rostered Days Off (RDO)

Managers and employees in job Grade 1 to Grade 5 may agree to include as part of a four weekly roster cycle, a RDO between Monday and Friday. While Superpartners will make every endeavour to accommodate employees requests for an RDO to be included as part of their four weekly roster cycle, the parties acknowledge this may not always be possible due to the operational requirements of the business.

A RDO is earned if a full-time employee has worked 152 ordinary hours over 19 days in the four week cycle.

The following guidelines apply to the earning and taking of RDOs;

-) Employees can earn up to 12 RDOs in a year.
-) Superpartners and employees will take all reasonable steps to ensure that RDOs are taken as rostered.
-) RDOs cannot be 'banked' and must be taken within four weeks of earning.
-) RDO dates can only be altered once at the request of either party in any cycle.
-) A Superpartners initiated change to a scheduled RDO date should only be due to rare and exceptional business needs.
-) As a general rule, RDOs will not be available on Mondays, except by prior arrangement between the employee and Manager.
-) Taking leave (e.g. Annual or Personal Leave), whether planned or unplanned, as well as public holidays falling within the four week cycle, affect the earning of RDOs.

4.8 Flexible Hours

Superpartners recognises and supports the value in employees balancing their personal and work lives. Where possible, Superpartners will work with employees to accommodate flexible working hour arrangements. The decision to avail of such arrangements will be at the discretion of the employee's Manager and in consideration of the needs of the business. The following provides the basis for the operation of flexible hour arrangements:

-) Hours of work arrangements should be reached through a process of mutual agreement between the employee concerned and the relevant Manager.
-) An employee and the Manager may agree, in writing, to any pattern of working the 152 ordinary hours per four week cycle, subject to the following conditions:
 - Agreed hours of work must be within the span of core hours as in clause 4.2.
 - Employees will be entitled to up to eight hours flexible time off per four week cycle, provided that the relevant additional hours have been accrued.
 - Standard hours in any one day must not exceed 10, excluding meal breaks.
 - Standard hours in any one week must not exceed 50, excluding meal breaks.

- Standard hours in any one cycle will be reduced by 7.6 hours for each full day and 3.8 hours for each half day not worked because of a public holiday or because of any authorised leave.

An employee and their Manager have the responsibility for ensuring that any deferred time off is taken.

4.9 Hours of Duty for the Management Group

- 4.9.1 It is expected that employees at the Grade 6 level and above will work hours as are necessary to achieve the efficient and effective performance of their duties. Employees at this level are compensated for 38 ordinary hours per week, and reasonable additional hours.
- 4.9.2 Superpartners is committed to ensuring that employees enjoy a balance between work and personal lives and will have regard to this concept as well as the concept of flexible working arrangements in the pursuit and sustainability of business objectives.
- 4.9.3 Superpartners also acknowledges that from time to time business imperatives may require that employees work hours outside of what would normally be expected of them. If and when such circumstances arise, Superpartners will work with the employees concerned to ensure that balance is restored as soon as practicable. The employees concerned may seek to access options that suit their personal requirements as an offset for the additional hours worked and any inconvenience caused to the interruption to their work/life balance.
- 4.9.4 The following principles have been developed to assist Managers and employees to agree on a process where additional hours are required to be worked and the arrangements for compensating for these additional hours. These principles seek to balance the operational needs of the business, our clients' expectations and the needs of employees.

Principles:

-) Excessive hours are not to be a regular and recurring theme.
-) Emphasis is to be on output and contribution and not the hours worked.
-) Working excessively long hours over a prolonged period can be detrimental to health and is seen as a potential occupational health and safety issue.
-) It is legitimate for employees to refuse to work excessive hours in circumstances where the working of such hours would result in employees working unreasonable hours. In considering whether this would constitute unreasonable hours the parties will have regard to:
 - risks to employees health and safety,
 - personal circumstances of employees, including family responsibilities,
 - the needs of the workplace and Superpartners, and
 - the notice (if any) given by Superpartners for the additional hours and by the employee of his/her intention to refuse it.

- J An employee's refusal to work excessive hours shall not be used in a way that could prove to be disadvantageous to his/her overall performance assessment or any other employment conditions.
- J Management has the right to require employees to work reasonable hours.
- J If practicable, TOIL arrangements will be agreed to in advance.
- J In recognition of authorised work on a weekend and/or public holiday or where an employee is called back to work, TOIL recognition should be a minimum of four hours.
- J Accrued TOIL must be taken within four weeks of approval and can only be cancelled once at the request of either party.
- J Managers are responsible for ensuring that TOIL is managed in an effective and timely fashion.

4.10 24 Hour Shift Work

The following provisions will apply to shift workers in circumstances where Superpartners introduces a shift work operation in a part of the business providing coverage for 24 hours per day. To avoid doubt the provisions in this clause do not apply to employees who are not shift workers. Similarly, clauses 4.2, 4.3 and 4.5.1 of this Agreement do not apply to shift workers.

4.10.1 Shift Definitions

- J **"Morning shift"** means a shift of rostered hours commencing between 4am and 7.30am.
- J **"Afternoon shift"** means a shift of rostered hours finishing between 6pm and 12am.
- J **"Night shift"** means a shift of rostered hours finishing between 12am and 7.30am.
- J **"Saturday shift"** means a shift of rostered hours commencing from or after 7am on Saturday, and finishing before 7am on Sunday.
- J **"Sunday shift"** means a shift of rostered hours commencing from or after 7am on Sunday, and finishing before 7.30am on Monday.

4.10.2 Shift Loadings

In addition to normal Salary, shift workers who may be rostered to work the following hours will be paid shift loadings for the hours of work performed as defined in 4.10.1 as follows:

Day / Shift	Shift Loading
Morning shift	12.5%
Afternoon shift	20%
Night shift	25%
Saturday shift	50%
Sunday shift	100%
Where any hours fall on a public holiday	Normal Salary, plus time and a half
Permanent Afternoon or Night Shift, or combination thereof	An additional 5% loading

4.10.3 Reasonable Overtime

Superpartners may require a Grade 1 to Grade 5 shift worker to work reasonable overtime at applicable overtime rates.

A shift worker may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

-) any risk to employee health and safety,
-) the employee's personal circumstances including any family responsibilities,
-) the needs of the workplace or enterprise,
-) the notice (if any) given by Superpartners of the overtime and by the employee of his or her intention to refuse it, and
-) any other relevant matter.

4.10.4 Additional Annual Leave

Shift workers employed under this clause 4.10 regularly rostered to work on weekends and public holidays shall accrue one week's additional Annual Leave.

4.10.5 Meal Breaks

In lieu of clause 4.5.1, shift workers under this clause 4.10 will receive a paid meal break of 20 minutes duration.

5 SALARIES AND RELATED MATTERS

Superpartners is committed to remuneration and grading system which demonstrates fairness and equity and which appropriately rewards employees for their efforts.

Superpartners incentive plans will continue to be applied over the life of this Agreement in accordance with plan rules.

5.1 Grading and Classification

5.1.1 Current Benchmark Positions

The following benchmark positions exist:

Level	Operations	Other
Grade 1	Mail Room	Filing Clerk
Grade 2	Data Entry Operator Mailroom Administrator Administration Assistant	Support Administrator
Grade 3	Administrator Customer Service Consultant Member Services Consultant	Receptionist
Grade 4	Snr Administrator Snr Customer Service Consultant Claims Officer	IT Procurement Officer Desktop Support Analyst Service Desk Analyst

Level	Operations	Other
	Member Experience Specialist Outbound Campaign Consultant Outbound Customer Service Consultant Underwriting Administrator Quality Administrator Communication & Correspondence Consultant Assessments Assistant Case Manager	Accounts Payable Officer
Grade 5	Assistant Fund Service Coordinator Snr Claims Officer Associate Superannuation Advisor Bank Reconciliation Officer Legislative Reporting Analyst Senior Underwriting Administrator Customer Care Specialist	Senior IT Procurement Officer Senior Service Desk Analyst
Grade 6	Claims Assessor Complaints Officer Superannuation Advisor Team Leader	
Grade 7	Analyst Programmer Senior Claims Assessor	Senior Test Analyst Technical Consultant

5.1.2 Position Descriptions

To enable Grade 1 to Grade 7 positions to be effectively evaluated and graded, position descriptions will be developed and maintained. If a position description does not exist or the position responsibilities have substantially changed, it is incumbent on both the employee and the Manager to ensure there is an up-to-date and accurate position description. Once the position description has been approved by the Manager it should be submitted through Human Resources for review to ensure the appropriate grade is determined.

5.1.3 New or Changed Positions

Any new or substantially changed Grade 1 to Grade 7 positions should be classified in accordance with the Superpartners grading structure current at that time. In order to ensure consistency, Superpartners will evaluate new positions against benchmark positions using a structured methodology.

5.1.4 Regraded positions

Should the review process result in a regrading, the effective date of such regrading will be the date of receipt by Superpartners of the written notification by the employee.

Where an employee disagrees with the grading allocated to their position, they should write to their Manager stating the reasons why they believe the grading to be incorrect. The grading will then be reviewed by the Remuneration & Benefits Manager and the employee will be notified in writing of the result within ten working days. If the employee is still dissatisfied, they

may invoke the dispute resolution procedure contained at Clause 13 of this Agreement.

In the event that a position attracts a lower grading as an outcome of the review process the Salary of the occupant of the position will not be reduced.

5.2 Salary Increases Arising from this Agreement

5.2.1 As a result of the development of this Agreement the Salary increases referred to in clause 5.2.2 will apply to those employees covered by this Agreement, except where employees are the subject of a formal performance improvement plan at the time of the applicable increase. Such employees will be excluded from the Salary increases referred to in clause 5.2.2 until such time as they have satisfactorily completed the performance improvement plan. The relevant increase will be applied at the next review date (including mid-year reviews), retrospective to the date the performance improvement plan was completed.

5.2.2 Salary Increase Amounts

Eligible employees will participate in Superpartners' annual Salary review. The Salary review process is designed to ensure the distribution of Salary increases is fair and encourages increased performance.

The Salary review will involve:

-) Individual increases based on merit and taking into account the following factors: position within the Salary range; internal relativities; out of cycle increases;
-) The increases applicable under the annual Salary review will be effective from the first full pay period to commence on or after the dates below, each year; and
-) Superpartners will ensure that at all times, employees are paid not less than the minimum applicable rate of pay under the Banking, Finance and Insurance Industry Award 2010, or such other applicable award of the FWC.

For eligible employees included in job Grades 1 to Grade 5:

-) Effective from 1 July 2016, a 2.75% increase will apply to existing Salaries.
-) In subsequent years, the total value of the applicable Salary pool will increase by the agreed percentage below for the respective annual Salary reviews, and the value of the increase fully distributed amongst eligible employees:

Effective Date	Increase in Pool
1 October 2017	2.75%
1 October 2018	2.75%

- J Effective 1 October 2019, the total value of the applicable Salary pool will increase by the greater of:
 - 2.50%; or
 - The increase in the annual All Groups Consumer Price Index (12 months ending June 2019), to a maximum value of 2.75%.
- J The minimum amount payable to an eligible employee in any one annual Salary review will be 1.6% of their Salary.
- J The above increases acknowledge the re-alignment of the Salary review period to 1 October from October 2017.

An employee covered by this Agreement will be eligible to participate in the salary review if as at the Salary review date each year they:

- J remain employed and have greater than 6 month's service, and are not serving out a notice of termination;
- J have not received an "out of cycle" Salary review in the prior 6 months' period; or
- J are not the subject of a formal performance improvement plan.

5.3 Job Levels and Minimum Salaries

Superpartners' positions currently Graded 1 to Grade 5 will be paid minimum Salaries as set out below. The following minimum Salaries will apply during the life of the Agreement:

Level	July 2016
Grade 1	\$42,128
Grade 2	\$44,500
Grade 3	\$47,000
Grade 4	\$52,008
Grade 5	\$57,638
Grade 6	\$61,000
Grade 7	\$65,000

Salary position within grades will reflect experience, competency, skills, training, education and professional certification for the specific role.

5.4 Higher Duties Payment

From time to time employees will be required to provide relief in another position. In circumstances where such relief is in a higher graded position than the employee's substantive role, Superpartners will make a higher duties payment in accordance with Policy current at that time, including but not limited to the following:

- J Relief is being provided at a higher level for a period of at least four consecutive working days, with the full range of duties within the higher position being performed.
- J Payment will typically be based on the difference between current Salary and the minimum Salary rate for the Grade of the position relieved, for the total period of the relief.
- J Where current Salary exceeds the Salary rate minimum Superpartners will make a payment recognising the additional responsibilities.

) Any handover period will not be counted as working in the higher position.

5.5 Payment of Salaries

- 5.5.1 Salaries for employees will be paid either fortnightly or monthly in accordance with the payroll calendar by electronic funds transfer to an employee's nominated bank account.
- 5.5.2 Superpartners will be entitled to make a deduction from the Salary of any employee in respect of any period the employee has been absent from duty without consent.
- 5.5.3 Superpartners will provide employees with a statement detailing the individual's Salary or pay instalment, including deductions, each pay period.
- 5.5.4 Superpartners will engage with impacted employees prior to any change in the frequency of payment of Salaries. Such change will not occur any earlier than 1 February 2017.

5.6 Salary Packaging

- 5.6.1 Part of Salary may be taken in the form of non-Salary benefits described in policy from time to time. The terms of any agreement will be committed to in writing and signed by the employee and Superpartners.
- 5.6.2 All employees will be given the option to Salary sacrifice additional superannuation payments in accordance with Policy.
- 5.6.3 Superpartners strongly advise and encourage employees to obtain independent financial and/or taxation advice prior to commencing or altering any Salary packaging arrangement.
- 5.6.4 Employer superannuation contributions prescribed in an Agreement or by legislation to be paid by Superpartners on behalf of the employee will not reduce as a result of any Salary packaging arrangement.

5.7 Superannuation

- 5.7.1 Employees will have the opportunity to nominate a fund of choice, including any Industry Fund clients administered by Superpartners or Link Group. If an employee fails to nominate a Fund within 14 days of commencement, Australian Super (Finsuper Division) will be the default Fund.
- 5.7.2 Superpartners will make employer superannuation contribution payments to the Fund nominated in accordance with Clause 5.7.1 in accordance with the rates specified in the Superannuation Guarantee (Administration) Act 1992, as amended, plus 1%.

5.8 Allowances

5.8.1 Kilometre Reimbursement

If, at the request of Superpartners, an employee provides a car and uses it in connection with Superpartners' business, the employee will be paid an allowance per kilometre in accordance with the specified rate as published by the Australian Taxation Office.

5.8.2 Transport Allowance

When an employee, as part of a four weekly roster cycle established in accordance with Clause 4.4, commences or finishes between 8.00pm and 6.00am when the usual or reasonable means of transport is unavailable, the employee shall be eligible for the transport allowance of \$13.10 per day.

In other circumstances when employees are required to work outside of daylight hours, Superpartners will examine means to ensure the personal safety of employees is not compromised.

5.8.3 Stand-by Allowance

Any employee specifically requested by Superpartners to hold themselves in readiness to perform work outside ordinary working hours shall be paid a stand-by allowance at the rates prescribed below:

-) Monday to Friday inclusive - \$25 per day or part thereof.
-) Weekends, Public Holidays or RDOs - \$50 per day or part thereof.

5.8.4 Call Back Allowance

Employees in job Grades 1 to Grade 5 who are recalled to work after having completed their ordinary hours shall be paid in accordance with the rates prescribed in Clause 4.6.2 with a minimum payment of 4 hours.

Employees in Grades 1 to Grade 5 who are recalled to work on a Weekend, Public Holiday or RDO shall be paid at the rate of double time, with a minimum payment of four hours.

Employees at the Grade 6 level and above who are recalled to work will not be eligible to receive a call back allowance. The additional hours worked by such employees will be dealt with in accordance with Clause 4.9, with the minimum period recognised for TOIL purposes being four hours. For the purpose of assessing payment or TOIL, time spent on journey from home to work and from work to home by the most direct route shall be included.

The minimum payment or allocation of TOIL of four hours for an initial call back is inclusive of any time spent on subsequent call backs, i.e. four hours must have elapsed since the initial call back before any further call back allowance can be claimed.

5.8.5 First Aid

An employee who is trained to render first aid, is the current holder of appropriate first aid qualifications such as a certificate from St Johns Ambulance (or similar) and is appointed by Superpartners to perform first aid duty will be paid a weekly allowance of \$14.41.

5.8.6 Escalation of Allowances

The following allowances will be escalated effective from 1 October 2017 (and annually thereafter) by the percentage movement in the corresponding allowance under the Banking, Finance and Insurance Award 2010:

-) Meal Allowance (clause 4.6.4)
-) Stand by Allowance (clause 5.8.3)
-) First Aid Allowance (clause 5.8.5).

6 LEAVE AND PUBLIC HOLIDAYS

It is in the interest of Superpartners and its employees that annual leave entitlements are regularly taken. Superpartners believe that:

-) employees must maintain workable leave balances, and
-) working for long periods of time without a leave break is not healthy.

Managers are responsible for ensuring that leave is managed in accordance with the intent stated above and in particular in a fashion to ensure employees who wish to take their leave are able to do so within a reasonable period after it has accrued.

Unless specifically provided for in each leave type, the provisions of this section apply to permanent full-time, permanent part-time and fixed-term employees. In accordance with current legislation, eligible casual employees may be entitled to some of the Parental Leave provisions set out in clause 6.6.

6.1 Personal (Sick or Carer's) Leave

6.1.1 Personal Leave is:

-) Paid leave (sick leave) taken by an employee because of personal illness, injury; or
-) Paid or unpaid leave (carer's leave) taken by an employee to provide 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 personal illness, or injury, of the member, or
 - an unexpected emergency affecting the member.

For the purposes of this clause, Sick Leave includes instances where employees, based upon advice from a medical practitioner, are required to attend appointments with recognised allied health professionals for the purposes of screening or preventing a medical condition.

6.1.2 Full-time Employees

In each year of continuous service, a full-time employee will accrue Personal Leave entitlements on the basis of:

-) 10 days (76 hours) over the first and second years of continuous service with Superpartners
-) 12 days (91.2 hours) over the third year and in any subsequent year of continuous service with Superpartners.

6.1.3 Part-time Employees

Part-time employees are entitled to Personal Leave on a pro-rata basis equivalent to the number of hours for their first, second and subsequent years of continuous service rounded to the nearest hour as for full-time employees, with the maximum amount accruing as per Clause 6.1.2 above.

6.1.4 Fixed-term Employees

Personal Leave entitlements for fixed-term employees are available on the same basis as for permanent employees. However, this entitlement is on a pro-rata basis equivalent to the length of the contract of employment.

6.1.5 Unpaid absences

Any period of unpaid absence (e.g. Leave Without Pay, Unpaid Parental Leave, Unauthorised Leave) impacts the accrual of Personal Leave, in accordance with the NES.

6.1.6 Casual Employees

Paid Personal Leave entitlements are not applicable to casual employees; however casual employees will be entitled to unpaid carer's leave as per the NES.

6.1.7 Notice of Absence

An employee must, where practicable, give Superpartners notice of the intention to take Personal Leave. If it is not practicable for the employee to give prior notice of absence, the employee must notify Superpartners by telephone of such absence at the first opportunity on the day of the absence. An employee must provide the reasons for taking such leave and the estimated length of absence.

6.1.8 Proof of Illness

For Sick Leave, employees are required to provide proof of illness:

-) for any absence of more than two consecutive working days;
-) if the employee has already utilised four days (30.4 hours), or the equivalent pro-rata in the case of part-time employees, without proof of illness, in the current anniversary year; or
-) if the employee is absent the working day before or after a public holiday or approved leave.

For the purposes of this clause Superpartners will accept, where needed, a medical certificate of inability to attend work due to illness or injury from the treating doctor or alternative practitioners, as long as they belong to the appropriate Australian governing body or if benefits are payable through Medicare and/or a medical insurance company.

Without such proof of illness, the Sick Leave and any preceding or following public holidays will be unpaid, even if there are available Sick Leave credits.

Where an employee, with the consent of Superpartners, leaves work on a particular day as a result of illness, the employee will not be required to produce a medical certificate as proof of illness. This absence will count towards the four days (30.4 hours) of Sick Leave without proof of illness, as outlined above.

An employee is entitled to use available Special Leave for the purpose of Personal Leave where Personal Leave credits are exhausted. The same Proof of Illness requirements apply in the event this provision is utilised.

For Carers Leave, employees may be required to provide medical or other appropriate proof of attendance or requirement of attendance for Carers Leave:

-) for any absence of more than two consecutive working days, or
-) if the employee has already utilised four days (30.4 hours), or the equivalent pro-rata in the case of part-time employees, without appropriate proof, in the current anniversary year.

If required, an employee should provide the name of the person requiring care, their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

6.1.9 Independent Medical Assessment

Superpartners may require an employee to attend a medical examination, by a qualified independent medical practitioner nominated and paid for by Superpartners. The medical practitioner will provide a report to Superpartners on the employee's fitness for work in circumstances, including but not limited to; where the employee has exhausted their personal leave entitlements; or requires special workplace modifications; or they are unable to fulfil the duties of their role.

6.2 Compassionate Leave

6.2.1 Compassionate Leave is paid leave taken by an employee:

-) after the death of a member of the employee's family or household, a close personal friend or work colleague, or
-) for the purposes of spending time with a person who:
 - is a member of the employee's immediate family or a member of the employee's household, and
 - has a personal illness, or injury, that poses a serious threat to his or her life.

6.2.2 All employees, other than casual employees are entitled to a period of two days of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

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

Casual employees are entitled to unpaid compassionate leave in accordance with the NES.

- 6.2.3 The employee is entitled to compassionate leave only if the employee gives Superpartners any evidence that Superpartners reasonably requires of the illness, injury or death.

6.3 Special Leave

Superpartners recognises that employees must balance work and family responsibilities, and will therefore make paid leave available for employees to access at times where there is an imperative for an employee to attend to matters that relate to specific family or community responsibilities, or urgent household circumstances. Special Leave is not intended to be used for regular events and does not accumulate if unused each year of employment.

Any period of unpaid absence (e.g. Leave Without Pay, Unpaid Parental Leave, Unauthorised Leave) impacts the accrual of Special Leave.

- 6.3.1 In the first year of employment, full time employees will accrue three days (22.8 hours) of Special Leave. Part-time and fixed-term employees will accrue Special Leave on a pro-rata basis equivalent to either their part time hours or length of employment contract.
- 6.3.2 In subsequent years of employment, full time employees will accrue five days (38 hours) of Special Leave. Part-time and fixed-term employees will accrue Special Leave on a pro-rata basis equivalent to either their part time hours or length of employment contract.
- 6.3.3 Special Leave can only be taken by agreement with Superpartners, for the purpose of an approved event or activity. The Special Leave Policy provides further details.

In the case of Special Leave, an employee must provide the reasons for taking such leave and the length of absence.

6.4 Annual Leave

Superpartners is committed to employees maintaining balance and taking Annual Leave each year. Superpartners will consider all reasonable requests and in fact require all employees to have at least one two week break per year in accordance with clause 6.4.2.

6.4.1 Eligibility:

-) A period of four weeks (152 hours) leave of absence on full pay shall be allowed annually to a full-time employee which shall be granted and

taken at a time agreed between Superpartners and the employee. These entitlements accrue as per the NES and are paid on a pro-rata basis for part-time employees.

- J Where agreement cannot be reached, the leave shall be taken as directed by Superpartners. In this case an employee must receive at least two months' notice in writing of the date upon which the leave is to commence.
- J Annual Leave shall be exclusive of any public holiday. If a public holiday falls within an employee's period of Annual Leave, the employee shall be entitled to additional Annual Leave equivalent to the ordinary time which the employee would have worked if such day had not been a public holiday.
- J If it is not practical to grant leave to an employee in any year, Superpartners shall in the following year grant leave for the full amount of leave which had accrued at the conclusion of the preceding year.

6.4.2 Leave to be Taken

Superpartners require all employees to take reasonable Annual Leave each year:

- J The Annual Leave provided for by this clause shall be allowed and shall be taken.
- J An employee can accrue up to 30 days (228 hours) Annual Leave. Annual Leave balances in excess of 30 days must be reduced to less than 30 days within three months of exceeding that limit. Management may direct the employee to take leave.
- J All employees are required to take at least one period of 10 consecutive business days of Annual Leave each calendar year.

6.4.3 Payment for Period of Leave

- J The term "full pay" in this clause shall mean the amount of actual Salary which the employee would have received in accordance with the terms of employment in respect of the work which would have been performed in ordinary hours had the employee not been on leave.
- J In addition, full pay shall include any shift loadings payable for hours worked under Clause 4.10.2 relating to shifts for an employee according to the roster or projected roster during the period of leave.

6.4.4 Payment for leave on termination of employment

- J On termination of employment of an employee, the employee shall receive payment for any accrued but untaken Annual Leave.
- J The rate of pay at which the payment is to be made shall be the actual Salary rate the employee was receiving immediately prior to termination.

6.4.5 Annual Leave Loading

Annual Leave loading has been incorporated into Salary and is therefore not payable at the time an employee takes Annual Leave.

6.4.6 Illness Whilst On Annual Leave

In the event of an employee taking ill during a period of Annual Leave, Superpartners will "rebatе" the relevant period (whole days only) providing it is supported by medical evidence, from any available Personal Leave accrual.

6.4.7 Cashing Out of Accrued Annual Leave

An employee may submit a request in writing that Superpartners cash out accrued annual leave at the same amount that would have been payable if the employee had taken the leave, up to the equivalent of 2 weeks accrued annual leave per annum, subject to:

-) the employee having taken at least 2 weeks' annual leave in the past 12 months;
-) the cashing out not resulting in the employee's remaining accrued leave balance being less than 4 weeks; and
-) each agreement to cash out being applied for in writing.

6.4.8 Annual Close Down

When a part of the business closes down, Superpartners may direct an employee to take annual leave, subject to:

-) a minimum of 4 weeks' notice being provided of the close down; and
-) the period of close down not exceeding 2 weeks (including public holidays and weekends).

6.5 Pay Averaging

6.5.1 Through a Pay Averaging arrangement, employees are able to increase the amount of leave available to them in a year by reducing their Salary. The reduced Salary (Pay Averaging Base Salary) is then paid in equal payments across the calendar year so that the employee does not go without a regular income whilst taking the additional leave.

6.5.2 Employees may choose to average their Salary to access up to four weeks' additional leave by averaging their Salary over 52 weeks. Their Salary will be reduced by 1/52 for each extra week of leave. All Salary based entitlements and conditions will be based on the employees Pay Averaging Salary.

6.5.3 Access to Pay Averaging is subject to the Policy current at that time. Conditions include but are not limited to the following:

-) Participation in Pay Averaging is available to permanent employees following two years' continuous service.
-) Participation in Pay Averaging is subject to business needs and must be agreed between the Manager and the employee.
-) The dates of all annual and pay averaged leave must be agreed between the employee and Manager prior to any Pay Averaging arrangements being established.

-) If an employee has an entitled Annual Leave credit, this must be reduced to below 20 days before the commencement of the pay averaging year, i.e. 1 January.
-) All of the annual leave balance at the commencement of the pay averaging year must be taken during the pay averaging year and before any pay averaging leave is accessed.
-) Pay averaging leave is inclusive of public holidays, i.e. public holidays that fall during pay averaging leave are not paid.
-) An employee must enter Pay Averaging for a complete 12 month period at the commencement of the calendar year.
-) The employee cannot withdraw from Pay Averaging during the 12 month period.
-) Pay Averaging is not transferable between employment roles, and is subject to approval by the new Manager.

6.5.4 Upon cessation of employment for any reason during the pay averaging year, a reconciliation of pay averaging leave taken and Salary paid up to the termination date will be carried out. Any monies owed will be deducted from or paid to the employee in their final pay. Any entitlements payable on termination shall be paid using the employee's Salary that would apply had they not entered into Pay Averaging.

6.6 Parental Leave

Employees are entitled to unpaid parental leave in accordance with the terms of the NES. In addition to the entitlements of the Federal Government's Paid Parental Leave Scheme, Parental Leave at Superpartners encompasses a number of different leave types and is available to employees who have at least twelve months continuous service prior to the expected date of delivery or adoption, namely:

-) Parental/Adoption including eligible casual employees.
-) Parental Bonding leave, for an employee whose partner is on Parental Leave.
-) Pre-natal/Pre-adoption Leave, as defined in clause 6.6.3.

The NES and Policy provide further details regarding Parental Leave and its application, in addition to the details outlined in this clause. To the extent of any inconsistency, the provisions of the NES will prevail.

6.6.1 Parental/Adoption Leave

After 12 months' continuous service, an employee is entitled to 12 months (52 weeks) of unpaid leave for the birth or adoption of their child. An employee may request approval to extend the period of unpaid Parental/Adoption Leave from 12 months to 24 months. Superpartners consideration of such a request will be the same as that for clause 6.6.8.

Parental/Adoption Leave is only available to one parent (primary care-giver) at a time, in a single unbroken period, except that both parents may simultaneously take an unbroken period of up to 8 weeks in accordance with current legislation (concurrent leave). Periods of concurrent leave as set out in clause 6.6.5 are deducted from the 52 weeks.

6.6.2 Parental/Adoption Leave Payment

- J On completion of 12 months' continuous permanent service with Superpartners, employees who cease work and proceed on Parental/Adoption Leave will be eligible to be paid the equivalent of 14 weeks' Salary at the commencement of their unpaid Parental/Adoption Leave.
- J The Parental/Adoption Leave Payment is available to one eligible Superpartners employee, being the primary care giver, for each instance of Parental Leave.
- J To be entitled to subsequent Parental/Adoption Leave payments, employees must complete 12 months' continuous service between completing and commencing each period of Parental/Adoption Leave.

This payment is over and above any entitlement under the Federal Government Paid Parental Leave (PPL) scheme.

6.6.3 Pre-natal/Pre-adoption Leave

The purpose of this leave is to enable an employee to attend to routine appointments associated with the pregnancy or adoption. Upon provision of satisfactory evidence, an employee will have access to paid leave totalling 24 hours. Part-time employees are entitled to Pre-natal/Pre-adoption Leave on a pro-rata basis equivalent to their part time hours.

Employees are able to avail themselves of the Personal (Carer's) Leave provisions at Clause 6.1 to accompany their partner to appointments associated with pregnancy or adoption.

6.6.4 Transfer to an Alternative Job

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if Superpartners deems it practicable, be transferred to an alternative job until the commencement of Parental Leave.

If the transfer to an alternate job is not practicable, the employee may elect, or Superpartners may require the employee, to take paid leave in accordance with the National Employment Standards.

6.6.5 Parental Bonding leave (Concurrent Leave)

- J In accordance with current legislation, an employee (not on Parental/Adoption Leave) with at least 12 months' continuous service with Superpartners, is eligible for 3 weeks' unpaid leave at the time of birth or placement of the child.
- J Permanent employees with at least 12 months' continuous service are eligible for up to 10 days paid Parental Bonding Leave as part of the 3 weeks.
- J An eligible employee may apply for up to six additional weeks of unpaid Parental Bonding Leave.

6.6.6 Special Parental Leave

Special Parental Leave applies in the event of miscarriage within 28 weeks of the expected date of birth of the child, still-birth, or death of a newborn as certified by a medical practitioner. Personal (Sick) Leave entitlements may be used in these circumstances and Parental Leave will be cancelled if it has not already commenced.

If an employee has commenced Parental Leave she may choose to return to work, use her Personal (Sick) Leave or take unpaid Special Parental Leave for a period determined by the recommendation of a medical practitioner. The employee will need to give Superpartners 4 weeks' notice in writing of the date she wishes to return to work.

6.6.7 Return from Parental Leave

Upon return to work from Parental Leave, employees will be:

-) entitled to the position held before Parental Leave began, or
-) where such a position no longer exists, entitled to a position comparable in status and Salary to that of their former position, where such positions are available.

6.6.8 Request for Flexible Working Arrangements

An employee who has responsibility for the care of a child under school age is entitled to request to work under a different employment arrangement, including part-time, to assist with reconciling work and parental responsibilities.

The employee's request and Superpartners' decision is to be in writing. Superpartners must respond to such a request within 21 days.

The work to be undertaken need not be the same or similar work performed by the employee in his/her former position but will be work otherwise contemplated by this Agreement.

Superpartners shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

6.7 Long Service Leave

6.7.1 Entitlement

-) Superpartners employees will be entitled to paid Long Service Leave after completing five years of continuous service with Superpartners.
-) Long Service Leave will accrue at the rate of 1.3 weeks per year of completed service with effect from 22 November 2001.

-)] Long Service Leave up to 22 November 2001 accrued at the rate of .87 weeks per each year of completed service.

6.7.2 Pay-in-Lieu of Long Service Leave

Upon cessation of employment, employees will be entitled to pro-rata payment-in-lieu of Long Service Leave after five years of completed service, less any Long Service Leave which has already been granted to and taken by the employees. No entitlement will be applicable in the event of dismissal for serious misconduct.

6.7.3 Long Service Leave On Half Pay

-)] Superpartners employees may apply for any portion of Long Service Leave on half pay, consistent with the NES, and provided that the total full-time entitlement amount applied for is not less than 33 business days.
-)] The granting of Long Service Leave on half pay will be entirely at Superpartners' discretion, consistent with the NES.

6.7.4 Illness Whilst On Long Service Leave

In the event of an employee taking ill during a period of Long Service Leave, Superpartners will "rebate" the relevant period providing it is in excess of five continuous days' Personal (Sick) Leave and is supported by medical evidence, up to that amount from accrued Personal Leave.

6.8 Study Leave

- 6.8.1 Paid Study Leave to pursue a Superpartners approved course at a recognised educational institution will not exceed five hours per week during each active study period.
- 6.8.2 The employee will be allowed time, without loss of pay, to complete required examinations for the course; or to attend conferences, seminars or short courses deemed by Superpartners to be appropriate to the employee's employment. Such time off will not exceed 10 days in any 12 month period. Employees are to provide evidence in support of the requirement at the request of Superpartners.

6.9 Community Service Leave

An employee is entitled to Community Service Leave in accordance with the provisions of the NES.

6.10 Public Holidays

- 6.10.1 Full-time and part-time employees will be entitled to holidays on the following days:
 -)] New Year's Day
 -)] Good Friday
 -)] Easter Saturday
 -)] Easter Monday
 -)] Christmas Day

) Boxing Day; and

the following days, as prescribed in the relevant state, territory and locality:

-) Australia Day
-) Anzac Day
-) Queen's Birthday; and
-) Eight Hour Day or Labour Day

6.10.2 In addition to the holidays prescribed in Clause 6.10.1, the following days will be observed as holidays:

New South Wales	August Bank Holiday
Victoria	Melbourne Cup Day
Queensland	Brisbane Royal National Show Day
South Australia	Adelaide Cup Day
Western Australia	Foundation Day
Tasmania	Easter Bank Holiday
Australian Capital Territory	Bank Holiday; Canberra Day

6.10.3 Where a day is legislated, declared, proclaimed, gazetted or otherwise prescribed in a state, territory or locality within a state or territory in substitution for any of the days specified in clauses 6.10.1 and 6.10.2, such day will be the holiday for the purposes of this Agreement in lieu of the day specified.

6.10.4 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

6.10.5 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

6.10.6 Where in a state, territory or locality, public holidays and bank holidays are declared or prescribed on days other than those set out in clauses 6.10.1 and 6.10.2, those days will constitute additional holidays for the purpose of this Agreement.

6.10.7 By agreement between Superpartners and the majority of employees of Superpartners or the relevant work unit, an alternative day may be taken as the public holiday in lieu of the prescribed days.

6.10.8 An agreement pursuant to clause 6.10.7 will be recorded in writing and be made available to every affected employee.

6.10.9 Where any holiday or day substituted thereof falls during a period of Annual Leave on a day of the week which is normally a working day for an employee, an extra day will be added to the Annual Leave of the employee concerned.

6.10.10 Where a Superpartners' workplace does not open on a public holiday, and an employee would have been rostered to work on such a day, they will be entitled to payment for the day based upon their normal hourly rates for the hours normally rostered to work.

6.10.11 Where Superpartners has a requirement for employees to work on a public holiday:

-) Superpartners must make a reasonable assessment of the needs of the business when determining manpower requirements
-) Volunteers within the designated work group and classifications will be called for in the first instance
-) Should insufficient volunteers exist, employees will be rostered to attend for duty on a rotational basis, whilst taking into account reasonable requirements permitted by the Act as to why an individual employee may decline to work
-) Work on a public holiday will be paid at double time and a half, with a minimum payment of four hours pay.

7 FLEXIBILITY TERM

Superpartners and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with one or more of the following matters:

-) arrangements about when work is performed;
-) overtime rates;
-) penalty rates;
-) allowances.

The arrangement should meet the genuine needs of Superpartners and the employee in relation to one or more of the matters mentioned above and be genuinely agreed to by Superpartners and the employee. Superpartners must ensure that the terms of the individual flexibility arrangement:

-) are about permitted matters under section 172 of the Fair Work Act 2009;
-) are not unlawful terms under section 194 of the Fair Work Act 2009; and
-) result in the employee being better off overall than the employee would be if no arrangement was made.

Superpartners must ensure that the individual flexibility arrangement is in writing and includes the name of Superpartners and employee, is signed by Superpartners and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee. The individual flexibility arrangement should include details of:

-) the terms of the Agreement that will be varied by the arrangement;
-) how the arrangement will vary the effect of the terms;
-) 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
-) the day on which the arrangement commences.

Superpartners must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to. Either party may terminate the arrangement by giving no more than 28 days written notice to the other party, or at any time by written agreement of both parties.

8 EMPLOYEE DEVELOPMENT AND TRAINING

8.1 Principle

Superpartners is committed to the development of the capability and skills of its workforce to enable employees to perform their roles, achieve the business objectives and enhance their careers.

8.2 Commitments

To deliver on this commitment, Superpartners will endeavour to:

-) provide quality training delivered through a variety of approaches;
-) at job commencement provide job ready training;
-) make available adequate time and staffing arrangements so employees can undertake work related training during working hours;
-) tailor individual training and development plans for employee. The driver of this will be the outcomes from the annual Performance Review process. Superpartners will consider employee preferences where possible and relevant;
-) accurately maintaining records for each employee indicating courses attended, date, duration and results.

8.3 Career Development

Superpartners is committed to ensuring quality career discussions occur annually between the employee and the Manager.

8.4 Individual Development

8.4.1 All employees at Superpartners are responsible for and encouraged to take charge of their own development. Managers are responsible for encouraging and supporting the employee's development. Managers will be trained to equip them with the skills for supporting the individual development of employees. All employees are expected to have a development plan, overseen by their Manager.

8.4.2 The Development Plan will:

-) identify actions (including training) focusing on strengthening performance in their current job role;
-) provide opportunity for the employee to outline future career aspirations through the annual Performance Review process;
-) identify actions (including training) to achieve career aspirations; and
-) be agreed annually and regularly reviewed between the Manager and employee.

8.5 External Study

8.5.1 Employees may apply for any course of study that may be relevant to their current position or future career with Superpartners.

8.5.2 Where applications are approved, employees will be eligible to access Study Leave as set out in Clause 6.8.

- 8.5.3 Superpartners will ensure that adequate staffing arrangements will be made to allow attendance at pre-arranged lectures and for the purposes of examination leave.
- 8.5.4 Superpartners' Policy details the support it will provide to employees in undertaking external studies. This Policy may be changed from time to time to reflect changing circumstances.

9 Workplace Representatives

Superpartners recognises the FSU as the relevant union able to represent the industrial interests of employees who are members and supports the role of the FSU in consulting with members over matters that pertain to the employment relationship.

An FSU Workplace Representative will be permitted to post relevant material on the notice board provided by Superpartners pertaining to their duties and activities as an FSU Workplace representative.

At all times FSU Workplace Representatives will ensure that there is no undue disruption or hindrance to an employee's work being performed, including their own work.

Reasonable time will be allowed from an employee's usual working hours for the performance of the duties of an Employee Workplace Representative, including attendance at union meetings and union training.

An employee who is elected or appointed to the position of a member of a union constituted body such as Local Enterprise Council, Local Executive, National Enterprise Council or National Executive of the FSU, may apply for paid annual leave to attend meetings or conferences subject to reasonable business requirements at the time.

FSU Workplace Representatives may be nominated for union training by the FSU subject to the following provisions:

-) Superpartners will pay an employee who is on leave for trade union training at their current rate of pay. Superpartners will not be liable for any additional expenses associated with an employee's attendance at the course.
-) The maximum number of paid leave days for union training available to a single FSU member shall be five per annum.
-) The attendance at union training will not impose unreasonable overheads or business constraints on any individual business unit or worksite.
-) Superpartners may require an employee to provide proof of attendance at the course before payment is made for the period of leave.

10 OCCUPATIONAL HEALTH AND SAFETY

10.1 Safe and Healthy Working Environment

Superpartners is committed to providing a safe and healthy working environment. It will operate within relevant legislation and aims to improve on these minimum standards wherever possible.

10.2 Professional Resources

As appropriate Superpartners can call on professional resources for the purpose of:

-) Workplace assessments;
-) Occupational health and safety training;
-) Rehabilitation programs.

All such arrangements will be coordinated by the Human Resources Team.

10.3 Occupational Health and Safety Committees

Superpartners has established Occupational Health and Safety Committees which allow employees to raise occupational health and safety issues.

10.4 Employee responsibility

Superpartners employees are expected to observe and comply with OH&S policies at all times. Failure to do so may result in disciplinary action and/or termination of employment.

10.5 Health and Wellbeing Program

Superpartners will implement and maintain Health and Wellbeing programs.

11 EQUITY AND WORKFORCE DIVERSITY

11.1 Respect

Superpartners respects the differences between employees, recognising that each person has individual skills and attributes to bring to their job and those different backgrounds, social and cultural experiences, encourage innovation and flexibility within the workforce.

11.2 Encouragement

As such Superpartners is committed to creating an organisational environment that encourages employees to strive for personal growth in the pursuit of business goals.

11.3 Workforce Diversity

Superpartners encourages a work environment which supports workforce diversity and embodies the following principles:

-) The creation of a work environment which is free from discrimination;
-) The creation of a work environment which is free from harassment;

-) The selection and promotion of employees based on merit and the promotion of equal opportunity in employment;
-) The acknowledgment that there must be a balance between work and other commitments such as family;
-) Skill development for Managers to ensure their ability to manage diversity;
-) Opportunities for work related training and development.

12 CONSULTATION AND COMMUNICATION

12.1.1 This term applies if Superpartners:

-) 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
-) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

12.1.2 For a major change referred to in the clause:

-) Superpartners must notify the relevant employees of the decision to introduce the major change; and
-) clauses 12.1.3 to 12.1.9 apply.

12.1.3 The relevant employees may appoint a representative for the purpose of the procedures in this term.

12.1.4 If:

-) a relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation; and
 -) the employee or employees advise Superpartners of the identity of the representative;
- Superpartners must recognise the representative.

12.1.5 As soon as practicable after making its decision, Superpartners must:

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

- 12.1.6 However, Superpartners is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.1.7 Superpartners must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.1.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Superpartners, the requirements set out in clauses 12.1.3 and 12.1.5 are taken not to apply.
- 12.1.9 In this clause, a major change is *likely to have a significant effect on employees* if it results in:
-) the termination of the employment of employees; or
 -) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 -) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 -) the alteration of hours of work; or
 -) the need to retrain employees; or
 -) the need to relocate employees to another workplace; or
 -) the restructuring of jobs.
- 12.1.10 For a change in relation to regular rosters or ordinary hours of work of employees:
-) Superpartners must notify the relevant employees of the proposed change; and
 -) clauses 12.1.11 to 12.1.15 apply.
- 12.1.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.1.12 If:
-) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 -) the employee or employees advise Superpartners of the identity of the representative;
- Superpartners must recognise the representative.
- 12.1.13 As soon as practicable after proposing to introduce the change, Superpartners must:
-) discuss with the relevant employees the introduction of the change; and
 -) for the purposes of the discussion – provide to the relevant employees:
 - all relevant information about the change; and

- g) If the parties cannot reach agreement on who is to conduct the alternative dispute resolution process, a party to the dispute may submit the matter to FWC in an endeavour to resolve the dispute by conciliation and/or arbitration.
- h) FWC shall have, in respect of conciliation and arbitration, all the substantive and procedural powers necessary or convenient for the just resolution of the dispute. Without limiting the above, in arbitration FWC may exercise procedural powers to determine matters related to representation, hearings, witnesses, evidence and submissions to make the arbitration effective.
- i) FWC shall:
 -) Avoid unnecessary formality, technicalities and legal forms.
 -) Not be bound by the rules of evidence.
 -) Act according to equity, good conscience and the substantial merits of the case.
 -) Apply the principles of natural justice.
 -) Have the power to determine appropriate remedies to resolve the dispute.
 -) Unless otherwise agreed by the parties to the dispute or their representatives, provide any decision in writing, accompanied (or followed) by written reasons.
- j) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.
- k) Without prejudice to either party, work will continue in the manner prior to the dispute arising while the matters in dispute are being dealt with in accordance with this Clause.

14 REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

14.1 Definitions

-) **“Business”** includes trade, process, business or occupation and includes part of any such business.
-) **“Comparable position”** means a position that is at the same or higher job Grade and Salary. It may mean a change in duties if the change is not significant enough to be unreasonable in the circumstances of the employee’s skill and ability, but also having regard to the training opportunities available to the employee. It is at the same location or at another location that is in reasonable commuting distance.
-) **“Redundancy”** occurs where Superpartners has made a definite decision that it no longer wishes the job the employee has been doing to be performed, and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour. The fact that a position of a permanent employee is made redundant does not automatically require the retrenchment of the employee.
-) **“Retrenchment”** means the termination of employment as the result of redundancy where redeployment or retraining is not available, or appropriate.
-) **“Transfer”** includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

-) “**Week’s pay**” means 1/52 of Salary for the employee concerned. Provided that such pay shall exclude:
- overtime,
 - penalty rates,
 - disability allowances,
 - shift allowances,
 - special rates,
 - fares and travelling time allowances,
 - bonuses, and
 - any other ancillary payments of a like nature.

14.2 Principles

- 14.2.1 Any realignment of Superpartners’ workforce will be consistent with business objectives.
- 14.2.2 Retrenchment will only arise from the elimination or restructuring of work, not the performance of individual employees.
- 14.2.3 Retrenchments will only occur after all reasonable redeployment avenues to place surplus employees, have been exhausted. Such avenues will include redeployment, retraining and managing reductions in staffing levels through natural attrition. Both Superpartners and the FSU remain committed to providing employees with acceptable alternative employment during restructuring.
- 14.2.4 A position shall be declared redundant solely at the discretion of Superpartners.
- 14.2.5 The provisions of Clause 14 exclude:
-) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 -) probationary employees;
 -) Apprentices;
 -) Trainees;
 -) fixed-term employees engaged for a specific period of time or for a specified task or tasks; or
 -) casual employees.

14.3 Notice of Termination

- 14.3.1 In order to terminate the employment of an employee Superpartners must give the employee eight weeks period of notice in writing, in lieu of the notice provisions contained in clause 15 of this Agreement.
- 14.3.2 Payment in lieu of the prescribed notice in clause 14.3.1 must be made by Superpartners only if the appropriate notice period is not required to be worked.
- 14.3.3 An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice. In this circumstance the employee will not be entitled to payment in lieu of any remaining notice period.

14.4 Redeployment

- 14.4.1 Superpartners will endeavour to find an employee whose position has been declared redundant a comparable position with Superpartners.
- 14.4.2 Offers of redeployment shall be made in writing to the employee stating the location, job Grade, remuneration, benefits, job description, transfer details and whether the position is considered to be comparable by Superpartners.
- 14.4.3 Employees will be given two weeks to consider the offer of redeployment to a non-comparable position and one week for a comparable position.
- 14.4.4 If an employee accepts redeployment to a non-comparable position, a two-month trial period in the new position will be put in place. Should either the employee or Superpartners find that the role is unsuitable the employee's service will be terminated without loss of entitlement to retrenchment payments, calculated to the date when service actually ends, except that in the case of termination due to serious misconduct, no retrenchment payments in accordance with Clauses 14.3 and 14.5 will be payable.
- 14.4.5 If the employee is offered redeployment to a comparable position, it is expected that the employee will accept the offer. If, however, the employee declines the offer, the employee's employment will be terminated as a result of redundancy but no retrenchment payments in accordance with Clauses 14.3 and 14.5 will be payable, subject to the relevant provisions of the Act.
- 14.4.6 Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Superpartners may at its discretion, make payment in lieu thereof of an amount equal to the difference between the former Salary and the new Salary for the number of weeks of notice still owing.

14.5 Severance Pay

- 14.5.1 An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:
-) Salary in-lieu of notice in accordance with Clause 14.3, plus
 -) three weeks Salary for each completed year of service, plus
 -) a pro-rata payment for each completed month of service in the final year of service.

All severance payments will be calculated in consideration of minimum requirements under the Act.

- 14.5.2 The total retrenchment payment will not exceed 75 weeks (plus eight weeks' payment in lieu of notice where required). The minimum sum payable shall not be less than 11 weeks' payment (inclusive of any payment in lieu of notice, where required).

14.5.3 In addition to the retrenchment payments in clause 14.5.1, a retrenched employee will also be paid out accrued Annual Leave. An employee shall also be paid on a pro-rata basis, any Annual Leave which has accrued in the final year of service.

14.5.4 An employee with more than five years continuous service will also be paid for Long Service Leave not taken, on a pro-rata basis.

14.6 Outplacement Services

Retrenched employees will have access to a career transition program through a provider of Superpartners' choice.

14.7 Redundancy Disputes

Redundancy disputes will be managed in accordance with the provisions of Clause 13 Dispute Resolution.

14.8 Job Search Entitlement

14.8.1 During the period of notice of termination given by Superpartners in accordance with Clause 14.3, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

14.8.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Superpartners, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

14.9 Transfer of Business

14.9.1 Where a business is transferred from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

14.9.2 The provisions of Clause 14 are not applicable where a business is transferred from an employer (in this clause called the transmitter) to another employer (in this clause called the transferee), in any of the following circumstances:

-) where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee, or
-) where the employee rejects an offer of employment with the transferee in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than

) the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter, and which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

15 TERMINATION OF EMPLOYMENT

15.1 Notice by Superpartners

In order to terminate the employment of an employee, Superpartners will provide notice to terminate employment consistent with the employee's employment contract and in consideration of the minimum requirements under the Fair Work Act or its replacement.

15.2 Additional Notice by Superpartners

In addition to the notice in Clause 15.1, employees over 45 years of age and with not less than 2 years continuous service at the time of the giving of notice are entitled to an additional one week's notice.

15.3 Notice By Employee

The notice period required from the employee shall be the same as that required by Superpartners in accordance with Clause 15.1. If the employee fails to give the appropriate notice period, Superpartners may withhold monies due to the employee.

15.4 Payment In Lieu Of Notice

Payment in lieu of the prescribed notice in Clause 15.1 must be made by Superpartners if the appropriate notice period is not required to be worked.

15.5 Amount of Payment

The required amount of payment in lieu of notice must be in accordance with the NES.



SIGNATORIES

Dated this 26TH day of August 2016
Signed for and on behalf of Superpartners Pty Ltd

A handwritten signature in black ink, appearing to read "F. Yale".

Ferzana Yale
Chief Human Resources Officer
Superpartners Pty Ltd, Level 26, Casselden Place, 2 Lonsdale Street,
Melbourne, 3000.

Dated this 23rd day of August 2016
Signed for and on behalf of the Finance Sector Union of Australia

A handwritten signature in black ink, appearing to read "Geoff Derrick".

Geoff Derrick
National Assistant Secretary, Finance Sector Union of Australia, 341 Queen St.,
Melbourne 3000. (Authorised under Rule 49 of the FSU's rules to sign
Enterprise Agreements.)